

**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**

Led by the State of Arizona

Master Agreement #: CTR058809 as amended
Contractor: **QUADIENT, INC.**
Participating Entity: **STATE OF NORTH CAROLINA**
NC Department of Information Technology

The following products or services are included in this contract portfolio:

All products, services, and accessories listed in the Quadient Price Sheet (August 2024) posted on the NASPO ValuePoint website at Portfolio Contractor - NASPO ValuePoint ("VP").

Leasing shall be provided by Quadient Leasing USA, Inc., a wholly owned subsidiary of Quadient, Inc.

Master Agreement Terms and Conditions

1. Scope: This Participating Addendum covers the NASPO ValuePoint Master Agreement together with its exhibits ("Master Agreement") for Mailroom Equipment, Supplies and Maintenance led and administered by the State of Arizona. The Master Agreement (**Attachment A** hereto) may be used by State agencies and other entities located in the Participating State of North Carolina as authorized by North Carolina statutes or regulations and the State's Chief Procurement Officer. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
2. Participation and Usage: This Participating Addendum will result in a Convenience Contract pursuant to 9 NCAC 06B.0701(c)(1) and 06B.0701(c)(2). This Convenience Contract may be used by Executive State Agencies and other purchasers as permitted by N.C.G.S. §§ 143B-1323 and 143B-1324. Further, it may be used as a Convenience Contract available, but not mandatory, to non-state agencies as permitted by law. Such entities include the North Carolina University System and its member campuses, instructional components of the North Carolina Department of Public Instruction, instructional components of the North Carolina Community College System, as well as local (municipal and county) governments, and LEAs (hereinafter all shall be referred to as "Purchasing Entities"). The Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Ryan Mikel
Address:	478 Wheelers Farm Road, Milford, CT 06461
Telephone:	651-592-1226
Fax:	
Email:	r.mikel@quadient.com

Contractor – Government Sales Channel Director

Name:	Kevin Warner
Address:	478 Wheelers Farm Road, Milford, CT 06461
Telephone:	717-599-4330
Fax:	
Email:	k.warner@quadient.com

Lead State

Name:	Francine Whittington
Address:	100 N. 15th Ave, Suite 402, Phoenix, AZ 85007
Telephone:	602-542-3929
Fax:	
Email:	Francine.whittington@azdoa.gov

Participating Entity

Name:	Ngoc Nguyen, NC Department of Information Technology
Address:	4105 Mail Service Center Raleigh, NC 27699-4105
Telephone:	(919) 754-6331
Fax:	
Email:	Ngoc.Nguyen@nc.gov

4. Participating Entity Modifications or Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

- ☐ No changes to the terms and conditions of the Master Agreement are required.
- ☒ The following changes modify or supplement the Master Agreement terms and conditions.

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TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

GOVERNING LAW. This Participating Addendum is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Participating Addendum or purchase order, its situs and forum, shall be Wake County, North Carolina where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Participating Addendum, to the jurisdiction of the courts of the State of North Carolina and stipulates that Wake County shall be the proper venue for all matters.

Changes Specific to North Carolina Purchasing Entities**Definitions**

“Services” shall mean the duties and obligations undertaken by the Contractor to fulfill the specifications, requirements, terms and conditions of the Participating Addendum and shall also include “services” (lower-case), as that term is used in the Master Agreement and defined in MA Section 6.I. 1.12 Product or Products and Services. “Services” shall also include, without limitation, providing web browser access by authorized users to certain Contractor online software applications and to related services, such as Contractor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service (“SaaS”) solution.

“State” as used in this Participating Addendum shall mean the State of North Carolina, the Participating Entity, or the Purchasing Entity, as appropriate.

Terms and Conditions

Certain terms and conditions are required by applicable North Carolina law and regulation and are set forth below. Such terms shall supersede all conflicting terms in the Master Agreement as between the Contractor and Participating Entity from the date of execution set forth below. The terms in the Master Agreement, unmodified by this Participating Addendum, shall supersede all conflicting terms in the Contractor’s Product Purchase Agreement, Product Lease Agreement, Service Level Agreements, and other documents incorporated by reference or hyperlinks therein (“Contractor’s Agreements”) to the extent that such terms have not otherwise been modified or rendered of no force or effect in this Participating Addendum.

- A. Software Licenses/Product Terms: A list of Software Licenses/Product Terms applicable to this Addendum are attached hereto as **Attachment B** and are addressed below in Paragraph 5. Attachments.

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- B. Postage Meter Terms: 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/or use of postage meters supplied under this Participating Addendum.
- C. Product Lease or Purchase Agreement: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058809. **Attachment C** contains the lease agreement and corresponding agreements, while **Attachment D** contains the Product Purchase Agreement. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, except for non-appropriation of funds or termination for cause.

The following provisions shall supersede the Contractor's Lease and Rental Agreements. Conflicting provisions in such Agreements shall have no force or effect:

1. The Contractor shall be responsible for any damages caused by the Contractor or its agent(s) to individuals, the building, its contents, or the surrounding grounds as the result of delivery and installation of equipment that is purchased, leased, or rented by the State.
 2. All equipment leased or rented shall be coordinated for removal from an Agency's location within ten (10) business days after expiration of the lease or rental term at the Agency's expense for equipment that can be returned by mail shipment and at the Contractor's expense for all other equipment.
- D. Subcontractors: All Quadient contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of North Carolina, as shown on the dedicated Quadient Section of the NASPO VP Website ("dealers"), 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 aforementioned Master Agreement and this Participating Addendum.
- E. Purchase Order Instructions: All orders under this Participating Addendum are to be issued to and processed by Quadient and should contain the following:
1. Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR058809" and
 2. Name, address, contact, and phone number of the Participating Entity or Purchasing Entity

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be governed by the prices and other terms and conditions of the Master Agreement.

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- F. Price Agreement Number: All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number and the Lead State price agreement number (i.e., CTR058809).
- G. 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 it is an Individual Customer. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible for following the terms and conditions of the Participating Addendum and the Master Agreement and it 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 its 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 its purchases. The Contractor will apply the charges to each Purchasing Entity individually.
- H. Contractor Utilization of Workers Outside the U.S.: In accordance with N.C.G.S. § 143B-1361(b), the Contractor must identify how it intends to utilize resources or workers located outside the U.S. and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Contractor's utilization of resources or workers prior to making an award for any such Contractor's offer. The Contractor shall provide the following:

The location of work to be performed by the Contractor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Contractor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.

Any Contractor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will the Contractor perform any work outside of the United States? ☐ Yes ☒ No

If yes, the Contractor must specify the countries in which the employees are working and in what capacity they are accessing State Data. Specifically, the State must know if the employees are Help Desk support, Technical Support and/or Coder, etc.

Response:

- I. NC eProcurement System: State Agency (and other Purchasing Entities) purchases shall be conducted through the North Carolina eProcurement system (NCEP). See <https://eprocurement.nc.gov> for more information. The Contractor shall register for NCEP within two (2) business days of execution of this Addendum in order to receive an

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electronic purchase order resulting from this Addendum. The State's third party agent shall serve as the Supplier Manager for NCEP.

- 1) Without affecting the approved product prices or discounts specified in the Master Agreement, the Contractor shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through eProcurement. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any Purchasing Entities. The transaction fee shall not be stated or included as a separate item in the Contractor's proposed quote or invoice. There are no additional fees or charges to the Contractor for the Services rendered by the supplier manager under this Addendum. The Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the purchase order.
- 2) The Contractor will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless the Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and the Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, the Contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the Purchasing Entity has not been received by the Contractor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Contractor in writing (including electronic documents), supporting documentation from the e-procurement service that accounts for the amount of the invoice.
- 3) The Supplier Manager will capture the order from the Purchasing Entity, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the supplier manager will send those orders to Contractor. The State or Purchasing Entity, not the Supplier Manager, shall be responsible for the payment for goods delivered.
- 4) The Contractor agrees at all times to maintain the confidentiality of its username and password for the statewide E-Procurement Services. If the Contractor is a corporation, partnership or other legal entity, it may authorize its employees to use its password. The Contractor shall be responsible for all activity and all charges for such employees.

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The Contractor agrees not to permit a third party to use NCEP through its account. If there is a breach of security through the Contractor's account, the Contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. The Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

J. Order Information

1. There is no minimum order amount for this Addendum.
2. The Purchasing Entity will place orders via regular mail, fax, email, electronic procurement, or procurement card. No additional fees shall apply for orders purchased with a procurement card. Payments may be made via a State or political subdivision's purchasing card if presented at time of order.
3. Delivery: The Contractor shall provide access to the Product and Services within twenty (20) consecutive calendar days after receipt of purchase order. Upon determining that access will be delayed, the Contractor shall promptly notify the Purchasing Entity in writing and include an anticipated date of access.
4. Payment Terms
 - 1) Payment terms are Net 30 days after receipt of correct invoice and acceptance of one or more of the Products or Services. Notwithstanding the foregoing, payment for Services which are Software-as-a-Service Subscriptions may be made by the Purchasing Entity in advance of or in anticipation of subscription Services to be actually performed under the Contract or upon proper invoice for other Services rendered and are payable Net 30 days after receipt of correct invoice. Payments are subject to any retainage requirements herein. The Purchasing Entity is responsible for all payments under the Contract. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et seq.* of the N.C. General Statutes and applicable Administrative Rules. The Contractor is prohibited from assessing late fees, interest, or other penalties, on overdue accounts. If permitted by law, the Contractor may charge non-State agencies late fees, interest or other penalties on overdue accounts.
 - 2) Upon the Contractor's written request of not less than thirty (30) days and approval by the State, the State may:
 - i. Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or

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- ii. Include any person or entity designated in writing by the Contractor as a joint payee on the Contractor's payment check(s), however,
 - iii. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations.
 - 3) For any third party software licensed by the Contractor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Contractor must be provided to the State before any related license fees or costs may be billed to the State.
 - 4) An undisputed invoice is an invoice for which the State and/or the Purchasing Entity has not disputed in writing within thirty (30) days from the invoice date unless the agency requests more time for review of the invoice. Upon the Contractor's receipt of a disputed invoice notice, it will work to correct the applicable invoice error provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing Entity is not required to pay the Contractor for any Products or Services provided without a written purchase order from the appropriate Purchasing Entity. In addition, all such Services provided must meet all terms, conditions, and specifications of this Contract and purchase order and be accepted as satisfactory by the Purchasing Entity before payment will be issued.
 - 5) The Purchasing Entity shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as the Contractor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing Entity, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.
- K. Prohibition Against Contingent Fees and Gratuities: The Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. The Contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State purchasing agent in writing prior to acceptance of the contract or award in question. Each individual signing below warrants that he/she is duly authorized by his/her respective party to sign this Addendum and bind the party to the terms and conditions of this Addendum. The Contractor further warrants that, to the best of its knowledge, no officer or employee of the

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State has any direct or indirect financial or personal beneficial interest in the subject matter of this Addendum or obligation or contract for future award of compensation as an inducement or consideration for making this Addendum. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of this Addendum. Violations of this provision may result in debarment of the Contractor(s) as permitted by 09 NCAC 06B .1207 or other provision of law.

- L. Availability of Funds: Any and all payments to the Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Purchasing Entity for the purposes set forth in this Addendum. If this Addendum or any purchase order issued hereunder is funded in whole or in part by federal funds, the Purchasing Entity's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Addendum or purchase order. If the term of this Addendum extends into fiscal years subsequent to that in which it is approved, such continuation of the Addendum is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Addendum. If funds to effect payment are not available, the Purchasing Entity will provide written notification to the Contractor. If the Addendum is terminated under this paragraph, the Contractor agrees to take back any affected Products not yet delivered under this Addendum, terminate any Services not yet supplied to the Purchasing Entity under this Addendum, and relieve the Purchasing Entity of any further obligation thereof. The Purchasing Entity shall remit payment for Products and Services accepted (pursuant to the terms of the Master Agreement, Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS, IX. Inspection and Acceptance) prior to the date of the aforesaid notice in conformance with the payment terms.
- M. Confidentiality: In accordance with N.C.G.S. §§ 143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. § 132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. § 132-1.2. The Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**." By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. *However, under no circumstances shall price information be designated as confidential.* The State may serve as custodian of the Contractor's confidential information and not as an arbiter of claims against the Contractor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. § 132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any

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official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of the Contractor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to the Contractor with respect to the disclosure of the Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. § 132-9 or other applicable law.

