



State of Idaho

**CHANGE ORDER - 01**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

**Change Order Summary**

**Supplier**

**Purchase Order Number:** PADD18200512

LINDA-DIANE HILL  
PITNEY BOWES INC  
PO Box 6421  
BOISE, ID 83707  
**Phone:** 208-724-0101

**Account Number:** AC-1

**Fax:** 203-460-3773

**Revision Number:** 01

**Email:** linda-diane.hill@pb.com

**Change Order Date:** May 14, 2019

**Service Start Date:** May 15, 2019

**Buyer Contact**

Joseph Nelson Jr.  
Tel:208-332-1602  
Fax: 208-327-7320  
Joseph.Nelson@adm.idaho.gov

**Service End Date:** May 14, 2020

**Payment Method:** Invoice

**Payment Terms:** NET30

**Currency:** USD

**FOB Instruction:** Destination

**Attachment(s):** [Pitney Bowes Renewal.pdf](#) :  
[ChangeLog.htm](#) :Purchase Order Change

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**Contract Number:**

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**Bill To Address**

**Ship To Address**

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for Details  
on Specific Locations  
Various, Idaho 83702

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for Details  
on Specific Locations  
Various, Idaho 83702

**Phone:** 208-327-7465

**Phone:** 208-327-7465

**Fax:** 208-327-7320

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP - Various Locations

**Mail Stop:** DOP - Various Locations

**Instructions**

CONTRACT PADD18200512 Pitney Bowes RENEWAL:

This contract renewal and the provisions hereof are hereby made part of that certain State of Idaho contract number PADD18200512, for Mailing Equipment dated 5/13/2019. Contractor and State hereby agree as follows:

All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. The effective date of this renewal is 5/15/2019.

This contract is renewed for one (1) year commencing 5/15/2019 and expiring 5/14/2020. The same terms, conditions and prices prevail for the contract renewal period.

The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.

Original contract amount: \$240,000 (2018-2019)  
 Renewal 1 amount: \$240,000 (2019-2020)  
 Total Amount: \$480,000

This Contract is for Mailing Equipment, Supplies and Maintenance pursuant to NASPO ValuePoint Master Price Agreement (ADSPO-016-169897 administered by the State of Arizona). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: Mailing Equipment, Supplies and Maintenance (ADSPO-016-169897)

Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Joseph Nelson

Phone: 208-332-1602

Fax: 208.327-7320

Email: [joseph.nelson@adm.idaho.gov](mailto:joseph.nelson@adm.idaho.gov)


Pitney Bowes Contact: Bill Walter, Government Director-West Region

Phone: 408-206-2984

Email: [bill.walter@pb.com](mailto:bill.walter@pb.com)

CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Placement Form. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document

Supplier Part Number	Items			Unit Price	Total
	Quantity	Back Order	Unit		
Item Description	1.00	0	ANN	240,000.00	\$240,000.00
#1 Mailing Equipment-Pitney Bowes 2019-2020 					

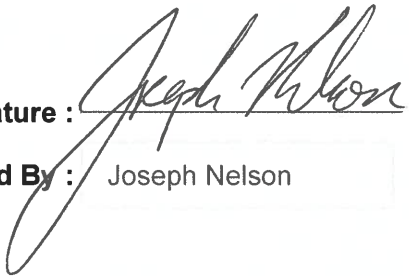
**Delivery Date:** May 15, 2019  
**Shipping Method:** Delivery  
**Shipping Instructions:**  
**Ship FOB:** Destination  
**Attachment(s)**  
**Special Instructions:**

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<b>Sub-Total (USD)</b>	<b>\$240,000.00</b>
<b>Estimated Tax (USD)</b>	<b>\$0.00</b>
<b>TOTAL: (USD)</b>	<b>\$240,000.00</b>

**Note:** If there is a  next to an item's unit price, that indicates that the price has been discounted.

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**Signature :** 

**Signed By :**

	<b>Contract Amendment</b>		Arizona Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007
	Contract: ADSPO16-169897		
	Amendment #: 5	Date: 02/19/19	
	APP Contract Number: CTR042438		

**Mailing Equipment, Supplies and Maintenance**

***PITNEY BOWES***

1. In accordance with the NASPO ValuePoint Master Agreement Uniform Term and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract Shall be amended as follows:

The above referenced contract shall be extended to 05/14/2020.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

**ACKNOWLEDGEMENT AND AUTHORIZATION**

**This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.**



State of Idaho

**Participating Addendum**

**Purchase Order Summary**

**Supplier**

**Purchase Order Number:** PADD18200512  
**Account Number:** AC-1  
**Purchase Order Date:** May 23, 2018  
**Service Start Date:** May 23, 2018  
**Service End Date:** May 14, 2019  
**Payment Method:** Invoice  
**Payment Terms:** NET30  
**Currency:** USD  
**FOB Instruction:** Destination  
**Attachment(s):** [PADD18200486 Pitney Bowes.pdf](#) : [Attachment B-Pitney Bowes Placement Form.xlsx](#) :

LINDA-DIANE HILL  
 PITNEY BOWES INC  
 PO Box 6421  
 BOISE, ID 83707  
**Phone:** 208-724-0101  
**Fax:** 203-460-3773  
**Email:** linda-diane.hill@pb.com

**Buyer Contact**

Joseph Nelson Jr.  
 Tel:208-332-1602  
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**Instructions**

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Contract Title: Mailing Equipment, Supplies and Maintenance (ADSP0-016-169897)

Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Joseph Nelson

Phone: 208-332-1602

Fax: 208.327-7320

Email: [joseph.nelson@adm.idaho.gov](mailto:joseph.nelson@adm.idaho.gov)

Pitney Bowes Contact: Bill Walter, Government Director-West Region

Phone: 408-206-2984

Email: [bill.walter@pb.com](mailto:bill.walter@pb.com)

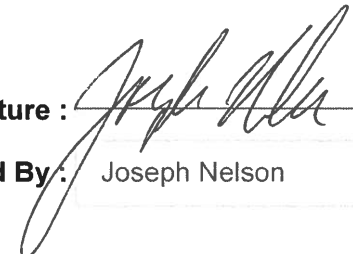
CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Placement Form. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document

