State of Idaho
****
Send invoices to the address listed below or as indicated in the comments or instructions field
Boise, ID 83720-0075

State of Idaho

THIS NUMBER MUST APPEAR ON ALL DOCUMENTS

Participating Addendum
PADD1022 - 03
Agency Internal Nbr: WSCApb

Participating Addendum Contract Renewal

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho
****
Various, ID 83701

Date: Fri Oct 26, 2007
F.O.B: Destination
Terms:

VENDOR: PITNEY BOWES
9424 N 25th Ave
Phoenix, AZ 85021
Attn: Contact
Vendor Nbr:
Emailed To: nandini.sankaranarayan@pr.com
Phone: 203 351-6947
Fax:
Account Number: P00000064588

Start of Service Date: Fri Nov 09, 2007
End of Service Date: Sat Nov 08, 2008

RFQ#: RFQ04953
DOC#: PREQ10539

File(s) Attached:
PitneyRenew1.pdf
PADD1022.pdf

Buyer: DICK VOGEL 208-332-1605

Item No	Description	Quantity UOM	Unit Price	EXTENSION
000	BLANKET PURCHASE AGREEMENT (line item particulars follow)	1 lot		75000.00
	Total:			75000.00
Blanket Comments:				

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	NOTICE OF STATEWIDE WSCA PARTICIPATING ADDENDUM CONTRACT (PADD) AWARD FOR MAILING EQUIPMENT AND SERVICE (985-54) (nt)	1 LOT	75000.00	75000.00
General Comments:	This Contract Renewal and the provisions hereof are hereby attached to and made part of that certain State of Idaho contract number PADD 1022-02 , dated January 10, 2007, (“Contract”) for Mailing Equipment, for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327, between Pitney Bowes, as "Contractor" and			

the State of Idaho as "State." 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 November 9, 2007.

This Contract is renewed for One (1) Year, commencing November 9, 2007, and expiring November 8, 2008. The same terms, conditions and prices prevail for the contract renewal period.

The dollar amount listed in the contract extension or 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.

Contractor's Primary Contact
Attn:……Linda Diane Hill
Address:……5379 Kendall Street
City, State, Zip:…… Boise ID 83706
Phone Number:…… (208) 890-0360 (Cell)
Fax Number:…… (208) 322-0389
E-Mail:……linda-diane.hill@pb.com

Instructions: **Freight / Handling Included in Price**	
	By: **DICK VOGEL**

C.L. "Butch" OTTER
Governor
MIKE GWARTNEY
Director
BARBARA "Bobbi" L. ECKERLE
Administrator

State of Idaho

Department of Administration
Division of Purchasing
5569 Kendall Street
P.O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465 or FAX (208) 327-7320
http://adm.idaho.gov/purchasing

September 18, 2007

Linda Diane Hill
Pitney Bowes
5379 Kendall St
Boise, ID 83706

RE: Western States Contracting Alliance, State of Idaho Participating Addendum Contract Number PADD1022 Mailing Equipment

Dear Ms. Hill:

The State of Idaho would like to renew the State of Idaho Participating Addendum contract number PADD1022-2, Western States Contract Alliance Mailing Systems Contract number EPS050076-A2-2-A8.
The current Contract with your company will expire November 8, 2007

The State wishes to renew the contract for an additional one (1) year period, as provided for in the contract. The renew period would be from November 9, 2007 through November 8, 2008. This is a preliminary renewal. The State of Idaho, Division of Purchasing, must approval final contract renewal.

Renewal action must be based on the following;

1. All contract terms and conditions remain the same as noted in the existing contact participation addendum and the Western States Contract Alliance contract number EPS050076-A2-2-A8.
2. All pricing remains the same as noted in the Western States Contract Alliance contract number EPS050076-A2-2-A8, or the most current amendment. ①

If you agree or disagree to contract renewal, please circle Yes or No, sign this document and return it to Division of Purchasing by October 2, 2007.

RENEWAL APPROVAL: YES or NO (Please Circle)

Signature

Arthur E. Adams Jr.
Name (Please Print)

October 9 2007
Date

① per our conversation 10/9/07
Pitney Bowes has submitted an updated price list with adjustments and new products for approval to the State of Arizona for the upcoming contract year.