- N. Access to Persons and Records: Pursuant to N.C.G.S. § 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Addendum. Additional audit or reporting requirements may be required by the Agency if such requirement is imposed by federal or State law or regulation. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.
- O. Insurance Coverage: During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits listed below.
- i. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Addendum; and
 - ii. Commercial General Liability - General Liability Coverage for bodily injury, property damage and personal and advertising injury on an occurrence basis in the amount of \$2,000,000.00 per occurrence and in the annual aggregate; and
 - iii. Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of the Addendum. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may

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conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

- P. Dispute Resolution: The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the Department of Transportation for decision. A claim by the State shall be submitted in writing to the Contractor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform its respective duties and responsibilities under this Addendum. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- Q. Taxes: The State of North Carolina is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Eligible Purchasers of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to the Contractor by the Eligible Purchaser, as applicable, during the term of this Addendum. Applicable state or local sales taxes shall be invoiced as a separate item.
- R. E-Verify: Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a purchase order unless the Contractor complies with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Contractors are directed to review the foregoing laws. Any awarded Contractor must submit a certification of compliance with E-Verify to the State and on a periodic basis thereafter as may be required by the State.
- S. Assignment: The Contractor may not assign the Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. The Contractor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Contract attorning and agreeing to the terms and conditions agreed, and that Contractor shall affirm that the assignee is fully capable of performing all obligations of the Contractor under the Contract. An assignment may be made, if at all, in writing by the Contractor, the Assignee and the State setting forth the foregoing obligation of the Contractor and the Assignee.
- T. Termination: Any notice or termination made under the Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

1. The parties may mutually terminate the Contract by written agreement at any time.

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2. The State may terminate the Contract, in whole or in part, pursuant to Paragraph W – Default for any of the following:
- i. Termination for Cause: In the event any goods, software, or service furnished by the Contractor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within thirty (30) days of Contractor's receipt of written notice thereof to the Contractor, the State may cancel the applicable order and procure the articles or Services from other sources and may, pursuant to the right afforded in 09 NCAC 6B .1206, hold the Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs U - Limitation of Contractor's Liability and Paragraph V - Contractor's Liability for Injury to Persons or Damage to Property herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of liability to the State for damages sustained by the State arising from Contractor's breach of the Contract and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by the Contractor shall be cause for termination.
 - ii. Termination For Convenience Without Cause: The State may terminate this Participating Addendum by giving ninety (90) days' prior notice in writing to the Contractor. The Contractor shall be entitled to sums due as compensation for Products provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State, the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
 - iii. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems may result in termination of the Contract.

U. Limitation of Contractor's Liability

- 1. Where Deliverables are under the State's exclusive management and control, the Contractor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. The Contractor shall not be responsible for any damages that arise from (i) misuse or modification of the Contractor's Software by or on behalf of the State; (ii) the State's failure to use corrections or enhancements made available by the Contractor; (iii) the quality or integrity of data from other automated or manual systems with which the Contractor's Software interfaces; (iv) errors in or changes to third party

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software or hardware implemented by the State or a third party (including the Contractors of such software or hardware) that is not a subcontractor of the Contractor or that is not supported by the Deliverables; or (vi) the operation or use of the Contractor's Software not in accordance with the operating procedures developed for the Contractor's Software or otherwise in a manner not contemplated by this Contract.

2. The Contractor's liability for damages to the State arising under the Participating Addendum shall be limited to two (2) times the purchase value. Purchase value is defined as the total cost of Products and Services procured in an Order placed by the Participating Entity or by any Purchasing Entity.
3. The foregoing limitation of liability shall not apply to claims covered by other specific provisions including, but not limited to, the Contractor's infringement defense and indemnification obligations, Service Level Agreement or Deliverable/Product Warranties or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. § 1B-1 *et seq.*, or the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Contractor's failure to comply with the requirements stated therein.

V. Contractor's Liability for Injury to Persons or Damage to Property

1. The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
2. The Contractor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Contract, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or subcontractors.
3. The Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor.

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W. Default: In the event Services or other Products furnished or performed by the Contractor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within thirty (30) days of receipt of such written notice, the State may cancel the Contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- a. If the Contractor fails to deliver or provide correct Services or other Products within the time required by the Contract, the State shall provide written notice of said failure to the Contractor and by such notice require performance assurance measures pursuant to N.C.G.S. § 143B-1340(f). The Contractor is responsible for the delays resulting from its failure to deliver or provide Services or other Products.
- b. Should the State fail to perform any of its obligations upon which the Contractor's performance is conditioned, the Contractor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. The Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- c. The Contractor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Contractor may deem necessary or proper to provide.

X. Master Agreement Paragraph XII. Indemnification, 12.2. Intellectual Property Indemnifications is modified by adding the following text to 12.2.2.

- i. Notwithstanding the Contractor's right to have the sole control of the defense and settlement of any Intellectual Property Claim, the State shall have the option to participate in such action at its own expense.

Y. Security of State Data

- a) "Data" includes and means information, formulae, algorithms, or other content that the Purchasing Entity, its employees, agents and end users upload, create or modify using the Contractor Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution's. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable. All materials, including software, Data, information and documentation provided by the State to the Contractor (State Data)

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during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Contractor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event or other eventuality. Proprietary Contractor materials shall be identified to the State by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Derivative works of any Contractor proprietary materials prepared or created during the performance or provision of Services hereunder shall be provided to the State as part of the Services. The Contractor shall not access State User accounts or State Data except (i) during data center operations; (ii) in response to service or technical issues; (iii) as required by the express terms of this Contract; or (iv) at the State's written request. The Contractor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Contract. No such information, Data, instruments, studies, reports, records and other materials in the possession of the Contractor shall be disclosed in any form without the prior written agreement with the State. The Contractor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.

- b) The Contractor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) Protection of personal privacy and sensitive data. The Contractor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>), that is collected by the State and stored in any Contractor site or other Contractor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by the Contractor or its agents or subcontractors in connection with the provision of the Services. The Contractor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within twenty-four (24) hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Contractor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

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The Contractor shall provide a Vendor Readiness Assessment Report Non-State Hosted Solutions: <https://it.nc.gov/documents/vendor-readiness-assessment-report> annually.

- e) The Contractor will provide and maintain secure backup of the State Data. The Contractor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Contractor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.
- f) The Contractor shall certify to the State:
 - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Contract.
 - ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid third party security certification not to exceed one (1) year and is consistent with the data classification level and security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate and verify such requirements.
 - iii) That the Services will comply with the following:
 - (1) Any NCDIT security policy regarding Cloud Computing, and the NCDIT Statewide Information Security Policy Manual, to include encryption requirements as defined below:
 - (a) The Contractor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Contractor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Contractor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and

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negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Contractor must describe existing security measures that provide a similar level of protection;

- (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. §§ 75-65 and -66);
 - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132;
 - (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA); and
 - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- g) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60 *et seq.*) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by the Contractor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by the Contractor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.

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- h) Breach Notification. In the event the Contractor becomes aware of any confirmed Security Breach due to Contractor acts or omissions other than in accordance with the terms of the Contract, the Contractor shall, at its own expense, (1) within twenty-four (24) hours notify the State's Contract Administrator of such Security Breach and perform a root cause analysis thereon; (2) investigate such Security Breach; (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.
- i) Notification Related Costs. The Contractor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Contractor acts or omissions other than in accordance with the terms of the Contract, resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach including, but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Contractor becomes aware of any Security Breach which is not due to Contractor acts or omissions other than in accordance with the terms of the Contract, the Contractor shall immediately notify the State of such Security Breach and the Parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- j) In case of security breach, the Contractor shall allow the State reasonable access to manually review Services security logs, latency statistics, and other related Services security data that affect this Contract and the State's Data, at no cost to the State upon request.

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- k) In the course of normal operations, it may become necessary for the Contractor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Contractor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
 - l) Remote access to Data from outside the continental United States including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
 - m) In the event of temporary loss of access to Services, the Contractor shall promptly restore continuity of Services, restore Data in accordance with this Contract and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Contract.
 - n) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, the Contractor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. The Contractor shall provide such notification within twenty-four (24) hours after the Contractor has confirmed that there has been such a disaster or catastrophic failure. In the notification, the Contractor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What the Contractor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action the Contractor has taken or will take to prevent future State Data and Services loss.
 - (4) If the Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.

The Contractor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. The Contractor shall cooperate fully with the State, its agents and law enforcement.

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- o) In the event of termination of this Contract, cessation of business by the Contractor or other event preventing it from continuing to provide the Services, the Contractor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Contract. As a part of the Contractor's obligation to provide the State Data pursuant to this subparagraph o), the Contractor will also provide the State any data maps, documentation, software, or other materials necessary including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
 - p) Secure Data Disposal. When requested by the State, the Contractor shall destroy all requested data in all of its forms (disk, CD/DVD, backup tape, paper, etc.). Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.
- Z. Third Party Software, Open-Source Software, and flow down terms: Notwithstanding terms and conditions, hyperlinks, or similar references to additional license agreements of third Parties presented in the Contractor's License Agreement, or other agreement, the State has no financial obligation or liability to the Contractor or such third parties under such additional license agreements. The State will not knowingly violate the licensing limitations stated in such additional license agreements.
- AA. Clickwrap Terms. Services or Products provided by pursuant to this Participating Addendum may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process for the Product or for access to the Services. All terms and conditions of any clickwrap agreement provided with any Product or Services purchased herein shall have no force and effect and shall be non-binding on the Participating Entity, the Purchasing Entity, and their employees, agents, and other authorized users of the Product or Services. Notwithstanding the foregoing, terms and conditions in the Contractor's software dialog boxes acknowledging compliance with United States federal laws applicable to mail and shipping may apply.
- BB. Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or

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unless superseded by applicable federal or State statute, including statutes of repose or limitation.

- CC. Neither party to this Contract is entitled to obtain judgment from the other party for attorney fees it has incurred in any litigation between the parties or in defense of any claim asserted by a third party. Either party may seek such equitable relief, costs and fees as permitted by applicable law. Applicable law, for the purpose of this Contract and all Services means North Carolina and United States federal laws and shall exclude laws of foreign jurisdictions including, but not limited to, the European Union General Data Protection Regulation and its implementation in European Countries. Contractor's data processing agreements shall have no force or effect and shall not be signed by the Participating Entity, a Purchasing Entity, or their officials, directors, employees, agents, or contractors.
- DD. Prohibited Actions. Notwithstanding any provision to the contrary appearing in the Contractor's attached documents or documents referenced or hyperlinked therein ("Contractor Agreements"), none of the following shall have any effect or be enforceable against the State, including the Participating Entity, Purchasing Entity, and their officials, directors, employees, agents, or any authorized user:
1. Any Contractor term permitting the Contractor to assign, subcontract, delegate, transfer or otherwise convey the contract resulting from this Participating Addendum, or any of its rights and obligations thereunder, to any entity without the prior written consent of the State and in accordance with Participating Addendum Paragraph titled "Assignment."
 2. Any term obligating or requiring the State to indemnify or hold harmless any person or entity including, without limitation, the Contractor, its licensors, successors, or assigns.
 3. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term.
 4. Automatically charging the State's payment source.
 5. Any term providing that state laws other than North Carolina shall govern the contract and any term in derogation of venue in Wake County, North Carolina, N.C.G.S. § 22B-3 *Contracts against public policy* (Contracts with forum selection provisions deemed void and unenforceable). See N.C.G.S. § 114-6.
 6. Any term requiring arbitration or mediation.
 7. Any term requiring the State to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury, or requiring the State to waive its right to assert any defense.
 8. Any term requiring delivery other than FOB Destination.
 9. Any term providing for passage of title or risk of loss to the State prior to express acceptance of deliverables by the State.