		Items				
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total	
	1.00	0	ANN	240,000.00	\$240,000.00	
<b>Item Description</b>	#1					
	Mailing Equipment-Pitney Bowes					
<b>Delivery Date:</b>	May 23, 2018					
<b>Shipping Method:</b>	Delivery					
<b>Shipping Instructions:</b>						
<b>Ship FOB:</b>	Destination					
<b>Attachment(s)</b>						
<b>Special Instructions:</b>						
<b>Sub-Total (USD)</b>					\$240,000.00	
<b>Estimated Tax (USD)</b>					\$0.00	
<b>TOTAL: (USD)</b>					\$240,000.00	

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :



Signed By: Joseph Nelson

NASPO ValuePoint

**PARTICIPATING ADDENDUM**

**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of Arizona



Master Agreement #: ADSPO-016-169897, as amended

**PARTIES**

**STATE OF IDAHO**

“the State” or “Participating Entity”

and

**PITNEY BOWES INC.**

“Contractor”

**AGREEMENT**

1. Scope: This addendum, PADD18200512 (“PADD”) covers the mailroom equipment, supplies and maintenance offered under the NASPO ValuePoint **Mailing Equipment and Services** solicitation led by the State of **Arizona**. The following products or services are included in this contract portfolio: All products and accessories listed on the Contractor page of the NASPO ValuePoint website. For State agencies, the DMT product line will be available for purchase only (no leasing).
2. Participation: All State governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) within the State of Idaho (“Purchasing Entities” or “Ordering Entities”) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Price Agreement. These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivisions created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchasing orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: Art Adams, Director Government Contract Compliance  
Address: Pitney Bowes. 3001 Summer St. MSC 1C-305, Stamford CT,06926  
Telephone: (203)351-7866  
Fax: (203) 460-3827  
Email: Art.adams@pb.com

Name: Bill Walter, Government Director—West Region  
Address: 3001 Summer St. MSC 1C-305, Stamford, CT 06926  
Telephone: 480 206 2984  
Fax: (203) 460-3827  
Email: [bill.walter@pb.com](mailto:bill.walter@pb.com)

Participating Entity

Name: Joseph Nelson  
Address: 650 W State St., B-15 P.O. Box 83720, Boise ID 83720-0075  
Telephone: 208-332-1602  
Fax: 208-327-7465  
Email: [Joseph.nelson@adm.idaho.gov](mailto:Joseph.nelson@adm.idaho.gov)

4. Participating Entity Modifications Or Additions To The Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:
  - 4.1 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PADD.
  - 4.2 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and



effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

4.3 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor may raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus returns, adjustments, and credits) quarterly Contract sales. For leased equipment: The total cost of the equipment shall be reported in net sales for the quarter in which the lease commences; ongoing meter rental and maintenance fees shall be included in net sales on an on-going quarterly basis.

***For Example:** If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor must also furnish summary and detailed usage reports, attached as **Attachment E**. Usage Reports must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form. In the event the State implements an online reporting tool in the future, Contractor agrees to work in good faith to utilize any new method of reporting quarterly usage. Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due:

1 <sup>st</sup> Quarter	July 1 - Sept 30	October 31st
2 <sup>nd</sup> Quarter	Oct 1 - Dec 31	January 31st
3 <sup>rd</sup> Quarter	Jan 1 - Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter	Apr 1 - Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075**

4.4 Subcontractors: All contactors, dealers, and resellers authorized in the State of *Idaho*, as shown on the dedicated Contractor (cooperative contract) website, are approved to

provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

4.5 Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

4.6 Termination for Convenience: The State may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination if the State determines it is in the State's best interest. In the event of termination of the PADD, all underlying leases, rentals, maintenance and license/subscription agreements to this Addendum, including applicable terms and conditions, will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, in accordance with the terms of the applicable agreement.

4.7 Termination for Default: The State may terminate the Participating Addendum (but not the underlying leases or orders issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. A Purchasing Entity may terminate a lease or an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) days of receiving written notice of said breach or non-compliance.

4.8 Public Records and Trade Secret: Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to *"include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."*

Upon request, the Contractor must provide an electronic copy of any documents related to this PADD, with any information it has determined to meet the Idaho Code definition of

trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.

4.9 Software Licenses: Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as **Attachment D**.

4.10 Compliance with Postal Regulations: All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and attached hereto as **Attachment C**.

4.11 Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-169897.

4.11.1 The Master Mailing Equipment Lease Agreement, attached as **Attachment A**, is the only lease agreement that may be used by State agencies, as defined in Idaho Code Section 67-9203(3), for equipment leased under this PADD.

4.11.2 Non-State agencies may utilize any leasing option provided under the Master Agreement and deemed appropriate by the leasing entity.

4.12 Placement of Orders: All orders under this PA are to be made out to and processed by Pitney Bowes and must be accompanied by a completed Placement Order Form, attached as **Appendix B**. Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and

conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

4.13 Individual Customer: Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Purchasing Entity individually.

4.14 Acceptance:

A. When the purchase does not require installation, acceptance shall occur sixty (60) calendar days after delivery, unless the Purchasing Entity has notified the Contractor in writing within said sixty (60) day period, that the product delivered does not meet the specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.

B. When the Order requires installation, acceptance shall occur sixty (60) calendar days after completion of installation, unless the Purchasing Entity has notified the Contractor in writing, within said sixty (60) day period, that the products(s) delivered does not meet the specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.

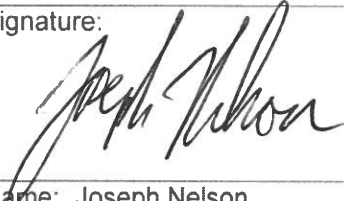
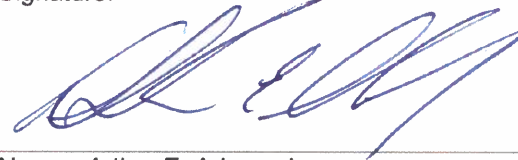
C. When the Order requires the delivery of services, acceptance shall occur sixty (60) calendar days after delivery of the services, unless the Purchasing Entity has notified the Contractor in writing, within said sixty (60) day period, that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Order.