Sincerely,

Dick Vogel, CPPB
Purchasing Officer

The Division of Purchasing contact person for this bid is Dick Vogel at 208-332-1605 or dick.vogel@adm.idaho.gov

U:\leters\MailingMachineRenewalPADD1020.doc

SPIRIT
Automated eProcurement System
ADOA
Arizona Department of Administration

WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM

State of Idaho Contract Number PADD1022

MASTER PRICE AGREEMENT
Metered Mailing Contract
ARIZONA CONTRACT NUMBER: EPS050076

1. Scope:

All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are authorized to purchase products and services under the terms and conditions of the Arizona 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 subdivision 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 purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts

2. Primary Contact:

(The primary participating entity contact for this participating addendum is as follows)

Name:	Dick Vogel
Participating Entity Name:	Division of Purchasing State of Idaho
Address:	Division of Purchasing PO Box 83720 Boise, ID 83720-0075
When sending FedEx, UPS, or other Couriers:	
	5569 Kendall Street Boise, ID 83706-1231
Telephone:	(208) 332-1605
Fax:	(208) 327-7320
E-mail:	dick.vogel@adm.idaho.gov

3. Idaho Administration Reporting

The contractor agrees to provide quarterly price agreement utilization reports to the Idaho administrator in accordance with the following schedule:

Period End	Report Due
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The contractor will submit quarterly reports to the Idaho Administrator (Dick Vogel). These reports shall include the gross Idaho sales, less returns, cancellations, and replacements for the quarterly period subtotaled by procuring agency name within procuring agency state name. This report will be provided 30 calendar days from the close of the calendar quarter.

4. Price Agreement Number:
All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement numbers:

EPS050076 (Arizona)
PADD1022 (Idaho)

5. Installment Purchase Agreements:
Installment Purchase Agreements(lease to purchase) have not been approved for use for procuring agencies within the State of Idaho.
Only rental or purchase agreements are acceptable within the State of Idaho.

6. Parties to this Participating Addendum

The parties to this Participating Addendum (PA) are Pitney Bowes (Contractor) and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the paragraph titled "Scope" of this Participating Addendum (procuring agencies).

6. Pricing
Go to *WWW.SPIRIT.AZ.GOV*, click on the search bar that is on the left. Select **"CONTRACTS"** from the drop down menu and enter the contract number (EPS050076) in the **"FULL TEXT SEARCH"** field. The links will take you into the individual contracts along with the attached documents with pricing and descriptions.

This Addendum and the Price Agreement 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 Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: Division of Purchasing	Contractor: Pitney Bowes
By:	By:
Name: Lyle Gessford, CPPO	Name: Ted Kehle
Title: State Purchasing Manager	Title: Director, Government Contracts
Date:	Date: 1/19/06

STATE OF IDAHO
LEASE AGREEMENT

The (Name of Agency), hereinafter referred to as "Lessee", enters into this Lease Agreement hereinafter referred to as "Lease," with the Pitney Bowes vendor hereinafter referred to as "Lessor" whose name and address are noted in Exhibit E, said exhibit (and all other exhibits hereinafter referenced) attached hereto and incorporated in full, for the lease (rental) of the following personal property items set forth in Exhibit A, such personal property hereafter referred to as "Equipment."

1. **DELIVERY**: Lessor agrees that said Equipment shall be delivered to Lessee at Lessee's place of business, on or before the date specified in Exhibit C. Failure to deliver by the date specified constitutes an event of default by Lessor. If this lease is in default, PBCC will give a thirty-day notice and cure period. PBCC and State of Idaho hereby agree to the following additional terms and conditions:

1. Following written notification by Lessee to PBCC of documented equipment problems and/or service issues that Lessee is having with Pitney Bowes Inc., PBCC agrees to skip bill Lessee for a maximum of ninety (90) days following such notification.

2. Upon resolution of such equipment problems and/or service issues, PBCC will resume billing on a normal schedule and will bill any such skipped payments at the back end of the Lease.

3. Lessee agrees to make all payments under the Lease as they become due, including any such skipped payments following resolution of the outstanding equipment problems and/or service issues.