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10. Any term requiring pre-payment of maintenance fees for a term other than one year.
 11. Any term imposing or requiring payment of a late fee, penalty, delinquency charge, interest, attorney's fees, liquidated damages, termination fees, audit costs, court costs, collection costs, or other similar costs.
 12. Any term obligating the State to pay taxes inconsistent with its tax-exempt status.
 13. Any terms changing the posted payment terms or increasing the posted prices or costs for Products and Services.
 14. Any terms which limit, or have the effect of limiting, the right of the State to contract termination upon failure of legislative appropriation.
 15. Merger clauses, "entire agreement" clauses, and clauses of similar intent
 16. Intellectual property liability or general indemnity clauses that are not unlimited as to dollar amount.
 17. Any provisions providing for the storage, collection, or transfer of State Personally Identifiable Information or State Data outside of the jurisdiction of the United States.
 18. *A general limitation of liability by the Contractor that is less than two (2) times the value of the Contract.*
 19. Any term excluding liability for property damage or personal injury, including injury caused by negligence, gross negligence, and willful and wanton conduct.
 20. Any term excluding damage types from a liability cap including, but not limited to, exclusions of liability for any indirect, incidental, special, consequential, or punitive damages, lost profits, business interruption or loss of use, costs of procurement of substitute products or services, loss or corruption of business information or data or cost of reconstruction of such data, loss of goodwill, or other damages.
- EE. Notwithstanding any terms, definitions, standards, or documents incorporated into or referenced in the Contractor's Agreements,
1. the term "confidential information" shall be determined pursuant to this Participating Addendum and the N.C. Public Records Act,
 2. the term "affiliate" shall not apply to the State or any authorized purchaser,
 3. in matters of records retention, the State's record retention schedules and the NC Public Records Act shall control,
 4. the State has the authority to transfer or assign the Contractor's products, licenses, or Service in accordance with N.C.G.S. § 143A-6 and other applicable law,
 5. the Contractor shall provide the State notice of any changes to its Contractor's Agreement and obtain the State's agreement to incorporate such changes into the State's agreement; unilateral change provisions without Contractor notification and the State's agreement are void,
 6. the terms of the Contractor's Agreements are not confidential,

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7. the order of precedence shall be as stated in this Participation Addendum,
 8. In matters of privacy and security of State Data, any Contractor privacy policies, security, policies, or security guidelines, shall be superseded by applicable North Carolina law, NCDIT Security Standards and Policies, and this Participating Addendum's Paragraph on Security of State Data.
 9. The Contractor shall not sell or share the State's Data including, but not limited to, Personal Information, as defined in Contractor's Business Privacy Policy, to or with third parties including, but not limited to, marketers. Notwithstanding the foregoing, the Contractor shall have a limited, non-exclusive license to access and use the State's Data in confidence as provided herein and solely for the purpose of the Contractor performing its obligations under this Participating Addendum and any Order to provide the SaaS items.
5. Attachments: The following Contractor Agreements are attached and incorporated into the Agreement subject to this Participating Addendum's provisions, terms and conditions, which shall always take precedence in the event of conflicts arising among the terms of the Contractor Agreements and this Participating Addendum.

Attachment B: Services/License/Maintenance Agreements

1. S.M.A.R.T. End User License Agreement (Attachment B-1)
2. Quadient Maintenance Terms and Conditions (Attachment B-2)

Attachment C: Lease Agreement

1. Quadient Terms and Conditions (Attachment C-1) which include the following sections:
 - a. Government Product Lease Agreement
 - b. Postage Meter Rental Agreement
 - c. Maintenance Agreement
 - d. Online Services and Software Agreement
2. eCertify Addendum to Agreement (Attachment C-2)

Attachment D: Product Purchase Agreement

1. Quadient Terms and Conditions (Attachment D-1) which includes the following sections:
 - a. Government Product Purchase Agreement
 - b. Postage Meter Rental Agreement
 - c. Maintenance Agreement
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PARTICIPATING ADDENDUM
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2. eCertify Addendum to Agreement (Attachment D-2)

Attachment E: Cost Information

Quadient Price Sheet – revised August 2024

6. Amendments and Conflicts: Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to the Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.
7. Entire Agreement: This Participating Addendum (PA) together with all of the attachments attached hereto and made a part of, and the Master Agreement number CTR058809 (administered by the State of Arizona) together with its exhibits and amendments set forth as Amendments to the Master Agreement, as supplanted and modified herein, 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 Participating Addendum and the Master Agreement shall not be added to or incorporated into this Participating Addendum (except normal State purchase order language consistent with this Participating Addendum). Any attempts to add or incorporate additional terms and conditions by the Contractor with Purchasing Entities are hereby rejected. The terms and conditions of this Participating Addendum and the terms of the Master Agreement consistent with this Participating Addendum shall prevail and govern as to the contractual relationship between the State and the Contractor.

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

Participating Entity: NC Department of Information Technology	Contractor: Quadient, Inc.
Signature: 	Signature: 
Name: Teena Piccione	Name: John Tartaro
Title: Secretary of DIT and State CIO of NC	Title: Sr. Director, U.S. Finance Solutions
Date: 12/12/2025	Date: Dec 11, 2025

PARTICIPATING ADDENDUM



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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

***to support documentation of participation and posting
in appropriate data bases.***

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TABLE OF CONTENTS FOR ATTACHMENTS

ATTACHMENT A: NASPO-Quadient Master Agreement (short form without other States' terms)

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ATTACHMENT E: Cost Information

Quadient Price Sheet – revised August 2024

	Contract Amendment		Arizona Department of Administration State Procurement Office Phoenix, AZ 85007
	Contract #: CTR058809	Contract Amendment: Two (2)	
	Effective Date: 5/15/2024		

NASPO Mailing Equipment, Supplies and Maintenance

Quadient, Inc.

The purpose of this amendment is to extend the contract, and add on additional items.

In accordance with Section 6: NASPO Valuepoint Master Agreement Terms and Conditions, the following items have been amended:

- Pursuant to Section II, Term of Master Agreement, Section 2.1, Initial Term, the contract is hereby extended from May 15, 2024 to May 14, 2025.

In accordance with Section 3: Scope of Work, Section 3.6, Technology Advancements, the equipment and technologies below have been added and deleted from the price book, these revisions are noted on attachment "NASPO CTR05889_revised 12-13-23". The equipment that has been added is available for purchase immediately.

Items Added to Price book:

Categories	Product Line	Part #	Description
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMARTMCMS	S.M.A.R.T. MailCenter Multi-Carrier Support for up to 5 locations.
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMARTMULTI-RM-CONF	S.M.A.R.T. Remote Install for Multi-Site Applications. One per location
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-SO	S.M.A.R.T. Software for Existing iX-Series Machines Only
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-SSO	S.M.A.R.T. Single Sign On Activation that Requires SAML 2.0
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMRTSSO-REMCN	S.M.A.R.T. SSO Remote Configuration Training (MUST BE ORDERED WITH SMART-SSO)
Folder-Inserters, Production	DS12G4	DATAPACSITEINSTALL	Onsite Install - DataPac
Folder-Inserters, Production	DS12G4	DS12FLDR-NBR	G4i Folder W/RISO Rollers
Folder-Inserters, Production	DS12G4	DS12FMFDRFDR	Flats Module Feeder Folder
Folder-Inserters, Production	DS12G4	DS12FMFDRFDRFD	Flats Module Feeder Folder Bottom Reading
Folder-Inserters, Production	DS12G4	DS12FMFDRFDRFU	Flats Module Feeder Folder Top Reading
Folder-Inserters, Production	DS12G4	DS12G4IL2IX9	iX-9 Meter Rental Base Only
Folder-Inserters, Production	DS12G4	DS12IX9DEPINTRFACE	DS-1200 Interface to DEP (iX-9)
Folder-Inserters, Production	DS12G4	DS12IX9INTRFACE	DS-1200 Interface to iX-9
Folder-Inserters, Production	DS12G4	DS180I1ST	1 HCDF Tower, Accumulate & Divert, Conveyor, Furniture and AIMS On Board



Contract Amendment

Contract #: **CTR058809**

Contract Amendment: **Two (2)**

Effective Date: **5/15/2024**

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State Procurement Office
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Impress Automate ON-PREM	Impress Automate ON-PREM	IMP-CHART-PI	Plugin utilizes data from document to create Bar charts and places them on the page at specified location
Impress Automate ON-PREM	Impress Automate ON-PREM	IMP-EXCHANGE-PI	Plugin utilizes Exchange web services to send emails from Automate
Impress Automate ON-PREM	Impress Automate ON-PREM	IMP-NUP-PI	Performs N-up on output pdf via Remote action
Impress Automate ON-PREM		IMP-SEQ-PI	Places a sequencing number in the address block and a 2D barcode on first page.
Mailing Furniture	Parcel Locker Solutions	CQ-A0126638	HE Door Control Board Power Cable 9M, 30 Foot Cable (Needed for long cable run due to starter split)
Mailing Furniture	Parcel Locker Solutions	CQ-A0126639	HE Door Control Board Power Cable 15M, 50 Foot Cable (Needed for long cable run due to starter split)
Mailing Furniture	Parcel Locker Solutions	CQ-A0138796	CQ D Outdoor Side Anchoring 2 Per Configuration Double Tower (1 Required for each exposed side (2 for straight line, 6 for horseshoe, 4 for L)
Mailing Furniture	Parcel Locker Solutions	CQ-A0138801	HE Outdoor Rear Anchoring 1 Per Tower (1 Per Outdoor Tower (both starters and adders)
Mailing Furniture	Parcel Locker Solutions	CQ-A0138802	HE Outdoor Rear Anchoring 1 Per Single Tower (1 per outdoor S13)
Mailing Furniture	Parcel Locker Solutions	CQ-ART-TEMPLATE	CQ Parcel Pending Lockers Decal Art Template
Mailing Furniture	Parcel Locker Solutions	CQ-AWNINGWRAP	CQ Parcel Pending Lockers Decal Wrap
Mailing Furniture	Parcel Locker Solutions	CQ-LKRCUSTSCRN1	CQ Parcel Pending One Time Setup Cost for Custom Locker Screens. 1-3 Control Units
Mailing Furniture	Parcel Locker Solutions	CQ-LKRCUSTSCRN4	CQ Parcel Pending One Time Setup Cost for Custom Locker Screens. 4-7 Control Units
Mailing Furniture	Parcel Locker Solutions	CQ-LKRCUSTSCRN8	CQ Parcel Pending One Time Setup Cost for Custom Locker Screens. 8+ Control Units
Mailing Furniture	Parcel Locker Solutions	CQ-LSUB-CUSTSCRN	CQ Parcel Pending Locker Monthly Subscription to Maintain Customization of Locker Screens
Mailing Furniture	Parcel Locker Solutions	CQ-LSUB-INTGRTION	CQ Parcel Pending Locker Monthly Subscription to Integrate with our 3rd Party Partners
Mailing Furniture	Parcel Locker Solutions	HE-ART-TEMPLATE	HE Parcel Pending Lockers Decal Art Template
Mailing Furniture	Parcel Locker Solutions	HE-AWNINGWRAP	HE Parcel Pending Lockers Decal Wrap
Mailing Furniture	Parcel Locker Solutions	HE-LKRCUSTSCRN1	HE Parcel Pending One Time Setup Cost for Custom Locker Screens. 1-3 Control Units
Mailing Furniture	Parcel Locker Solutions	HE-LKRCUSTSCRN4	HE Parcel Pending One Time Setup Cost for Custom Locker Screens. 4-7 Control Units
Mailing Furniture	Parcel Locker Solutions	HE-LKRCUSTSCRN8	HE Parcel Pending One Time Setup Cost for Custom Locker Screens. 8+ Control Units
Mailing Furniture	Parcel Locker Solutions	HE-LSUB-CUSTSCRN	HE Parcel Pending Locker Monthly Subscription to Maintain Customization of Locker Screens