## 5. ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number ADSPO16-169897 (administered by the State of Arizona), as amended, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating

Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Department of Administration, Division of Purchasing	Contractor: Pitney Bowes Inc.
Signature: 	Signature: 
Name: Joseph Nelson	Name: Arthur E. Adams Jr.
Title: Buyer	Title: Director, Government Contract Compliance
Date: 5/23/2018	Date: 5/23/2018

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator: Ted Fosket  
Telephone: (907) 723-3360  
Email: tfosket@naspovaluepoint.org

**[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in  
appropriate data bases.]**

ATTACHMENT A  
STATE OF IDAHO  
MASTER MAILING EQUIPMENT LEASE AGREEMENT

This Master Mailing Equipment Lease Agreement is between:

Lessor                      Pitney Bowes Inc.

and

Lessee                      State of Idaho

For individual lease agreements placed against this Master Lease Agreement, Lessee or "Leasing Entity" is the state agency or other Purchasing Entity, as defined in PADD18200512 and identified on the individual Placement Order Form(s)

**1            EQUIPMENT TO BE LEASED.**

Lessor agrees to lease the equipment listed on each individual Placement Order Form to the Leasing Entity executing the Placement Order Form, for the Lease Term provided below; in accordance with the NASPO ValuePoint Master Agreement, Arizona No. ADSPO-16-169897 (NASPO ValuePoint Agreement), and State of Idaho Participating Addendum PADD18200512 (Idaho's PADD). The DMT line of equipment shall not be available for lease under this Master Mailing Equipment Lease Agreement.

**2            TRUE LEASE.**

**THIS MASTER MAILING EQUIPMENT LEASE AGREEMENT (MLA) IS A "TRUE LEASE" AND NOT AN INSTALLMENT OR FINANCING AGREEMENT.**

**3            LEASE TERM.**

Each lease shall be effective as detailed on the associated Placement Order Form, unless sooner terminated by either party as set forth in Section 11, below.

**3.1        Coterminal Lease Termination for Added Equipment.** If a Leasing Entity chooses to add additional equipment to a current lease, as an add-on piece to an existing lease piece of equipment, the lease for the equipment and accessories must be coterminal.

**3.2        Lease Renewals.** At the end of the original Lease Term, the Leasing Entity shall have the option to: (i) renew the schedule for a term no greater than the original Lease Term; (ii) extend on a month to month basis for a period of time not to exceed twelve (12) months; or (iii) return the Leased Equipment to Lessor. If the Leasing Entity desires to exercise a renewal or extension, it shall give Lessor written notice at least thirty (30) calendar days prior to the expiration of Lease Term.

**3.3        Holdover.** Notwithstanding any language to the contrary, if the Leasing Entity fails to notify Lessor of its intent to renew, extend or return the Leased Equipment within the required time frame, the initial Lease Term shall automatically be converted to a month-to-month lease under the same terms and conditions; except that the holdover term may not exceed twelve (12) months; and the month-to-month lease may be terminated by the Leasing Entity upon thirty (30) calendar days written notice provided to Lessor.

**3.4        Lease Cancellation.** By signing its Placement Order Form, the Leasing Entity agrees that EACH PLACEMENT ORDER FORM IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON THE PLACEMENT ORDER FORM FOR A LEASE MADE PURSUANT TO PADD18200512; except to the extent provided otherwise in this MLA or Idaho's PADD, with regard to Nonappropriation and Contractor breach.

#### 4 DEFINITIONS.

“Leased Equipment” means the equipment described in the Leasing Entity’s Placement Order Form; as well as any equipment replaced by Lessor during the term of the individual lease.

“Lease Term” means the term of the individual lease set forth in Section 3, above.

“Lessor” means the entity from whom the Ordering/Leasing Entity has leased equipment under the terms and conditions set forth in this MLA.

“Ordering Entity” and “Leasing Entity” are used interchangeably, and refer to the Idaho state agency or other public agency executing a Placement Order Form to lease copier equipment under Idaho’s PADD and this MLA.

“Placement Order Form” means the form utilized by an Ordering Entity to place an order against Idaho’s PADD (Exhibit B to Idaho’s PADD).

“State” means the State of Idaho.

#### 5 CONSIDERATION.

The parties agree that for the Lease Term set forth in Section 3, above, Lessor leases to the Purchasing Entity the equipment described in Attachment B, for the lease payment(s) set forth in Attachment B. Lessor’s service obligations on the Leased Equipment shall conform to the terms of the NASPO ValuePoint Master Agreement No., ADSPO16-169897, as amended, and Idaho’s PADD. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents.

5.1 Payments. The first scheduled payment (as specified in the Placement Order Form) will be due on or following the acceptance of the equipment (by written confirmation as described in Section 7); or such later date as Lessor may designate. The remaining Payments will be due on the same day of each subsequent quarter, unless otherwise specified on the applicable Placement Order Form. Payment terms shall be net thirty (30) days from the date of the invoice.

#### 6 CONDITION OF EQUIPMENT.

Leased Equipment must be new and unused, meaning products which are manufactured from new parts. New equipment may contain some recycled raw materials, parts or components, including serviceable used parts, which are warranted the equivalent as new. New equipment is still in its original carton and has never been used, although it may have been tested at the manufacturer’s facility solely for the purpose of ensuring proper operation of machine or system integration. Postage meters may not be new however, by Postal Regulation, Pitney Bowes is responsible to insure they are in proper working order. Pitney Bowes may offer equipment that has been factory refurbished, to like new condition (Green Products). This equipment will carry complete warranty coverage. Proposals will clearly identify if the product being offered is a Green Product.

Though they are not specifically covered herein, all parts necessary to provide a complete and efficient unit must be furnished and must include all accessories customarily furnished with this type of equipment. Such

parts must conform to current engineering practices of the industry relative to design, strength, quality of material and workmanship.

## 7 DELIVERY, POSSESSION AND RETURN OF LEASED EQUIPMENT.

7.1 Delivery. Lessor is responsible for delivering Leased Equipment FOB Destination to the location(s) listed on the Placement Order Form; and installing the same, as provided in the NASPO ValuePoint Master Agreement.

7.2 Confirmation. Leasing Entity agrees to confirm delivery, installation and acceptance of all Leased Equipment covered by each Placement Order Form, by signing an acceptance certificate, if applicable, which shows acceptance of the equipment and allows Lessor to begin invoicing for the Leased Equipment. Leasing Entity agrees to sign and return to Lessor the acceptance certificate (which may be done electronically) within five (5) business days after any equipment is installed. Failure to sign the acceptance certificate or reject the equipment within the five (5) business day period shall be deemed acceptance.

7.3 Possession. The Leasing Entity shall have possession of the Leased Equipment for the term set forth in Section 3 unless the lease is earlier terminated in accordance with the provisions of this MLA.

7.4 Equipment Moves. Leased Equipment may be moved to another Leasing Entity location upon prior written consent of the Lessor.