2. **EQUIPMENT**: Equipment shall be in good condition, without prior use by Lessor unless otherwise provided by the bidding documents, completely serviced for immediate use by Lessee, free from defect, and in all respects prepared for the use for which it is intended as per specifications set forth in Exhibit B.

3. **CONFORMING GOODS**: The Equipment shall minimally conform in all respects with the Equipment specifications as set forth in Western States Contracting Alliance (hereafter WSCA) master contract number EPS050076 with Idaho participating Addendum Number PADD1022. In the event of nonconformity, and without limitation upon any other remedy, Lessee shall have no financial obligation in regard to the nonconforming Equipment.

4. **DURATION OF LEASE-OPTION TO RENEW**: Lessor agrees to lease said Equipment to Lessee for a period of time as set forth in Exhibit C, hereinafter referred to as "Lease Term." Lessee shall exercise its option to renew for annual periods, if at all and provided by the bidding documents, by serving written notice upon Lessor of its intent no later than thirty (30) days prior to conclusion of a Lease Term. Pricing for any renewal period shall not exceed the amount for the most recent annual period of the Lease Term or as provided by the bidding documents. Written notice shall be deemed to be received by Lessor upon dispatch of same by the Administrator, Division of Purchasing, in the postal system of the United States.

5. **COST OF LEASING**: The cost of leasing shall be as set forth in Exhibit D.

6. **PAYMENT SCHEDULE**: Lessee's obligation to make periodic payments for the lease of said Equipment shall begin upon delivery of goods which conform to the requirements of the Lease. Lessor agrees to bill Lessee on the 30th day of the month immediately prior to the month for which payment is requested. Payment for each Lease period shall be dispatched by Lessee no later than the 1st day of the month for the period for which payment is requested. Lessor is specifically aware that the use of said Equipment will be by the Requisitioning Agency listed in Exhibit E, an agency of the State of Idaho. Lessor is further aware that such use is to be funded by appropriations from the Legislature of the State of Idaho, and may be funded in part by the government of the United States of America. Lessor is further aware that payment pursuant to the terms of this Lease shall

be by government voucher. Lessor specifically agrees that late payment by the State of Idaho shall not constitute grounds for Default. Any payments received later than thirty (30) calendar days from the due date may be subject to a late charge of five percent (5%) of the amount of the payment which remains due for more than thirty (30) calendar days. Lessee agrees to tender payment for the twelfth month of the Lease period simultaneously with tender of the first month's payment, if requested.

7. **NOTICE OF INTENT TO CANCEL FOR DEFAULT:** Lessor or Lessee shall give thirty (30) days written notice to the other, of any intent to cancel this Lease upon grounds of Default. Within that time period, the appropriate party shall have the absolute and uncontrolled right to cure. Written notice shall be dispatched by Lessor to the Administrator of the Division of Purchasing; if by Lessee to Lessor, at the respective mailing addresses heretofore stated in Exhibit E. Cancellation of this Lease shall be ineffective if attempted in any other manner.

8. **OWNERSHIP**: It is expressly understood and agreed that this is a contract of leasing only and that Lessee by these presents acquires no right, title, or interest in or to the Equipment described in this Lease, except those of Lessee under this Lease.

9**.** **PERSONAL PROPERTY.** The Equipment is and will remain personal property of the lessor and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

As the Equipment is and will remain personal property of the lessor, the lessor will be responsible for all personal property taxes. The State is generally exempt from payment of state sales and use taxes and from personal property tax and as such the State will not be billed by the lessor for the personal property tax.

10. **COST OF OPERATION**: Lessee agrees to bear the entire cost of operating the leased Equipment and agrees to follow the manufacturer's servicing recommendations. Lessor shall have the right to inspect the leased Equipment during reasonable business hours.

11. **OVERLOADING**: Lessee agrees that it will not operate the Equipment beyond the rated capacity established by its manufacturer. Lessee also agrees not to make any alterations to the Equipment, its attachments, controls, or motors.