Contract Amendment

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Phoenix, AZ 85007**

Mailing Furniture	Parcel Locker Solutions	HE-LSUB-INTGRTION	HE Parcel Pending Locker Monthly Subscription to Integrate with our 3rd Party Partners
Mailing Systems, Med Volume	iX Mailing System	CELLKIT	Wireless cell router and SIM. One router required per mailing system
Mailing Systems, Med Volume	iX Mailing System	CELLKIT-UPG	Cell upgrade for existing customers. Wireless cell router and SIM. One router required per mailing system
Mailing Systems, Med Volume	Supplies	CERT890-QDT50	Label 890 Certified Mail. For use with SP35 App (E-Services w/Electronic Return Receipt) 50 per pack. Supports All iX/IN/IS-Series Mailing Systems
Mailing Systems, Med Volume	Supplies	SIGN889-QDT50	Label 889 Signature Tracking. For use with SP35 App (E-Services w/Electronic Return Receipt) 50 per pack. Supports All iX/IN/IS-Series Mailing Systems
Mailing Systems, Med Volume	Supplies	TRACK888-QDT50	Label 888 USPS Tracking. For use with SP35 App (E-Services w/Electronic Return Receipt) 50 per pack. Supports All iX, IN and IS-Series Mailing Systems
S.M.A.R.T. iX PACKAGES	iX Mailing System	SMARTESSENTIAL-IX3	S.M.A.R.T. Essential Subscription for iX-3 Mailing System
S.M.A.R.T. iX PACKAGES	iX Mailing System	SMARTESSENTIAL-IX5	S.M.A.R.T. Essential Subscription for iX-5HF/AF Mailing System
S.M.A.R.T. iX PACKAGES	iX Mailing System	SMARTESSENTIAL-IX7	S.M.A.R.T. Essential Subscription for iX-7 & iX-7PRO Mailing System
S.M.A.R.T. iX PACKAGES	iX Mailing System	SMARTESSENTIAL-IX9	S.M.A.R.T. Essential Subscription for iX-9 Mailing System
Software, License & Subscription	Impress Automate ON-PREM	IMP-ATTRATTACH-PI	Plugin copies existing file to input fldr of automate via provided parameter. Returns file process results. Status Codes, Filename used, File size, processing time
Software, License & Subscription	Impress Automate ON-PREM	IMP-ATTRCOMBINE-PI	Attribute plugin that will combine multiple attributes into one attribute to be use for representation of all attributes contained in a set
Software, License & Subscription	Impress Automate ON-PREM	IMP-BUND-CSV ADD	2023 AppPack Bundle config for CSV Input
Software, License & Subscription	WTS-P	WTSTC53	WTS Zebra TC53 Scanner w/Camera. Has Ethernet & Wi-Fi capability. Product requires a power supply & a mobile software subscription.
Software, License & Subscription	WTS-P	WTSTC-5358-5SLCRAD	WTS TC53/58 5-Port Charging Cradle. Cradle charges scanners with or without protective boot. Ethernet. Cradle - 5 Slot 5D Ethernet
Software, License & Subscription	WTS-P	WTSTC-5358BATT	WTS TC53/58 4400 mAh Battery
Software, License & Subscription	WTS-P	WTSTC-5358BOOT	WTS TC53/58 Protective Boot
Software, License & Subscription	WTS-P	WTSTC-5358CRADLE	WTS TC53/58 Single USB Cradle, 1 Slot 1D1B Charge
Software, License & Subscription	WTS-P	WTSTC-5358CUPSHIMS	WTS TC53/58 Cradle Cup Replacement + 2
Software, License & Subscription	WTS-P	WTSTC-5358ETHCRAD	WTS TC53/58 SingleEthernet Cradle, 1 Slot 1D1B Ethernet
Software, License & Subscription	WTS-P	WTSTC-5358EXBATT	WTS TC53/58 6600 mAh Battery
Software, License & Subscription	WTS-P	WTSTC-5358HOL	WTS TC53/58 Soft Holster



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Software, License & Subscription	WTS-P	WTSTC53KIT	WTS Zebra TC53 Scan w/camera, USB charging cradle (no ethernet), protective boot. If Ethernet cradle required must purchase handheld & accessories.
Software, License & Subscription	WTS-P	WTSTC58	WTS Zebra TC58 Scanner w/Camera. Has Ethernet, Wi-Fi, & cellular (CDMA and GSM) capabilities. Product requires PWR supply & mobile SW subscription
Software, License & Subscription	WTS-P	WTSTC58KIT	WTS Zebra TC58 Cellular Scan w/camera, USB charging cradle (no ethernet), protective boot. Ethernet cradle req'd, must purchase handheld & accessories
Software, License & Subscription	Supplies	ENV02B5M	#10 Double Window Security Envelope - 5,000 qty
Software, License & Subscription	Supplies	ENV105M	#10 Reverse Flap Double Window Security Envelope - 5,000 qty
Software, License & Subscription	Supplies	ENV10DWCM	#10 Double Window Certified Envelope - 500 per box - Used w/iX-Mailing Systems
Software, License & Subscription	Supplies	ENV10NWP	#10 Non Window, Plain No Imprint, 500 per box
Software, License & Subscription	Supplies	ENV10SWCM	#10 Single Window, Green Imprint with "Certified Mail", 500 per box
Software, License & Subscription	Supplies	ENV10SWP	#10 Single Window, Plain No Imprint, Standard Window Lower Left, 500 per box
Software, License & Subscription	Supplies	ENV6X95DWCM	6 x 9.5 Double Window Certified Envelope - 500 per box - Used w/iX-Mailing Systems
Software, License & Subscription	Supplies	ENV6X95NWP	6 x 9.5 Non Window, Plain No Imprint, Booklet Style, 500 per box

Items Deleted from Price book:

Categories	Product Line	Part #	Description
Mailing Systems, Med Volume	Supplies	80100053	Professional Customer Roller-Care Kit (2), 25 lint-free cloths, 4 pr gloves MM, F/I & AS (except IJ-25/35/45, IJ-40/50/60, DS-100/140, DS-160, DS-200, DS-1200, DS-1000 & SI-60)
Mailing Systems, Med Volume	Supplies	80100054	Dust-A-Way, 10 oz. can all
Mailing Systems, Med Volume	Supplies	80100069	Hand Cleaning Pads - 50 per jar all
Mailing Systems, Med Volume	Supplies	80100110	Lint-Free Cloths - 50 per pack all
Mailing Systems, Med Volume	Supplies	8704937K	e-Certified Mail Labels, 100 per pack. IS-330, IS-350, IS-420, IS-430, IS-440, IS-460, IS-480, IS-490, IJ-70-80-90-110, IN Series 360/600/700/750, iX-3/5/7/7PRO & iX-9
Mailing Systems, Med Volume	Supplies	8704938L	e-Delivery Confirmation Label, 100 per pack. IS-330, IS-350, IS-420, IS-430, IS-440, IS-460, IS-480, IS-490, IJ-70-80-90-110, IN Series 360/600/700/750, iX-3/5/7/7PRO & iX-9
Mailing Systems, Med Volume	Supplies	8704939M	e-Signature Confirmation Label, 100 per pack. IS-330, IS-350, IS-420, IS-430, IS-440, IS-460, IS-480, IS-490, IJ-70-80-90-110, IN Series 360/600/700/750, iX-3/5/7/7PRO & iX-9



Contract Amendment


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Phoenix, AZ 85007

Folder-Inserters, Low, Med, High	DH Intelligent Inserters	DS180IBCRMKIT	AIMS Bar Code Scanner Monitor Mount
Software, License & Subscription	Supplies	DWECERT10	10 Dbl Window Certified Env
Envelope Addressing System	Addressing	HD-M12DN	49 PPM Monochrome HD Office Printer Certified For Use With AIMS/OMS500
Additional Services	Impress Automate ON-PREM	IDA-PM-FIXED	Project Management Fixed Rate Unit (Unit Quantity Based on Estimator Quote)
Additional Services	Impress Automate ON-PREM	IDA-PM-HOURLY	Project Management Hourly Rate (BHC Only)
Additional Services	Impress Automate ON-PREM	IDA-PS-FIXED	Professional Services Fixed Rate Unit (Unit Quantity Based on Estimator Quote)
Additional Services	Impress Automate ON-PREM	IDA-PS-HOURLY	Professional Services Hourly Rate (BHC Only)
Mailing Systems, Med Volume	Supplies	M1100DK	HD-M11/MF14 Drum
Mailing Systems, Med Volume	Supplies	M1100TK	HD-M11dn Toner Cartridge - 10K
Mailing Systems, Med Volume	Supplies	MF1400TK	HD-MF14dn Toner Cartridge - 12K
Additional Services	DS12G4	DPINSTALL	Data-Pac install and service training. REQUIRED for first install in market area.
Mailing Furniture	Parcel Locker Solutions	CQ-A0134637	CQ Parcel Pending Ethernet Cable 75
Mailing Furniture	Parcel Locker Solutions	CQ-D1-IO-ADDER-JB	CQ D1 Adder InOut Hybrid. Jet Black D1 Indoor/Outdoor Locker
Mailing Furniture	Parcel Locker Solutions	CQ-D4-IO-ADDER-JB	CQ D4 Adder InOut Hybrid. Jet Black D4 Indoor/Outdoor Locker
Mailing Furniture	Parcel Locker Solutions	CQ-OUTADDER-D1	CQ PP Outdoor Adder 1 Double Tower Stone Gray
Mailing Furniture	Parcel Locker Solutions	CQ-OUTADDER-D18	CQ PP Outdoor Adder 18 Double Tower Stone Gray
Mailing Furniture	Parcel Locker Solutions	CQ-OUTADDER-S6	CQ PP Outdoor Adder 6 Single Tower Stone Gray
Mailing Furniture	Parcel Locker Solutions	CQ-S6-IO-ADDER-JB	CQ S6 Adder InOut Hybrid. Jet Black S6 Indoor/Outdoor Locker
Mailing Furniture	Parcel Locker Solutions	CQ-STARTER-CRD13JB	CQ PP Starter 13 Double Tower Jet Black with CR
Mailing Furniture	Parcel Locker Solutions	CQ-STARTER-CRD6JB	CQ PP Starter 6 Double Tower Jet Black with CR
Mailing Furniture	Parcel Locker Solutions	HE-A0134637	HE Parcel Pending Ethernet cable 75
Mailing Furniture	Parcel Locker Solutions	HE-OUTADDER-D1	HE PP Outdoor Adder 1 Double Tower Stone Gray
Mailing Furniture	Parcel Locker Solutions	HE-OUTADDER-D18	HE PP Outdoor Adder 18 Double Tower Stone Gray
Mailing Furniture	Parcel Locker Solutions	HE-OUTADDER-D4	HE PP Outdoor Adder 4 Double Tower Stone Gray
Mailing Furniture	Parcel Locker Solutions	HE-OUTADDER-S6	HE PP Outdoor Adder 6 Single Tower Stone Gray

	Contract Amendment		Arizona Department of Administration State Procurement Office Phoenix, AZ 85007
	Contract #: CTR058809	Contract Amendment: Two (2)	
	Effective Date: 5/15/2024		

John Tartaro
Signature

Deputy, CFO
Title

12/19/2023
Date

Francine Whittington
Signature

Statewide Procurement Manager
Title

12/18/23
Date

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15th Avenue Phoenix, AZ 85007
	Contract #: CTR058809	Contract Amendment: One (1)	
	Effective Date: 5/15/2022		

NASPO Mailing Equipment, Supplies, and Maintenance
Quadient, Inc.