7.5 End of Term Removal. At the expiration of the Lease Term, the Leasing Entity may renew, extend, or return the Leased Equipment, as provided in the NASPO ValuePoint Master Agreement, Idaho's PADD and Section 3 of this MLA. If the lease is not extended or renewed, the Leasing Entity will make the Leased Equipment available to Lessor for pickup at the Leasing Entity's premises. If the Leasing Entity is not in breach of the lease, all costs of removing and transporting the Leased Equipment at the expiration of the Lease Term shall be the responsibility of Lessor.

## 8 OWNERSHIP AND INSPECTION.

This is an agreement for leasing only. Leasing Entity will acquire no right, title or interest in or to the Leased Equipment, except those of a Lessee, as detailed in this MLA. Lessor covenants that it has good title to the Leased Equipment. Title of the Leased Equipment at all times shall remain in the Lessor's name. Leasing Entity shall keep the Leased Equipment free from any and all liens or claims and shall do or permit no act or thing whereby Lessor's title may be encumbered or impaired.

8.1 Property Taxes. Lessor will be responsible for the payment of any property taxes on the Leased Equipment.

8.2 Inspection. Leasing Entity will permit Lessor to inspect the Leased Equipment during Leasing Entity's regular business hours, upon a minimum of 24 hours advance notice.

## 9 DAMAGE, WARRANTY and MAINTENANCE.



Lessor bears the risk of loss until the Leased Equipment is delivered to the Leasing Entity's designated location and accepted by the Leasing Entity in accordance with Section 7 above.

Leasing Entity shall maintain the Leased Equipment in as good condition as when received, ordinary wear and tear or defect excepted; and will be responsible for any damage to the Leased Equipment caused by Leasing Entity's negligence or misuse. This includes any damage caused by the use of supplies or accessories, not supplied by Lessor, which do not meet the manufacturer's specifications for use with the equipment; however, the Leasing Entity shall not be responsible for damage which occurs because of operation of the equipment during the existence of a malfunction, such as drum damage because of operation with a paper jam, or for damage caused through the use of accessories or supplies which are provided by Lessor.

Lessor shall be responsible for damage to, or loss of, the equipment caused by the negligence of the Lessor, the manufacturer, or from any other source who is under Lessor's control, as detailed in the paragraph above.

All services performed under this MLA shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the Leasing Entity all manufacturers' warranties on the Leased Equipment.

Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term, as provided in the NASPO ValuePoint Master Agreement and Idaho's PADD.

#### 10 INSURANCE.

Lessor shall procure, maintain and keep in force for the duration of this Agreement insurance conforming to the requirements of the NASPO ValuePoint Master Agreement.

Leasing Entities which are state of Idaho agencies are provided a comprehensive liability plan through the Risk Management Program (Program) established under Idaho Code section 67-5773 et seq. The Program utilizes the Retained Risk Account, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code section 6-901 et seq. In addition to the comprehensive liability plan, the Program covers certain property damage, subject to the deductibles established by the Program. Evidence of financial responsibility will be provided upon request, and will consist of a Certificate of Financial Responsibility.

Leasing Entities which are not state of Idaho agencies (e.g. cities, counties, public schools, etc.) must either provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss and damage or must enroll in our ValueMAX program while in the Leasing Entity's possession.

- a) If Lessee enrolled in our ValueMAX program, Lessor may include the Leased Equipment in the ValueMAX program and charge Lessee a fee, which Lessor will include as an additional charge on Lessee's invoice.
- b) If Lessee does not respond with evidence of insurance within the time frame specified in the notification Lessor may immediately include the Leased Equipment in the ValueMAX program.
- c) If the Leased Equipment is included in the ValueMAX program and any damage or destruction to the Leased Equipment occurs (other than from Lessee's gross negligence or willful

- misconduct, which is not covered by ValueMAX), Lessor will (unless Lessee is in default) repair or replace the Leased Equipment.
- d) If Lessor is required to repair or replace the Leased Equipment under the ValueMAX program and Lessor fails to do so within 20 days of receiving Lessee's written notice of loss or damage, Lessee may terminate this Lease.
  - e) Lessor is not liable to Lessee if Lessor terminates the ValueMAX program. By providing the ValueMAX program Lessor is not offering or selling Lessee insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

## 11 TERMINATION.

11.1 Mutual Termination. Any discretionary or vested right of renewal notwithstanding, this MLA, or any lease entered into under this MLA, may be terminated by mutual consent of the parties.

11.2 Termination for Default. A default or breach may be declared with or without termination. A lease entered into under this MLA may be terminated by either party upon written notice to the other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this MLA, which material breach is not cured within thirty (30) after written notice is provided by the non-breaching party. Notice of Termination for Breach or Default is effective 30 days following service of notice, or upon any subsequent date specified in the notice of termination.

11.3 Nonappropriation. Lessee warrants that it has funds available to pay all payments until the end of Lessee's current fiscal period. Lessee is a government entity and this MLA shall not be construed so as to bind or obligate the State beyond the term of Lessee's current fiscal year for any particular appropriation of funds by the Idaho Legislature, as may exist from time to time. In the event the Idaho Legislature fails, neglects or refuses to appropriate funds to continue the Lease Payments beyond Lessee's then current fiscal year, all affected future rights and liabilities of the parties shall thereupon cease at the end of Lessee's then current fiscal year within ten (10) calendar days after notice to the Lessor.

This Nonappropriation clause applies equally to individual Leasing Entities and their respective governing bodies (e.g. Board of Commissioners, City Councils, etc.).

## 12 NOTICE.

All notices or other communications required or permitted to be given under this MLA shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by confirmed facsimile; or (c) mailed postage prepaid, to the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand or via confirmed facsimile shall be effective on the date of confirmed delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing (or on the date of confirmed receipt, with delivery confirmation).

## 13 GOVERNING LAW, JURISDICTION AND VENUE.

This MLA and the rights and obligations of the parties hereto (including Leasing Entities executing individual leases against the MLA) shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. Any action to enforce the provisions of the MLA shall be brought in State district court in Ada County, Boise, Idaho.

14 INCORPORATED DOCUMENTS.

This MLA incorporates the following attachments in descending order of constructive precedence; any additional Lessor Attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this MLA, or as a subsequent fully executed amendment:

State of Idaho Participating Addendum (PADD18200512)

NASPO ValuePoint Master Price Agreement (Arizona No. ADSPO-016-169897), as amended  
Attachment B: Placement Order Form (as individually executed by an Ordering/Leasing Entity)

15 AGREEMENT AND MODIFICATION.

This MLA is made pursuant to the state of Arizona's NASPO ValuePoint Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Idaho and Lessor, the terms of which are incorporated herein by reference. Any amendments to the NASPO ValuePoint Master Agreement or Idaho's PADD shall apply to this MLA. Unless otherwise expressly authorized by the terms of this MLA, no modification or amendment to this MLA shall be binding upon the parties unless the same is in writing and signed by the parties.