12. **ASSIGNMENTS**: This Lease shall not be assigned by Lessee, without the written consent of the Lessor. Neither this Lease, nor any of Lessor's rights hereunder, shall be assigned or in any other manner be transferred by Lessor to any other party, without the written consent of the Administrator, Division of Purchasing, and any such agreement or transfer without such approval shall cause the annulment of the Lease so assigned or transferred, at the option of the State of Idaho. For WSCA master contract number EPS050076 with Idaho participating Addendum Number PADD1022 only, Pitney Bowes Corporation may assign the lease in whole or for payment only to another Pitney Bowes Owned Entity or Affiliate without the written consent of the Administrator, Division of Purchasing.

13 **NEGLIGENCE**: The Lessee will hold the Lessor harmless for any liability arising out of the negligent use or operation of the Equipment by the Lessee. Lessor will hold Lessee harmless for any liability arising out of the negligence of Lessor; or defect or operation of the Equipment; or arising out of a failure by Lessor to comply with any state or federal statute, law, regulation or act.

14. **OFFICIALS, AGENT AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE**: It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way

personally liable or responsible for any covenant or agreement herein contained whether express or implied, nor for any statement, representation or warranty made herein in any connection with this Lease.

15. **APPROPRIATION BY LEGISLATURE REQUIRED**: It is understood and agreed that Lessee is a government entity and this Lease 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 State Legislature or the Congress of the United States as may from time to time exist. In the event the Idaho Legislature or the Congress fails, neglects or refuses to appropriate such funds as may be designated by and enable the Requisitioning Agency to continue the Lease payments, this Lease shall be at such time automatically terminated and at an end, and all future rights and liabilities of the parties hereto shall thereupon cease within ten (10) days after written notice to the Lessor. It is understood and agreed that the Lease payments herein provided for shall be paid from the joint appropriation of the State of Idaho, Requisitioning Agency as listed in Exhibit E.

15. **INSURANCE**: The Lessee maintains a program of self-insurance; and the Equipment will be insured to the same extent as other property of the Lessee. All Public Liability coverage for the Lessee individually shall be secured by Lessee. Upon written request Lessee shall furnish Lessor satisfactory evidence of such insurance coverage or self-insurance, which evidence shall among other things provide that Lessor receive immediate notice of policy cancellation. All such insurance or self-insurance shall protect, as their interests may appear, the Lessor, the Lessee, any other person having an interest in the Equipment, and any person responsible for the use or operation of the Equipment.

16. **GENERAL PROVISION**:

(a) Neither party shall be liable or deemed to be in default for any Force Majeure delay or failure in performance under this Lease or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, insurrections, labor disputes, or unusual delays beyond the Lessor's control.

(b) This Lease shall be construed in accordance with, and governed by the laws of the State of Idaho.

(c) This Lease, with the WSCA master contract number EPS050076 with Idaho participating Addendum Number PADD1022 constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiation, representations, commitments, and all other communications between the parties. It 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. The terms of the Lease shall prevail notwithstanding any variances with the terms and conditions of any order submitted by the State of Idaho.

STATE OF IDAHO
LEASE AGREEMENT

EXHIBIT "A"

Equipment	General Equipment Description

STATE OF IDAHO
LEASE AGREEMENT

EXHIBIT "B"

Specifications:

WSCA master contract number EPS050076 with Idaho participating Addendum Number PADD1022 specifications, including contract terms and conditions, if not attached or otherwise described, are those stated in the WSCA documents and are incorporated by reference as though herein set out in full.

STATE OF IDAHO
LEASE AGREEMENT

EXHIBIT "C"

Delivery Date: On or Before _____

Lease Term: __ year(s) [with option to renew, if provided in bidding documents]

STATE OF IDAHO
LEASE AGREEMENT

EXHIBIT "D"

Lease Costs:	Detailed equipment list and monthly cost (if maintenance agreement is purchased list maintenance cost per month) Monthly @ $_____ per month
Delivery & Installation:	NONE
De-installation & Removal:	NONE

STATE OF IDAHO
LEASE AGREEMENT

EXHIBIT "E"

Contractor	Requisitioning Agency's (Lessee) Name and Address:
Pitney Bowes Corporation	_____
5379 Kendall Street	_____
Boise Idaho 83706	_____
Contact :	Agency Contact
Linda Diane Hill	_____
Phone: 800-322-8133 ex 73634	_____
Cell 208-890-0360	_____
FAX 208-322-0389	_____
E-FAX 203-460-3773	