In accordance with the NASPO Valuepoint Master Agreement Terms and Conditions, Section 2.2, Amendment Limitations, this contract is amended as follows:

II. Term of Master Agreement, Section 2.1, Initial Term has been revised as follows:

*The initial term of this Master Agreement is for **two (2) years**. The term of this Master Agreement may be amended beyond the initial term for **three (3)** additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.*

John Tartaro

Signature

Deputy CFO

Title

Oct 13, 2023

Date

Francine Whittington

Signature

LEAD Contract Administrator

Title

10/13/2023

Date



The State of Arizona
State Procurement Office

In conjunction with



**NASPO ValuePoint Master Agreement for
Mailing Equipment, Supplies and
Maintenance**

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Mailing Equipment, Supplies, and Maintenance in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	9/1/2021							
	Date		initial						
Revised Offers:	2.	x	x	3.	x	x	4.	x	x
	date #1		initial	date #1		initial	date #1		initial
	5.	x	x	6.	x	x	7.	x	x
	date #4		initial	date #5		initial	date #6		initial
Best and Final Offer:	8.	x	x						
	Date		initial						

Quadient, Inc.

Offeror company name

478 Wheelers Farms Rd.

Address

Milford, CT 06461

City | State | ZIP

94-2388882

Federal tax identifier (EIN or SSN)

x

Signature of person authorized to sign Offer

John Tartaro Deputy, CFO

Printed name and title

Larry Waters Manager Government Accounts

Contact name and title

l.waters@quadient.com

Contact Email Address

281-216-4596

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058809**

The effective date of the Contract is: **5/15/2022**
Date

Contract awarded **1/25/2022**
Date

Procurement Officer Signature

Nyesha Daley, PhD

Procurement Officer Printed Name



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

<input checked="" type="checkbox"/>	<u>Postage Meter Rental (to include Legacy Postage Meters)</u>
<input checked="" type="checkbox"/>	<u>Mailing Systems, Ultra Low Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Equipment, Mailing Systems, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Equipment, Mailing Systems, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Systems, High Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing System, Production</u>
<input checked="" type="checkbox"/>	<u>Integrated Postal Scales</u>
<input checked="" type="checkbox"/>	<u>Letter Openers, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Openers, High Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Folders, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Folders, High Volume</u>
	<u>Inserters, Production</u>
<input checked="" type="checkbox"/>	<u>Folder/Inserters, Low volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, High Volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, Production</u>
	<u>Envelope Mail Labeler, Low Volume</u>
	<u>Envelope Mail Labeler, Medium Volume</u>
	<u>Envelope Mail Labeler, High Volume</u>
	<u>Envelope Mail Labeler, Production</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, High Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Production</u>
<input checked="" type="checkbox"/>	<u>Tabbers, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Tabbers, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Tabbers, High Volume</u>
	<u>Tabbers, Production</u>
	<u>Check Imprinting/Endorsing</u>
<input checked="" type="checkbox"/>	<u>Pressure Sealing, Production</u>
	<u>Bursting Equipment, Production</u>
<input checked="" type="checkbox"/>	<u>Pre-sorting Equipment, Production</u>
<input checked="" type="checkbox"/>	<u>Extractors</u>
<input checked="" type="checkbox"/>	<u>Mailing Furniture (general)</u>
<input checked="" type="checkbox"/>	<u>Software, License and Subscription</u>
<input checked="" type="checkbox"/>	<u>Software Integration</u>

Table of Contents

Section 1	NASPO ValuePoint Solicitation - General Information
Section 2	Solicitation Requirements, Information and Instructions to Offerors
Section 3	Scope of Work
Section 4	NASPO ValuePoint Master Agreement Statement of Compliance
Section 5	Price and Cost Proposal
Section 6	NASPO ValuePoint Master Agreement Terms and Conditions
Section 7	Lead State (State of Arizona) Terms & Conditions <i>7.1 State of Arizona Special Terms and Conditions</i> <i>7.2 State of Arizona Uniform Terms and Conditions</i>
Attachments	Additional Participating States' Terms and Conditions

REQUEST FOR PROPOSAL

Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office (“Lead State”) is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**1.1 Arizona
Procurement
Code;
A.R.S.;
A.A.C.**

"Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").

NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents,

therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

“Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award	<p>“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.</p>
1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)	<p>“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.</p> <p>“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.</p> <p>“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.</p> <p>Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.</p>
1.11 Offeror	<p>“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.</p>
1.12 Pricing Document	<p>“Pricing Document” means <u>Section 2-B</u> of the Solicitation Documents. Also known as Pricing Document as defined in the <u>Special Terms and Conditions</u>.</p>
1.13 The State’s e-Procurement System	<p>“The State’s e-Procurement System” is defined in paragraph 1.16 of the <u>Special Terms and Conditions</u>.</p>
1.14 Procurement Officer	<p>“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.</p>
1.15 Small Business	<p>“Small Business” means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.</p>
1.16 Solicitation	<p>“Solicitation” means this procurement solicitation, which State is issuing as either:</p>

1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
2. a request for proposals ("RFP") under A.R.S. § 41-2534;
3. a request for quotations ("RFQ") under A.R.S. § 41-2535;
or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.17 Solicitation Amendment	"Solicitation Amendment" means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
1.18 Solicitation Summary	"Solicitation Summary" means <u>Section 1</u> of the Solicitation Documents.
1.19 State	"State" is defined in paragraph 1.11 of the <u>Uniform Terms and Conditions</u> .
1.20 Subcontract	"Subcontract" is defined in paragraph 1.13 of the <u>Uniform Terms and Conditions</u> .
1.21 Subcontractor	"Subcontractor" is defined in paragraph 1.19 of the <u>Special Terms and Conditions</u> .

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or "Solicitation" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (<https://app.az.gov>); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (<https://app.az.gov>). All interested Proposers shall utilize the Q&A functionality provided through APP (<https://app.az.gov>). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the “Confidential” section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

2331 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “Confidential” and, the State of Arizona’s Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as “Confidential” wherever it appears. Until a written determination is made, the State of Arizona’s Procurement Officer shall not disclose information designated as “Confidential” except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona’s Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona’s Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2332 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

- 2.3.3.2.1 In the event that a limited amount of “Confidential, Protected or Proprietary” information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror’s proposal response which is clearly marked as “Confidential”. In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.
- 2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as “Confidential”, may exclude the Offer from evaluation or consideration for award.
- 2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as “Confidential”. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.
- 2.3.3.2.4 Information included in the “Confidential” section of an Offeror’s proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona’s eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona’s Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror’s preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.**

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.

Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.

An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

order for it to be completely/properly received and evaluated. Prior review of the guides available via <https://app.az.gov> and on <https://spo.az.gov> "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2432 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (<https://app.az.gov>) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2441 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2442 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2451 Waive any minor informality;

2452 Reject any and all Offers or portions thereof; or,

2453 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2461 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2462 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(<https://app.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 2.6.7 Whether the Offer limits the rights of the State;
- 2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;
- 2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (<https://app.az.gov>). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

- 2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
- 2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

- 3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.
- 3.2.1.1. **Printers** – The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.
- 3.2.1.2. **Computers** - The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.
- 3213 **Furniture** - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.
- 3214 **Accessories** – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

- 321.5 **Trade In/Buy Back** - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.
- 321.6 All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

- 3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

- 3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.
- The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

- 3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractor's equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

- 3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - A section on the primary points of contact for sales, training and maintenance/service
 - All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

- 3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:
 - 3.7.1.1 Assemble, Production Equipment Only
 - 3.7.1.2 Software Installation/Integration
 - 3.7.1.3 Design, Production Equipment only
 - 3.7.1.4 Maintenance, Annual and Time and Material
 - 3.7.1.5 Legacy Maintenance
 - 3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

- 3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

- 3.8.2 *Repair or Replacement of Unsatisfactory Equipment.*

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

- an equipment stoppage or malfunction.
- 3.10.12 A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.
- 3.10.13 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.
- 3.10.14 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.
- 3.10.15 Consumable supplies shall be billed separately.
- 3.10.16 If the equipment includes licensed software, the Contractor shall provide software support.
- 3.10.17 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.
- 3.10.18 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

- 3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.
- 3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

- 3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.
- 3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.
- 3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor's responsibility to communicate all updates, patches, and new releases/versions to all end users. No additional fee shall be charged for installation of the upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

- 3.17.1 *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.
- 3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.
- 3.17.3 *Contract Reviews.* The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contractor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

- 3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.
- 3.18.2 *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.
- 3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

- 3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shall maintain a record of all sales promotions and make it available upon request.
- 3.18.5 *Extra-contractual Products and Services Prohibited.* Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed on a master account or paid by a purchase card.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems. Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

-
- Manual Feed.
 - Must meter, date envelopes.
 - Handles mail envelopes from 3½" x 5" to 12" x 15".
 - Interfaces with postage scales.
 - Must include locking key or security feature.
 - Must imprint postage from \$0.01 to \$99.99.
 - Must have replaceable ink cartridge.
 - Must have wet or dry tape system for oversize packages.

Mailing Equipment. Mailing Systems. Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½" x 5" to 12" x 15".
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from \$0.01 to \$99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers. Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers. High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders. Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders. High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
- Able to process Multiple Folds.

Inserters. Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters. Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler. Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers. Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Tabbers. Production

- Complies with all USPS® regulations.
- Single-tab speeds greater than 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing. Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety device.

Bursting Equipment. Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment. Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Station.
- Various rates of speed.
- Ability to process the entire range of USPS.

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing device or equipment.
- Regular paper is not included in this category.
- Labels for addressing and other mailroom purposes are included.

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation. Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency's request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.



Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
 - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
 - 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that:
- (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code. A.R.S. §§ 41-2501 *et seq.*, the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:

Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September Due October 31

FY Q2, October through December Due January 31

FY Q3, January through March Due by April 30

FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

- 1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- ☐ Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- ☐ Workers' Compensation Statutory
- ☐ Employers' Liability
- ☐ Each Accident \$1,000,000
- ☐ Disease – Each Employee \$1,000,000
- ☐ Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

<input type="checkbox"/> Each Claim	\$2,000,000
<input type="checkbox"/> Annual Aggregate	\$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

<input type="checkbox"/> Each Claim	\$2,000,000
<input type="checkbox"/> Annual Aggregate	\$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One(1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Terms and Conditions

S. M. A. R. T.® END USER LICENSE AGREEMENT

This Subscription Services Agreement (the “Agreement”) is between Quadient, Inc. (“Quadient”, “We”, “Us”, or “Our”), a Delaware corporation with its principal place of business at 478 Wheelers Farms Road, Milford, CT 06461 and the legal entity accepting this Agreement (“Customer”, “You”, or “Your”).

You have entered a Postage Meter Rental Agreement with Quadient and a Quadient Postage Funding Agreement with Quadient Finance USA, Inc., an affiliate of Quadient. You understand that, by using the Services with your postage meter and using the Services to generate shipping labels with evidence of postage, you will pay for the postage associated with such labels via Your Quadient Postage Funding Account. Any defined terms in the Postage Meter Rental and Quadient Postage Funding Account Agreement(s) shall have the same meanings in this End User License Agreement.

YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT, MAY NOT USE THE SERVICES, AND SHALL BE ENTITLED TO CANCEL ANY ORDER FOR THE SERVICES FOR A REFUND OF ANY FEES ALREADY PAID THEREFOR.