16 SURVIVAL OF TERMS.

As provided in Section 3 of Idaho's PADD, the provisions of Idaho's PADD and all incorporated documents will survive the expiration of the PADD with respect to individual leases with Lease Terms extending beyond its expiration.

**ATTACHMENT C  
NASPO VALUEPOINT  
POSTAGE METER RENTAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

As used in this Agreement, the following terms mean:

“Agreement” – the Order, Idaho’s Participating Addendum (PADD18200512), the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, these terms and conditions, and any attached exhibits.

“Bank”- The Pitney Bowes Bank, Inc.

“Initial Term” - the rental period listed on the Order.

“Meter” - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

“Master Agreement” – NASPO ValuePoint Master Agreement ADSPO16-00006328 Mail Room Equipment, Services and Maintenance contract, as amended, administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by PBI, PBI’s responses to any requests for clarifications and/or our best and final offer.

“NASPO ValuePoint” – NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

“Order” - the executed Placement Order Form between the applicable Pitney Bowes company and the Participating Entity for the products covered by the order.

“PBGFS” - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

“PBI” - Pitney Bowes Inc.

“Reserve Account” – the Postage By Phone® Reserve Account that Participating Entity maintains at the Bank.

“State Participating Addendum” – the bilateral agreement executed by PBI and the state of Idaho incorporating the Master Agreement.

“USPS” – the United States Postal Service.

“Purchasing Entity” - the agency identified on the Order that is renting a Meter or purchasing services.

## **2. METER RENTAL**

### **2.1 Fees**

- (a) PBI will invoice Purchasing Entity the Meter rental ("rental") fees listed on the Order.
- (b) After the Initial Term, PBI may increase the rental fees in accordance with the Master Agreement.
- (c) When Purchasing Entity receives notice of an increase, Purchasing Entity may terminate this Agreement as of the date the increase becomes effective.
- (d) If Purchasing Entity does not pay the fees when due or does not comply with the Agreement, PBI may disable the Meter, terminate the Agreement, retake the Meter, and collect from Purchasing Entity all fees due through the termination date of the Agreement.
- (e) Purchasing Entity is responsible for paying any taxes on the Meter and services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

### **2.2 Postage**

- (a) Purchasing Entity may transfer funds to the Bank for deposit into its Reserve Account or may transfer funds to the USPS through a lockbox bank ("Lockbox Bank"). See section U1 for details.
- (b) If Purchasing Entity participates in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), PBI will advance payment on Purchasing Entity's behalf to USPS, subject to repayment by Purchasing Entity under the terms of the postage advance program and billed separately from the Meter rental fees.
- (c) If Purchasing Entity purchases postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

### **2.3 Terms of Use; Federal Regulations**

- (a) Purchasing Entity may use the Meter solely for the purpose of processing its mail, provided that it is authorized by the USPS to use the Meter, and that Purchasing Entity complies with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) Purchasing Entity agrees to use only attachments or printing devices authorized by PBI.
- (c) Purchasing Entity must receive PBI's written consent before moving the Meter to a different location.
- (d) Federal regulations require that PBI own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive twelve (12) month period, or if Purchasing Entity takes the Meter or allows the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if Purchasing Entity otherwise fails to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. Purchasing Entity acknowledges that any use of this Meter that fraudulently deprives the USPS of revenue can cause it to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The

mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

- (h) Purchasing Entity is responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to PBI. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) Purchasing Entity understands that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is Purchasing Entity's obligation to comply with any rules and regulations regarding its use.

#### 2.4 Care and Risk of Loss

- (a) Purchasing Entity agrees to take proper care of the Meter(s).
- (b) Purchasing Entity assumes all risk of loss or damage to the Meter while Purchasing Entity has possession.

#### 2.5 Rate Updates and Soft-Guard® Program

- (a) Purchasing Entity's Meter may require periodic rate information updates that Purchasing Entity can obtain under our Soft-Guard® program.
- (b) If Purchasing Entity has a Soft-Guard® Subscription, PBI will provide up to six (6) rate updates during each twelve (12) month period following the date of installation..
- (c) PBI will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- (d) Purchasing Entity's Soft-Guard® Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in Zip Code or zone due to equipment relocation.
- (e) PBI will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

#### 2.6 Repair or Replacement

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, use of Meter in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of Meter with any system for which PBI has advised you PBI will no longer provide support or which PBI has advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to Meter (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images, then PBI will repair or replace the Meter.
- (b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

#### 2.7 Limitation of Liability

See – Master Agreement

#### 2.8 Collection of Information

- (a) Purchasing Entity authorizes PBI to access and download information from the Meter and PBI may disclose this information to the USPS or other governmental entity.

- (b) PBI will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that PBI obtain about Purchasing Entity unless required to by law or court order.
- (c) PBI may elect to share aggregate data about customers' postage usage with third parties.

### **3. VALUE BASED SERVICES**

Value Based Services include services such as USPS® e-Return Receipt and USPS® Confirmation Services.

#### **3.1 Fees**

- (a) Any fees charged by the USPS for any Value Based Service Purchasing Entity purchases is payable by Purchasing Entity in the same way that Purchasing Entity pays for postage.
- (b) The USPS is solely responsible for its services.
- (c) PBI is not responsible for any malfunctions of any part of the communication link connecting the IntelliLink® Control Center with the USPS data system.

3.2 THE VALUE BASED SERVICES PROVIDED BY THE USPS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PBI IS NOT LIABLE FOR ANY DAMAGES PURCHASING ENTITY MAY INCUR BY REASON OF PURCHASING ENTITY'S USE OF THE VALUE BASED SERVICES PROVIDED BY THE USPS, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

3.3 Ending the Value Based Services. PBI has the right to terminate the Value Based Services if the USPS discontinues offering the service or Purchasing Entity breaches its obligations under this Agreement and fail, to cure the breach within thirty (30) days after Purchasing Entity has been notified of it in writing.