1. Scope. This Agreement defines the basic terms and conditions under which Quadient will provide You with certain services.
2. Services.
 - a. The shipping technology services provided shall include any software, copyrighted or trademarked material, trade secrets, documentation, or other proprietary information or technologies made available or downloaded in connection with such services, any maintenance and services related thereto, and all Content and Systems related to any of the foregoing (collectively, the “Services”), and shall be: (i) provided by Quadient pursuant to this Agreement; and (ii) accessible via a web-based browser to You.
 - b. For purposes of this Agreement: (i) “Content” means (1) materials, software code and systems, and (2) user-perceptible text and multimedia information including, but not limited to, images, text, sound, data, audio, video, graphics, documentation, photographs and artwork; (ii) “Systems” means database systems, transaction processing systems, display systems, application logic or other automated functionality, and (iii) “Carriers” mean any carriers (such as the United States Postal Service (“USPS®”), FedEx®, UPS® and DHL for example) which are used in connection with the Services. The Services shall be used in a lawful manner and in compliance with all applicable federal, state, and local laws and regulations.



c. Quadient warrants and agrees: (i) to provide the Services with the reasonable standard of care, skill, and diligence normally provided by professionals or experts in the performance of such Services or similar services; and (ii) the Services will perform as outlined in the applicable user manuals and documentation for the particular Service. Your sole and exclusive remedy for breach of any of the foregoing warranties shall be to: (1) terminate this Agreement; or (2) have Quadient perform the maintenance referenced in Section 4 of this Agreement.

3. Fees, Expenses and Taxes. As a condition to receiving the Services, You shall pay Quadient the fees set forth in an applicable order form within 30 days of invoice date. Any amounts not paid within 30 days of invoice date shall accrue interest at a rate of 1.5% per month. You shall pay or reimburse Quadient at cost for any taxes relating to the Services, excluding taxes based on the income of Quadient.

4. Maintenance. Quadient shall provide maintenance for the Services for the purpose of correcting material errors or defects in the Services as originally provided to You pursuant to this Agreement and as subsequently modified by Quadient or as updated by Quadient. Quadient currently expects to continue to make the services available in the future. However, Quadient has the right at any time and for any reason to modify or discontinue the Services (or any aspect or feature of the Services) including but not limited to its content, functionality, hours of availability, or equipment needed for its access or use.

5. Security. You are responsible for maintaining the confidentiality of the password(s) and other account information that You use to access the Services. You are fully responsible for the activities of all individuals (each a "User") that use the Services associated with Your postage meter. You agree to notify Quadient immediately of any unauthorized use of a User's password or account or any other breach of security. Quadient's obligations concerning the information ("Data" or "State Data") submitted by Customer in connection with the Services is addressed in Participating Addendum Paragraph 4.Y Security of State Data.

6. License. Subject to the terms and conditions of this Agreement, Quadient grants You, on a revocable basis, a limited, non-exclusive, non-transferable license to use, for purposes of this Agreement and during the term of this Agreement, the Services and related materials and documents delivered in connection with the Services.

7. Term. The term of this Agreement shall run concurrently with the term of the Postage Meter Rental Agreement for the postage meter with which the Services are associated.

8. Termination. Either party shall have the right to immediately terminate this Agreement in the event the other party: (a) fails to comply with any material term or condition of this Agreement and such failure is not remedied within thirty (30) days after written notice describing such failure in reasonable detail; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under Federal law or any statute of any state relating to insolvency or the protection of rights of creditors. Upon termination: (i) all licenses under this Agreement shall terminate; (ii) sums due shall be governed by Participating Addendum Paragraph 4.T. Termination; (iii) each party shall immediately return to the other, or certify destruction of, all papers and documents which may contain Confidential Information of the other party; (iv) You shall discontinue use of the Services, and (v) You shall have no residual rights with respect to the Services or other related Quadient Confidential Information.



9. Confidentiality. This Agreement and all written technical and business information of each party, including the Services (and all modifications thereto), and all other documents and written disclosures marked or identified as "confidential" or "proprietary", furnished by one party (the "Disclosing Party") to the other (the "Receiving Party") under or in contemplation of this Agreement shall remain the property of the Disclosing Party (all hereinafter designated as "Confidential Information"). Unless the Disclosing Party otherwise agrees in writing, such Confidential Information: (i) shall be treated as confidential and proprietary by the Receiving Party and shall be used by the Receiving Party only for the purposes of performing the Receiving Party's obligations under this Agreement; (ii) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized in this Agreement; and (iii) shall be made available only to such employees, if any, of the Receiving Party who have a need to have access to such Confidential Information and are obliged to comply with the terms and restrictions of this Section. The foregoing conditions do not apply to any information which: (i) was in the public domain at the time it was communicated to the Receiving Party by the Disclosing Party; (ii) entered the public domain subsequent to the time it was communicated to the Receiving Party by the Disclosing Party, through no fault of the Receiving Party; (iii) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party by the Disclosing Party; (iv) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (v) was developed by employees or agents of the Receiving Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; or (vi) must be disclosed pursuant to court order or other governmental requirement, provided that the Receiving Party promptly discloses any such requirement to the Disclosing Party, and provides Disclosing Party a reasonable opportunity to seek a protective order. In the event of a disputed disclosure, the Receiving Party shall bear the burden of proof of demonstrating that the information falls under one of the above-described exceptions.

10. Use, Restrictions and Ownership.

You may only use the Services internally for their intended purpose. You shall not commit or permit Service Misuse, and Quadient may immediately terminate, limit or suspend Your access to the Services if: (i) You engage in or permit Service Misuse; or (ii) We reasonably determine that Your acts or omissions are likely to expose Quadient to liability if their use is not immediately terminated, limited, or suspended. For purposes of this Agreement, "Service Misuse" shall be any use which: (i) is reasonably considered to be illegal or unlawful or expressly not permitted under this Agreement; (ii) infringes upon the patent, copyright, trademark, trade secret, confidential information or other intellectual property rights of a third party (provided same does not arise out of the intended use of the Services by You as permitted under this Agreement or the Schedules); or (iii) violates general standards of behavior on the Internet or otherwise constitutes network and system abuse (although You shall receive five (5) days' notice and an opportunity to cure within such period before Quadient permanently terminates Your access to the Services).

a. You shall not: (i) reverse engineer, decompile, disassemble, or translate the Services; (ii) apply any procedure or process to the Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Services or any trade secret or confidential information or process contained in the Services; (iii) remove any product identification, copyright or other notices contained in the Services; (iv) transfer the Services or the license granted herein, in whole or in part; (v)



provide, lease, lend, reproduce, distribute, or otherwise commercially exploit the Services; or (vi) modify or create derivative works of the Services. You further agree to use Your reasonable efforts to protect the Services from unauthorized use, illegal reproduction or illicit distribution. We retain all right, title and interest in the Services, including all related intellectual property rights, and any modifications, enhancements and derivatives thereto, regardless of who contributes to the Services, except that the ownership of any data relating to Your business shall be retained by You. You shall have no right to sublicense any portion of the Services. Each party retains all rights not expressly licensed herein.

11. Data. We agree to use Your Confidential Information only for purposes of supporting Our customer relationship with You. You shall have access to any data stored in Our database via the reporting facility, if any, which is featured in the Services, or as may be otherwise provided in applicable Schedules. Upon termination of this Agreement, We will retain your data for thirty (30) days, in which time You may request a copy at Your expense. Upon expiration of the thirty (30) day period, We reserve the right to archive, delete or otherwise dispose of Your data as We see fit.

12. Indemnities. If a third party makes a claim against You alleging that the Services directly infringe any patent, copyright, or trademark or misappropriates any trade secret (“IP Claim”), We will indemnify, defend, and hold You harmless against the IP Claim and pay costs, damages and expenses (including reasonable legal fees) arising out of such IP Claim, provided that: (i) You promptly notify Us in writing no later than sixty (60) days after You first become aware of an actual or potential IP Claim; (ii) You permit Us, at Our discretion, subject to Your right to participate as set forth in the Participating Addendum Paragraph 4.X., to assume sole control of the defense of the IP Claim and all related settlement negotiations; and (iii) You provide Us, at Our request and expense, with the assistance, information and authority that We reasonably ask You to provide to Us to perform Our obligations under this Section. Notwithstanding the foregoing, We shall have no liability to You for any IP Claim based on (a) any modification, by You or by a third party on Your behalf, of the Services, or (b) the use of the Services in any way other than in accordance with the documentation and in full compliance with the terms of this Agreement.

If, due to an IP Claim or the threat of an IP Claim, (i) the Services are held by a court of competent jurisdiction, or in Our reasonable judgment may be held by a court of competent jurisdiction, to infringe a third party IP right, or (ii) You receive a valid court order enjoining You from using the Services, or in Our reasonable judgment You may receive such an order, You agree to permit Us, in Our reasonable judgment and at Our expense, to: (a) replace or modify the Services to be non-infringing, provided that the replacement Services contain substantially similar functionality; (b) obtain for You a license to continue using the Services; or (c) if non-infringing Services or a license to use cannot be obtained, You agree to permit Us to terminate the license for the infringing Services on a date reasonably specified by Us (the “Termination Date”) and refund the pro-rated fees paid for those Services as of the Termination Date and You agree to stop using the Services no later than the Termination Date. This Section states Our entire liability and Your exclusive remedy for any IP Claim or any other claim of infringement related to the Services.



13. Disclaimer of Warranties. EXCEPT FOR THE REPRESENTATIONS CONTAINED IN SECTION 2 HEREOF, NO EXPRESSED OR IMPLIED WARRANTIES ARE MADE BY EITHER PARTY (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). QUADIENT MAKES NO WARRANTIES WHATSOEVER CONCERNING ANY TECHNOLOGIES OR SERVICES OF CARRIERS, AND DOES NOT WARRANT THAT THE SERVICES PROVIDED BY QUADIENT WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

14. Limitation of Liability. THE PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT THEY SHALL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

15. Costs. You are responsible for all costs not expressly assumed by Quadient under this Agreement including, but not limited to, all costs incurred in accessing or utilizing the Services, such as telecommunications costs, Internet access costs, printing costs, computer hardware and peripheral costs, and system integration costs.

16. Legal Compliance. Both parties shall comply with all applicable laws, statutes, ordinances, rules and regulations ("Laws") regarding the Services, and shall obtain any requisite licenses to export, re-export, or import any software used in connection with the Services.

17. Notice. Any notice to Quadient concerning any default or the termination of this Agreement shall be by Certified Mail®, Return Receipt requested or nationally recognized overnight courier, addressed to the individual listed as Quadient's "Contractor" in the Participating Addendum, Paragraph 3. Primary Contacts. Any notice to Customer concerning any default or the termination of this Agreement shall be by certified mail, return receipt requested or nationally recognized overnight courier, to the address associated with the postage meter rental.

18. Miscellaneous Provisions. Provisions that by their sense and context are intended to survive shall survive the termination of this Agreement. All provisions of this Agreement are severable, and the failure or delay in requiring performance in one instance shall not affect a waiver against requiring performance in another, later or continuing instance. This Agreement is the entire agreement between the parties and there are no other agreements or understandings other than those set out in this Agreement. This Agreement may be modified only in a writing signed by both parties. Through signing this agreement, the parties are not becoming fiduciaries, partners, or joint venturers, and there are no intended third party beneficiaries of this Agreement. Neither party shall assign this Agreement without prior written consent (not to be unreasonably withheld), except for assignments to commonly controlled affiliates or in connection with a sale, merger or reorganization. This Agreement is binding upon the parties and their respective successors and permitted assigns.