### **4. EMBEDDED SOFTWARE AND SUBSCRIPTION SERVICES**

4.1 PBI's Equipment may contain embedded software. Purchasing Entity agrees that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) Purchasing Entity is licensed only to use the embedded software with PBI's Equipment in which the embedded software resides; (iii) Purchasing Entity will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) Purchasing Entity will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) Purchasing Entity may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

4.2 Subscription Services. PBI may offer certain on-demand services to Purchasing Entity on a subscription basis as indicated in the applicable Order. Upon payment of any applicable subscription fees, PBI grants Purchasing Entity a non-exclusive, non-transferable license to access and use the subscription services for the term set forth in the Order for Purchasing Entity's internal business purposes only. Purchasing Entity

may not provide access to the subscription services to any third party, or use the subscription services on behalf of any third party, absent our written consent. Purchasing Entity will comply with all applicable laws, rules and regulations governing use of the subscription services, including any data protection or privacy laws. Purchasing Entity will not use the services to send or store infringing, obscene, threatening or unlawful material or disrupt the use by others of the subscription services, network service or network equipment, and Purchasing Entity will not reverse engineer, decompile or disassemble the subscription services. If the subscription services Purchasing Entity purchased come with their own terms of use, Purchasing Entity's use of those subscription services will be governed by those terms, unless those terms are void pursuant to IDAPA 38.05.01.112. Maintenance and technical support for any on-demand services will be provided in accordance with a separate agreement covering the same.

## **5. INTERNET ACCESS POINT**

- 5.1 The Connect+™ and SendPro P or C series mailing systems may use an internet access point (e.g., wireless router) provided by PBI. Purchasing Entity may only use this access point for connectivity between the Connect+™ and SendPro P or C series mailing systems and the internet and for no other purpose. Purchasing Entity agrees to pay all costs associated with use of the access point in violation of this restriction.

## **6. ENDING THIS AGREEMENT**

- 6.1 Purchasing Entity's right to use the Meter or Value Based Services is limited in duration to the Initial Term and to any subsequent extensions of the Initial Term.
- 6.2 After the Initial Term, either party may cancel this Agreement, in whole or in part, upon thirty (30) days prior written notice.
- 6.3 PBI reserves the right to recover or disable the Meter and terminate this use at any time if in violation of the terms of use under the Federal Regulations.
- 6.4 After cancellation or termination of this Agreement, Purchasing Entity must return the Meter to PBI in the same condition as it was received, reasonable wear and tear excepted.

## **UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT**

- UI.1 In connection with Purchasing Entity's use of a Postage Evidencing System, as defined in the Code of Federal Regulations ("CFR"), Purchasing Entity may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or Purchasing Entity may transfer funds to the Bank for deposit into its Reserve Account.
- UI.2 To the extent Purchasing Entity deposits funds in advance of the use of any evidence of postage, Purchasing Entity may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in Purchasing Entity's Reserve Account, in either case through electronic means, including Automated



Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by Purchasing Entity to the Lockbox Bank account described above.

- UI.3 Any deposit made by Purchasing Entity in its Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing the Reserve Account.
- UI.4 Any Deposit made by Purchasing Entity in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. Purchasing Entity shall not receive or be entitled to any interest or other income earned on such Deposits.
- UI.5 The USPS will provide a refund to Purchasing Entity for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by Purchasing Entity, so that PBI can update its records.
- UI.7 PBI may deposit funds on Purchasing Entity's behalf. The USPS will make no advances of funds to Purchasing Entity. Any relationship concerning advances of funds is between Purchasing Entity and PBI, PBGFS and/or the Bank.
- UI.8 Purchasing Entity acknowledges that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. Purchasing Entity acknowledges that Purchasing Entity shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## SENDPRO™ TERMS AND CONDITIONS

If you are acquiring a SendPro subscription: (i) without SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-subscription.html>; and (ii) with SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-term.html>. Your use of the SendPro application is entirely governed by the SendPro Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

ATTACHMENT D  
SOFTWARE LICENSE AGREEMENTS

**SMB Terms**

Business Manager Software License Agreement OCT 2016  
Distribution Solutions SLMA Nov 2015-Pathfinder-v092215  
EULA ConnectRight Mailer  
PlanetPress- End User License Agreement-click wrap  
Planet Press Service Link  
SendPro U.S. Terms of Use Subscription MAY 2016  
SendPro U.S. Terms of Use with Equipment Lease MAY 2016  
Hosting Addendum for Distribution Solution Products May 2015

**PB Software Inc. Terms**

Master License Agreement 02-2015 NASPO

**PB DMT Terms**

Direct Connect Software License EXHIBIT NASPO 2016  
Sorter (Imbedded) Software License Maintenance Agrmnt and DPV-LACS - NASPO 2016  
DMT DirectView License Agreement July 2016 NASPO

## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

**1. DEFINITIONS:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or IDAPA 38.05.01.011.

A. Agency. All offices, departments, divisions, bureaus, boards, commissions and institutions of the state, including the public utilities commission, but excluding other legislative and judicial branches of government, and excluding the governor, the lieutenant-governor, the secretary of state, the state controller, the state treasurer, the attorney general, and the superintendent of public instruction.

B. Bid – A written offer that is binding on the Bidder to perform a Contract to purchase or supply Property in response to an Invitation to Bid.

C. Contract - Any state written agreement, including a solicitation or specification documents and the accepted portions of the solicitation, for the acquisition of Property. Generally, the term is used to describe term contracts, definite or indefinite quantity or delivery contracts or other acquisition agreements whose subject matter involves multiple payments and deliveries.

D. Contractor – A Vendor who has been awarded a Contract.

E. Property – Goods, services, parts, supplies and equipment, both tangible and intangible, including, but nonexclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Includes concession services and rights to access or use state property or facilities for business purposes.

F. Proposal – A written response, including pricing information, to a Request for Proposals that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Request for Proposals. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for Contract award.

G. Quotation – An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

H. Solicitation – An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the purchasing activity for the purpose of soliciting Bids, Proposals, or Quotes to perform a Contract.

I. State – The state of Idaho including each Agency unless the context implies other state(s) of the United States.

J. Vendor – A person or entity capable of supplying Property to the State.

**2. TERMINATION:** The State may terminate the Contract (and/or any order issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Contract is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

**3. RENEWAL OPTIONS:** Notwithstanding any other provision in the Contract limiting or providing for renewal of the Contract, upon mutual, written agreement by the parties, the Contract may be extended under the same terms and conditions for the time interval equal to the original contract period, or for such shorter period of time as agreed to by the parties.

**4. PRICES:** Prices shall not fluctuate for the period of the Contract and any renewal or extension unless agreed to in writing by the State. Unless otherwise specified, prices include all costs associated with delivery to the F.O.B. Destination address identified in the Solicitation, as provided in Paragraph 17, Shipping and Delivery, below.

**STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS**

**5. ADMINISTRATIVE FEE:**

A. Application of Administrative Fee:

1. All Statewide Blanket Purchase Orders (SBPO) shall be subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the Contract (unless the SBPO is exempt), as follows:

- a. The prices to be paid by the State (the price BID by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit \$10,000 x 0.0125 = \$125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

- b. Contractor will furnish detailed usage reports as designated by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov), utilizing the State's Summary Usage Report Form.

c. Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter July 1 - Sept 30	October 31 <sup>st</sup>
2nd Quarter Oct 1 - Dec 31	January 31 <sup>st</sup>
3rd Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4th Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

2. Unless otherwise exempt, the Administrative Fee will apply regardless of how Contractor submits its response to the solicitation (i.e. manual (paper) or electronic via IPRO).

3. A Contractor's failure to consider the Administrative Fee when preparing its Solicitation response shall not constitute or be deemed a waiver by the State of any Administrative Fees owed by Contractor to the State as a result of an Award issued through IPRO.

B. Administrative Fee Exemptions:

1. Notwithstanding any language to the contrary, the Administrative Fee will not apply to Contracts with an original awarded value of \$100,000 or less.

2. The Administrative Fee will not apply to Purchase Orders (PO), Contract Purchase Orders (CPO) or Blanket Purchase Orders (BPO).

3. The Administrative Fee will not apply to Contracts issued without a competitive solicitation, e.g. Emergency Procurements (EPA), Sole Source Procurements (SSA), etc.

4. The Administrator of the Division of Purchasing may also exempt a specific solicitation or class of solicitations from the Administrative Fee requirement.

C. Payment of Administrative Fee:

Contractor will remit the Administrative Fee to the Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075, as follows:

1. SBPOs: Contractor will remit the Administrative Fee and Report for the prior quarter based on the schedule outlined in Paragraph 5.A.1.c., above.

D. Refund of Administrative Fee: In the event that a Contract is cancelled by the State through no fault of the Contractor, or if item(s) are returned by the State through no fault, act, or omission of the Contractor after the sale of any such item(s) to the State, the State will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or

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returned when an item is rejected or returned, or declined, or the Contract cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. If, for any other reason, the Contractor is obligated to refund to the State all or a portion of the State's payment to the Contractor, or the State withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

**E. Failure to Remit Administrative Fees:** If a Contractor fails to remit the Administrative Fee, as provided above, the State, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; exclude Contractor from participating in future solicitations; and/or suspend Contractor's IPRO account.

**6. CHANGES/MODIFICATIONS:** Changes of specifications or modification of the Contract in any particular manner can be affected only upon written consent of all parties. In the event that a typographical or other ministerial or clerical error is discovered, the State may correct such error after providing notice to the Contractor of its intent to make the clerical correction. A copy of the corrected Contract (or that portion of the Contract which contains correction(s)) will be provided electronically to the Contractor immediately after the correction(s) are made.

**7. CONFORMING PROPERTY:** The Property shall conform in all respects with the requirements of the State's Solicitation. In the event of non-conformity, and without limitation upon any other remedy, the State shall have no financial obligation in regard to the non-conforming goods or services. Additionally, upon notification by the State, the Contractor shall pay all costs for the removal of nonconforming Property from State premises.

**8. OFFICIAL, AGENT AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE:** In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Contract.

**9. CONTRACT RELATIONSHIP:** It is distinctly and particularly understood and agreed between the parties to the Contract that the State is in no way associated or otherwise connected with the performance of any service under the Contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of the Contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of the Contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the State harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. The Contractor will maintain any applicable worker's compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certificate of worker's compensation insurance may, at the State's option, result in cancellation of the Contract or in a contract price adjustment to cover the State's cost of providing any necessary worker's compensation insurance. The Contractor must provide either a certificate of worker's compensation insurance issued by a surety licensed to write worker's compensation insurance in the state of Idaho, as evidence that the Contractor has in effect a current Idaho worker's compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The State does not assume liability as an employer.

**10. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The Contractor is bound to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Act of 1990, are also incorporated into the Contract. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to the Contract.

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**11. TAXES:** The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

**12. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the State from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.

**13. CONTRACT NUMBERS:** The Contractor shall clearly show the State's Contract number or Purchase Order number on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**14. CONTRACTOR RESPONSIBILITY:** The Contractor is responsible for furnishing and delivery of all Property included in the Contract, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including all warranty issues and payment of charges resulting from the use or purchase of Property.

**15. SUBCONTRACTING:** Unless otherwise allowed by the State in the Contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of the Contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of any responsibility under the Contract. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Contract by Contractor's subcontractor. Subcontractor(s) must maintain the same types and levels of insurance as that required of the Contractor under the Contract; unless the Contractor provides proof to the State's satisfaction that the subcontractor(s) are fully covered under the Contractor's insurance, or, except as otherwise authorized by the State.

**16. COMMODITY STATUS:** It is understood and agreed that any item offered or shipped shall be new and in first class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the State in the Solicitation. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the State as their first user and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or warranty provided by the Contractor, whichever is longer.

**17. SHIPPING AND DELIVERY:** Unless otherwise required in the Contract, all orders will be shipped directly to the Agency that placed the order at the location specified by the State, on an F.O.B. Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. Unless otherwise specified in the Contract, deliveries shall be made to the Agency's receiving dock or inside delivery point, such as the Agency's reception desk. The Contractor shall deliver all orders and complete installation, if required, within the time specified in the Contract. Time for delivery commences at the time the order is received by the Contractor.

**18. ACCEPTANCE:** Unless otherwise specified in the Contract:

A. When the Contract does not require installation, acceptance shall occur fourteen (14) calendar days after delivery, unless the State has notified the Contractor in writing that the product delivered does not meet the State's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

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B. When the Contract requires installation, acceptance shall occur fourteen (14) calendar days after completion of installation, unless the State has notified the Contractor in writing that the products(s) delivered does not meet the State's specification requirements, that the product is not installed correctly or otherwise fails to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

C. When the Contract requires the delivery of services, acceptance shall occur fourteen (14) calendar days after delivery of the services, unless the State has notified the Contractor in writing that the services do not meet the State's requirements or otherwise fail to pass the Contractor's established test procedures or programs or test procedures or programs identified in the Contract.

**19. RISK OF LOSS:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until acceptance, when responsibility will pass to the State with the exceptions of latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under the Contract.

**20. INVOICING: ALL INVOICES** are to be sent directly to the **AGENCY TO WHICH THE PROPERTY IS PROVIDED**, unless otherwise required by the Contract. The Contract number is to be shown on all invoices. Invoices must not be sent to the Division of Purchasing unless required by the Contract.

**21. ASSIGNMENTS:** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

**22. PAYMENT PROCESSING:** Idaho Code Section 67-9218 reads as follows: "Within ten (10) days after the property acquired is delivered as called for by the bid specifications, the acquiring agency shall complete all processing required of that agency to permit the contractor to be reimbursed according to the terms of the bid. Within ten (10) days of receipt of the document necessary to permit reimbursement of the contractor according to the terms of the contract, the State Controller shall cause a warrant to be issued in favor of the contractor and delivered." Payments shall be processed within the timeframes required by I.C. § 67-9218 unless otherwise specified in the Contract.

**23. COMPLIANCE WITH LAW, LICENSING AND CERTIFICATIONS:** Contractor shall comply with ALL requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by Contractor pursuant to the Contract. For the duration of the Contract, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.

### **24. PATENTS AND COPYRIGHT INDEMNITY:**

A. Contractor shall indemnify and hold the State harmless and shall defend at its own expense any action brought against the State based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under the Contract. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the State of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and State may select at its own expense advisory counsel; and (iii) that the State shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.

B. Contractor shall have no liability to the State under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the

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specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the specifications.

C. Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the State the right to continue using the Property, to replace or modify the Property so that it becomes non-infringing, or to grant the State a full refund for the purchase price of the Property and accept its return.

**25. CONFIDENTIAL INFORMATION:** Pursuant to the Contract, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract.

Confidential Information shall not include data or information that:

A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;

B. Becomes generally available to the public other than as a result of disclosure by Contractor; or

C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

**26. USE OF THE STATE OF IDAHO NAME:** Contractor shall not, prior to, in the course of, or after performance under the Contract, use the State's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the State.

**27. TERMINATION FOR FISCAL NECESSITY:** The State is a government entity and it is understood and agreed that the State's payments under the Contract shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Contract. Additionally, the federal government is not legally obligated to provide funds to fulfill the Contract. The Contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the State, as may exist from time to time. The State reserves the right to terminate the Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event that funds are no longer available to support the Contract, as described herein, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. In the event of early Contract termination under this section, the State will collect all Contractor-owned equipment and accessory items distributed under the Contract within thirty (30) calendar days of Contract termination. Items will be collected at a central (or regional) location(s) designated by the State. Contractor will be responsible for all costs associated with packaging and removing all Contractor-owned items from the State-designated location(s), which must be completed within thirty (30) calendar days of written notification from the State. If Contractor fails to remove its items within that time period, the State may charge Contractor for costs associated with storing the items; and may otherwise dispose of the items as allowed by applicable law. At Contractor's request, the State shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by the State to terminate for its convenience.

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### 28. PUBLIC RECORDS:

A. Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

**29. NOTICES:** Any notice which may be or is required to be given pursuant to the provisions of the Contract shall be in writing and shall be hand delivered, sent by facsimile, email, prepaid overnight courier or United States' mail as follows:

A. For notice to the State, the address, phone and facsimile number are:

State of Idaho  
Division of Purchasing  
650 W State Street – Room B15  
P.O. Box 83720  
Boise, ID 83720-0075  
208-327-7465 (phone)  
208-327-7320 (fax)

Additionally, for notice to the State, the email address to use is the email address identified in the Contract, courtesy copied to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

B. For notice to the Contractor, the address, facsimile number or email address shall be that contained on the Contractor's Bid, Proposal or Quotation (including, for any Bid, Proposal or Quotation submitted electronically through IPRO, the address, facsimile number or email address in the profile under which the Contractor submitted its Bid, Proposal or Quotation). Notice shall be deemed delivered immediately upon personal service, facsimile transmission (with confirmation printout), email (with printout confirming sent) the day after deposit for overnight courier or forty-eight (48) hours after deposit in the United States' mail. Either party may change its address, facsimile number or email address by giving written notice of the change to the other party.

**30. NON-WAIVER:** The failure of any party, at any time, to enforce a provision of the Contract shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Contract, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**31. ATTORNEY FEES:** In the event suit is brought or an attorney is retained by any party to the Contract to enforce the terms of the Contract or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies; however, the State's liability is limited to that which is identified in the Idaho Tort Claims Act, Idaho Code Section 6-9 et seq.

**32. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS:** Contractor warrants that the Contract is subject to Executive Order 2009-10 [[http://gov.idaho.gov/mediacenter/execorders/eo09/eo\\_2009\\_10.html](http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html)]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

**33. FORCE MAJEURE:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party,

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## STATE OF IDAHO STANDARD CONTRACT TERMS AND CONDITIONS

including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay.

**34. PRIORITY OF DOCUMENTS:** The Contract consists of and precedence is established by the order of the following documents:

1. The State's Blanket Purchase Order, Statewide Blanket Purchase Order, Contract Purchase Order, Purchase Order, or Participating Addendum;
2. The Solicitation; and
3. Contractor's Bid, Proposal or Quotation as accepted by the State.

The Solicitation and the Contractor's Bid, Proposal or Quotation accepted by the State are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the Division of Purchasing in writing.

**35. ENTIRE AGREEMENT:** The Contract is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's Bid, Proposal or Quotation differ from those specifically stated in the Contract, the terms and conditions of the Contract shall apply. In the event of any conflict between the State of Idaho Standard Contract Terms and Conditions and any Special Terms and Conditions in the Contract, the Special Terms and Conditions will govern. The Contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties; however, Termination for Fiscal Necessity is excepted, and, the State may issue unilateral amendments to the Contract to make administrative changes when necessary.

**36. GOVERNING LAW AND SEVERABILITY:** The Contract shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of the Contract shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of the Contract is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of the Contract will remain in force.



<b>Billing Address:</b>	
Street	
City, State, Zip	
Agency Contact:	Phone:

**Special Instructions:**

This order is placed pursuant to the **Master Agreement ADSPO-016-169897** executed by and between the Contractor and the State of Arizona, and PADD as executed by the Division of Purchasing and the Contractor. By signing below the agency agrees to the terms and conditions contained therein.

\_\_\_\_\_  
(Agency Authorized Signature)

**The Agency shall send One (1) complete copy of this Equipment Placement Form to the Division of Purchasing- email to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov) when issued.**