19. Applicable Law/Jurisdiction - Reserved.

20. Statute of Limitations - Reserved.



21. USPS® and Third Party Carrier Requirements.

a. You acknowledge that: (i) use of the Services is subject to conditions established from time to time by the USPS® and the Carriers identified within S.M.A.R.T.®; (ii) You will comply with all applicable laws regarding Your use of the Services; (iii) Your payment(s) to the USPS® or any Carrier for any transactions completed using the Service will be in accordance with all applicable USPS® and Carrier regulations, respectively. It is a violation of Federal law to misuse or tamper with the Services and, if You do so, We may terminate this Agreement upon notice to You.

b. You understand that the rules regarding use of the Services are documented in the USPS® Domestic Mail Manual, and in the Carrier regulations posted on each Carrier website, and that these rules may be updated from time to time by the USPS® and/or any one or more of the Carriers. It is Your obligation to comply with any current or future rules and regulations regarding use of the Services.

c. To the extent that the USPS® or any Carrier is obligated to perform particular functions, those functions will be governed by the USPS® Domestic Mail Manual and the Carrier regulations, as appropriate, and as may be amended from time to time, or any successor, in effect at the time of the obligation. Moreover, and specifically with respect to the USPS®, to the extent that the USPS® provides refunds to customers using postage evidencing devices or services, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.

d. You acknowledge that, when using the USPS® as your carrier, if the Services are used in any fraudulent or unlawful scheme or enterprise, or if You otherwise fail to abide by postal regulations and this Agreement regarding use of the Services, this Agreement and any use of the Services may be revoked. You further acknowledge that any use of the Services that fraudulently deprives the USPS® of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. § 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. § 3802). A false statement in a postage meter application or the mailing of matter bearing fraudulent evidence of postage are examples of violations of these statutes.

e. You are responsible for immediately reporting (and, where the USPS® is the carrier, within seventy-two (72) hours or less) any unauthorized use or compromise of authentication credentials of the Services subject to this Agreement.

f. You understand that You are solely responsible for applying a proper shipping label and paying the appropriate fees for any shipment via a Carrier and application of evidence of postage to any mail or package for any shipment via the USPS®. You will be responsible for any charge-backs, short-charge fees, and fines that may be associated with application of an improper shipping label to any mail or package.

g. You acknowledge that Quadiant IS NOT A CARRIER, AND QUADIANT'S LIABILITY ARISES FROM THE PRODUCTS AND SERVICES IT PROVIDES, AND QUADIANT IS NOT LIABLE FOR A THIRD-PARTY CARRIER'S PERFORMANCE IN THE DELIVERY OF ANY SHIPMENT OR FOR LOSS OR DAMAGES TO ANY SHIPMENTS.



Terms and Conditions

Quadient Maintenance

Thank you for purchasing Maintenance Services from Quadient, Inc., or its affiliate, ("Quadient"). This document is a part of your Agreement with Quadient and it provides additional details regarding Quadient's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Quadient agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Maintenance Services do not include consumable parts and/or wearable parts as defined by Quadient. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Quadient. Quadient may, at its option, designate a third party to provide Maintenance Services. Quadient, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are removed and replaced by Quadient while performing Maintenance Services become the property of Quadient.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from Quadient Leasing USA, Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease.
- **Other Fees:**
Reserved.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

- **For Purchased Products:**
Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one (1) year (the "Initial Maintenance Term"). Maintenance Fees for subsequent contract years, if any, will be invoiced annually sixty (60) days prior to the anniversary date beginning each subsequent year.
- **For Leased Products:**
The term of the Maintenance Services for Leased Products will be equal to the term of the lease as specified in the Agreement.

HOW DO I REQUEST MAINTENANCE SERVICE?

In order to receive Maintenance Services on the Products, the Customer must notify Quadient of a need for service by contacting Quadient in the manner directed by Quadient. Quadient may, at its sole discretion, attempt to resolve Products performance issues over the telephone. If Quadient determines that on-site service is necessary, Quadient shall provide such on-site service in accordance with the terms set forth herein.

WHAT'S NOT COVERED BY THE QUADIENT MAINTENANCE PROGRAM?

Maintenance Services do not include:

- De-installation of the Products, or moving the Products;
- Services provided before 8:00 a.m. or after 5:00 p.m. local time based on the location of the Products;
- Maintenance or repairs made necessary by the failure of Customer maintain or use the Products in conformance with Quadient's specifications;
- Maintenance or repairs made necessary by changes in the design of the Products made by Customer or mechanical, electrical, or electronic interconnections, or the attachment of other parts or components to the Products by Customer;
- Maintenance or repairs made necessary by intentional acts of Customer damaging the Products;
- Reserved;
- Maintenance or repairs made necessary by the unauthorized maintenance by Customer or any third party other than Quadient or its authorized service representatives;
- Damage or repair necessitated by relocation of the Products not conducted by Quadient;
- Maintenance or repairs made necessary because Customer has exceeded the published performance specifications or recommended monthly volume limits** for the Products;
- Maintenance or repairs made necessary by Customer's use of parts, consumables, or other supplies that do not comply with Quadient's specifications;
- Recovery of any customer data stored within Quadient Products or the maintaining of any back-up data; for avoidance of doubt this exclusion does not apply to customer data or any back-up data stored within Quadient's cloud-hosted Services;
- Rebuilding or major overhauls which Quadient determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Quadient and application configuration and set-up.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Quadient's published specifications. Except as specified and approved by Quadient, Customer shall not perform, or permit third parties to perform, maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Quadient performing Maintenance Services. For avoidance of doubt this provision does not apply to customer data or any back-up data stored within Quadient's cloud-hosted Services

USE OF QUADIENT SUPPLIES: If the Customer uses supplies other than Quadient supplies, and if such supplies are defective or unacceptable for use in Quadient machines and cause abnormally frequent service calls or service problems, then Quadient shall notify the Customer in writing of any material breach, providing documentation of the specific service issues and the direct causal relationship to the non-Quadient supplies. No additional fees or limitation of Service shall be imposed unless (i) the Customer has been given reasonable time to review and dispute the findings, and (ii) any adjustment to service terms or charges is agreed upon by the parties through a formal written amendment to this Agreement. It is not a condition of this Agreement, however, that the Customer uses only Quadient authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Quadient Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Quadient components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Quadient may terminate the Maintenance

Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Quadient full and free access to the Products, subject to applicable security standards and policies for access to State or purchasing entity facilities, and the use of necessary data communications facilities and equipment at no charge to Quadient.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Quadient's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Quadient may not terminate the Maintenance Services unless: (i) the Customer has materially breached the Maintenance Agreement; and (ii) Quadient has provided written notice describing the specific breach in detail and at least thirty (30) days to cure upon receipt of written notice.

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

****Click [HERE](#) for recommended monthly volume limits.**



Terms and Conditions

GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, Quadient Leasing USA, Inc. "Supplier" refers to either Quadient, Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Such Software is subject to the Supplier's terms and conditions, which are incorporated into this Participating Addendum and identified by the document names listed in the Addendum's Section 5. Attachments.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal. The Initial Term of this Lease will begin on the date the Products are accepted and will continue for the number of months shown on the applicable Order Form ("Initial Term"). We will not notify You that the Initial Term or any Renewal Period is ending. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall return the Products pursuant to Section 12 of this Lease.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address specified on the Order Form ("Billing Address"). Acceptance of the Products is governed by NASPO Section 6, IX. Inspection and Acceptance. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties and Notice of Reused Components. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier. We confirm

that Quadient, Inc. has warranted that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery. GUIDED BY QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information on our sustainable solutions visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

8. Relationship of the Parties. You agree that You, not We, selected the Products. Under this NASPO Participating Addendum, all Products and Services are provided directly by Quadient. Quadient may act as both the supplier and the leasing company. Any billing will be limited to items listed in Quadient's approved NASPO catalog. Quadient will not bill for products or services from third-party suppliers outside this Agreement.

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, and You fail to cure such default within thirty (30) days following receipt of written notice from Us, We may, without further notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; or (B) require You to return the Products pursuant to Section 12 below.

10. Finance Lease. We have the right to recover the Product if You have not paid for it. We may file a copy of this Agreement as a financing statement with the State authorities.

11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. You are required to return the tangible Products under this Lease at Your expense. Upon the termination of this Lease, We shall send You a Return Authorization ("RMA") with instructions on how to return such Products to Us at a location that We designate within the contiguous United States. Those Products must be returned within sixty (60) days of Our issuance of the RMA. The Products must be properly packed for shipment with the RMA number clearly visible, freight prepaid and fully insured. The Products must be received in good condition less normal wear and tear. In the event the Products are not returned to Us within the sixty (60) day period, You shall pay Us an amount equal to the current fair market value at the end of Lease (as reasonably determined by Us).

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART. Notwithstanding the foregoing, transfers authorized by N.C.G.S. § 143A-6 are not prohibited or limited.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."



15. **Limitation of Liability.** Reserved.

16. **Notice.** All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-636-7678. All other notices, requests and other communications hereunder shall be in writing, and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. Written notices to Us shall be sent to: Quadient Leasing USA, Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Written notices to You shall be sent to the Billing Address is a P.O. Box. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. **Integration.** The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. **Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. **Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. **Survival of Obligations.** Reserved.

21. **Choice of Law; Venue; Forum Selection; and Attorney's Fees.** Reserved.

22. **Termination.**

22.1 **Non-Appropriation.**

a. See Master Agreement—Section State of Arizona Uniform Terms Para 4.4 Availability of Funds for the Next State fiscal year and Para 4.5. Availability of Funds for the current State fiscal year and Participating Addendum Section L Availability of Funds..

b. Reserved.

22.2 **Convenience.** Reserved.

23. **Additional Postage Meter Terms.** If the Products require a postage meter, then Quadient's Postage Meter Rental Agreement applies to your rental of such postage meter in the manner and to the extent that it is incorporated into the Participating Addendum, Section 5. Attachments.

POSTAGE METER RENTAL AGREEMENT

1. **Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease"), which is incorporated into the Participating Addendum to the extent and in the manner set forth in Section 5 Attachments ; and (ii), if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine to the extent and in the manner that this Rental Agreement is incorporated into the Participating Addendum, Section 5. Attachments. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Quadient, Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11 through 21 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. **Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. **Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term and any Renewal Term is included in the Lease Payment. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. The State agrees to return the Postage Meter at the end of the Lease term in accordance with Section 12 of the Lease. If the Postage Meter is not returned within sixty (60) days of issuance of the Equipment Return Authorization, and the delay is due to the State's fault or negligence, Quadient may assess a replacement fee. Any such fee must reflect the actual, depreciated fair market value of the equipment at the time of lease termination, taking into account its age, condition, and functionality, and shall not exceed one thousand dollars (\$1,000). The State reserves the right to dispute any such fee and shall not be obligated to pay penalties or charges that conflict with applicable law or the terms of the Participating Addendum.

4. **Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage to support USPS compliance and refund processing. Such data shall be limited to postage usage metrics and device diagnostics necessary to facilitate refund requests or service support. The State does not authorize the collection or sharing of personally identifiable information, recipient address data, or other sensitive content. Data shall not be shared with distributors or third parties unless expressly approved in writing by the



State and only to the extent necessary to support USPS refund processing. Any such data access or sharing must comply with the confidentiality and data protection requirements set forth in the Participating Addendum including, but not limited to, the Security of State Data and Confidentiality provisions. The State reserves the right to review and approve any data-sharing practices that involve its information. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement and fail to cure Your default within thirty (30) days of Your receipt of Our written notice, then We may: (i) reserved; (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity.

7. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates. Unless your Maintenance Agreement says otherwise, We will make available for download up to two (2) free rate updates per calendar year for each applicable Product to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. In the event that there are more than two (2) rate updates issued by the USPS or any other courier in any calendar year, You agree to download the new rates from our server and to promptly pay the then-current price for such update.

8. United States Postal Service Acknowledgement of Deposit Requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained

in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.

- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.
- G. **Privacy Act Statement:** Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient USA, Inc. (the "Lease"), as incorporated into the Participating Addendum to the extent and in the manner set forth Section 5. Attachments. Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 21 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

2. Quadient's Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Quadient, Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Quadient, Inc.'s then-current maintenance terms and pricing in Attachment D Cost Information for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease. The current version of those terms and conditions are



incorporated into the Participating Addendum to the extent and in the manner set forth Section 5. Attachments.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with Quadient Leasing USA, Inc. (the "Lease"), which is incorporated into the Participating Addendum to the extent and in the manner set forth Section 5. Attachments. Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Quadient, Inc. Sections 13 through 21 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following during the Initial Term of the Lease: (i) software updates and, if applicable, up to two (2) carrier rate updates per calendar year in order to keep the Software current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Support"). You acknowledge that the Software may fail to comply with applicable regulations if You do not have Software Support services and that We shall not have any liability in connection with any such failure. If You allow the Software Support to lapse, You may reinstate such services; provided that You pay Us all fees that would have been due from the expiration of Your last Software Support period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites. Quadient, Inc. and/or any of Our affiliates, suppliers, including, but not limited to, Quadient Leasing USA, Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). Any terms or conditions referenced on these Websites including, but not limited to, product usage policies, service terms, or licensing provisions, are expressly excluded and shall have no force or effect.

ATTACHMENT C-2

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient, Inc. ("Quadient") and ("Customer") with reference to the following:

- A. Quadient and Customer are entering into a Lease Agreement (the "Lease Agreement"), pursuant to which Quadient will lease certain products to Customer.
- B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.
- C. Any defined term used herein shall have the same meaning as in the Lease Agreement, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Purchase Agreement, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.54
501 - 1,000	\$0.48
1,001 - 2,000	\$0.45
2,001 - 4,000	\$0.33
4,001 - 8,000	\$0.31
8,001 - 12,000	\$0.30
12,001 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 96,000	\$0.22
96,001 - 128,000	\$0.21
128,001 - 200,000	\$0.19
200,001 - 256,000	\$0.18
256,001 - 384,000	\$0.18
384,001 - 512,000	\$0.15
512,001 - 1,200,000	\$0.13
1,200,001 and above	\$0.12

* Volume bands renew annually

The Lease Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease Agreement, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

Terms and Conditions

PRODUCT PURCHASE AGREEMENT

In this Product Purchase Agreement (the "Purchase Agreement"), the words "You" and "Your" mean the entity that is the Customer identified on the Product Purchase Agreement order form ("Order Form"). "We," "Us" and "Our" mean the seller, Quadient, Inc. ("Quadient").

- 1. Purchase of Products.** You agree to purchase from Us the hardware products, software licenses and services listed on the Order Form, together with all existing accessories, attachments, replacements, and additions (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products.
- 2. Payment Terms.** You promise to pay to Us the amounts shown on the Order Form, plus all other amounts stated herein.
- 3. Shipping; Delivery; and Security Interest.** Products shall be shipped from Our shipping dock, freight collect to the Installation Address specified on the Order Form or, if no such location is specified, to Your Billing Address. Acceptance of the Products is governed by NASPO section 6, IX. Inspection and Acceptance.
- 4. Warranty and Notice of Reused Components.** We warrant that the Products shall be free from defects in material and workmanship for ninety (90) days after delivery. GUIDED BY QUADIENT, INC.'S SUSTAINABLE DESIGN AND RESPONSIBLE MANUFACTURING POLICY, THE PRODUCTS MAY CONTAIN REUSED COMPONENTS. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.
- 5. Taxes.** See Participating Addendum Section 4.Q Taxes.
- 6. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCTS, POSTAGE METER, SOFTWARE, HARDWARE, OR SERVICE, OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM INFRINGEMENT, OR OTHERWISE.
- 7. Limitation of Liability.** Reserved.
- 8. Assignment.** No right or interest in this Purchase Agreement may be assigned by You, without Our prior written consent. Notwithstanding the foregoing, transfers authorized by N.C.G.S. § 143A-6 are not prohibited or limited.
- 9. Notice.** All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written verification receipt.
- 10. Integration.** This Purchase Agreement represents the final and only agreement between You and Us regarding Your purchase of the Products. There are no unwritten oral agreements between You and Us. This Purchase Agreement can be changed only by a signed, written agreement between You and Us.
- 11. Severability.** In the event any provision of this Purchase Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 12. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Purchase Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar

notation, without compromising any rights under this Purchase Agreement.

13. Choice of Law; Venue; Forum Selection; and Attorney's Fees. Reserved.

POSTAGE METER RENTAL AGREEMENT

- 1. Postage Meter Rental.** In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the Postage Meter Rental Agreement order form ("Order Form"). "We," "Us" and "Our" mean Quadient, Inc. You agree to rent from Us the postage meter(s) identified on the Order Form (the "Postage Meter") upon the terms stated herein.
- 2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.
- 3. Rental Fee, Payment and Term.** The initial rental term for the Postage Meter is set forth on the Order Form ("Initial Term"). The rental fee for the Initial Term is also set forth on the Order Form. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. The Postage Meter rental fee does not include the cost of consumable supplies. We will not notify You that the Initial Term or any Renewal Term is ending.
- 4. Return of Postage Meter and Products.** Upon the termination of this Rental Agreement We shall, send You a Return Authorization ("RMA") with instruction on how to return the Postage Meter to Us at Your expense, to any location(s) that We designate in the contiguous United States. The Postage Meter must be returned to Us within sixty (60) days of Our issuance of the RMA. The Postage Meter must be properly packed for shipment with the RMA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear. If the Postage Meter is not returned within sixty (60) days of issuance of the Equipment Return Authorization, and the delay is due to the State's fault or negligence, Quadient may assess a replacement fee. Any such fee must reflect the actual, depreciated fair market value of the equipment at the time of lease termination, taking into account its age, condition, and functionality, and shall not exceed one thousand dollars (\$1,000). The State reserves the right to dispute any such fee and shall not be obligated to pay penalties or charges that conflict with applicable law or the terms of the Participating Addendum.
- 5. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage to support USPS compliance and refund processing. Such data shall be limited to postage usage metrics and device diagnostics necessary to facilitate refund requests or service support. The State does not authorize the collection or sharing of personally identifiable information, recipient



address data, or other sensitive content. Data shall not be shared with distributors or third parties unless expressly approved in writing by the State and only to the extent necessary to support USPS refund processing. Any such data access or sharing must comply with the confidentiality and data protection requirements set forth in the Participating Addendum, including but not limited to the Security of State Data and Confidentiality provisions. The State reserves the right to review and approve any data-sharing practices that involve its information. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

6. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, and (ii) self-insure to protect the Postage Meter against risk of loss, theft, damage or destruction in an amount at least equal to its full replacement cost.

7. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

8. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, and fail to cure Your default within thirty (30) days of Your receipt of Our written notice, then We may, (i) reserve; (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity.

9. Rate Updates.

- A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.
- B. Rate Updates. Unless your Maintenance Agreement says otherwise, We will make available for download up to two (2) free rate updates per calendar year for each applicable Product to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. In the event that there are more than two (2) rate updates issued by the USPS or any other courier in any calendar year, You agree to download the new rates from our server and to promptly pay the then-current price for such update.

10. United States Postal Service Acknowledgement of Deposit Requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

11. Additional United States Postal Service Terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.

- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).
- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.
- G. **Privacy Act Statement:** Your information will be used to facilitate the purchase of U.S. Postal Service (USPS) postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding our privacy policies, visit www.usps.com/privacypolicy.

12. Taxes. Reserved.

13. Disclaimer of Warranties. Reserved.

14. Limitation of Liability. Reserved.

15. Assignment. Reserved.

16. Notice. Reserved.

17. Integration. Reserved.

18. Severability. Reserved.

19. Waiver or Delay. Reserved.

20. Choice of Law; Venue; Forum Selection; and Attorney's Fees. Reserved.



MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc., or one of its affiliates (“Purchase Agreement”). Any defined terms in the Purchase Agreement shall have the same meanings in this Maintenance Agreement. Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the “Purchase Agreement” refer to this Maintenance Agreement.

2. Quadient’s Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Quadient, Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Quadient, Inc.’s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease. The current version of those terms and conditions is incorporated into the Participating Addendum to the extent and in the manner set forth in Section 5. Attachments.

3. EasyInk Program. Reserved.

provide You with certain services, including, but not limited to, software as a subscription services. Any terms or conditions referenced on these Websites, including but not limited to product usage policies, service terms, or licensing provisions, are expressly excluded and shall have no force or effect.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Product Purchase Agreement with Quadient, Inc. (the “Purchase Agreement”) which is incorporated into the Participating Addendum to the extent and in the manner set forth in Section 5. Attachments. Any defined terms in the Purchase Agreement shall have the same meanings in this Online Services and Software Agreement (“OSS Agreement”). Sections 5 through 13 of the Purchase Agreement are hereby incorporated into this OSS Agreement, except that any reference in those sections to the “Purchase Agreement” refers to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Purchase Payment, We hereby grant to You a non-exclusive, non-transferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following during the Initial Term of the Lease: (i) software updates and, if applicable, up to two (2) carrier rate updates per calendar year in order to keep the Software current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively “Software Support”). At the conclusion of the Initial Term, the Software Support will not automatically renew. You acknowledge that the Software may fail to comply with applicable regulations if You do not have Software Support services and that We shall not have any liability in connection with any such failure. If You allow the Software Support to lapse, You may reinstate such services; provided that You pay Us all fees that would have been due from the expiration of Your last Software Support period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites and SaaS Services. Quadient, Inc. and/or any of Our affiliates, or suppliers including, but not limited to, Quadient Finance USA, Inc. may, from time to time, make certain content and/or services available to You via the Internet (“Websites”) in order to

ATTACHMENT D-2

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient, Inc. ("Quadient") and ("Customer") with reference to the following:

- A. Quadient and Customer are entering into a Product Purchase Agreement (the "Purchase Agreement"), pursuant to which Quadient will sell certain products to Customer.
- B. Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.
- C. Any defined term used herein shall have the same meaning as in the Purchase Agreement, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Purchase Agreement, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.54
501 - 1,000	\$0.48
1,001 - 2,000	\$0.45
2,001 - 4,000	\$0.33
4,001 - 8,000	\$0.31
8,001 - 12,000	\$0.30
12,001 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 96,000	\$0.22
96,001 - 128,000	\$0.21
128,001 - 200,000	\$0.19
200,001 - 256,000	\$0.18
256,001 - 384,000	\$0.18
384,001 - 512,000	\$0.15
512,001 - 1,200,000	\$0.13
1,200,001 and above	\$0.12

* Volume bands renew annually

The Purchase Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Purchase Agreement, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

ATTACHMENT E – COST INFORMATION



NASPO ValuePoint Contract #CRT05889

This is the price catalog is for Quadient, Inc.

Purchase Orders for equipment being PURCHASED from Quadient, Inc. should be made out to:

Quadient, Inc.

FEIN: 94-2388882

478 Wheelers Farms Road

Milford, CT 06461

PH: 1-800-636-7678

FAX: 1-203-301-2600

URL: <https://mail.quadient.com/en/government-accounts>

For all Entities who will be leasing off the NASPO ValuePoint contract

Purchase Orders for equipment being LEASED from Quadient, Inc. should be made out to :

Quadient Leasing USA, Inc.

FEIN 94-2984524

478 Wheelers Farms Road

Milford, CT 06461

PH: 1-800-NEOPOST

FAX: 1-203-301-2600

URL: <https://mail.quadient.com/en/government-accounts>

Included in this price catalog is a tab for all the current products offered under the NASPO ValuePoint contract.

It includes tab for pricing Meter Rental for all legacy equipment no longer on the contract.

It includes tab is for Pricing Maintenance for all legacy equipment no longer on the contract.

It includes tab for Quadient, Inc. USA Lease rates.

First year warranty included on equipment.

Depot Repair is NOT free first year.

Catalog update May 2025

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Additional Services	Point Of Additional Services	ACC TECH TRAINING	Technician Training Course Technical training course for customer technicians to maintain Inserter products. sold per day (number of days will be set by Atlanta Comp Center prior to quote.) at our Atlanta Competency Center	\$500.00	5%	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	ACC USER TRAINING	Advanced Operator Training Course Off- site training for operators of Inserter products sold per day (number of days will be set by Atlanta Comp Center prior to quote.) Conducted at our Atlanta Competency Center.	\$500.00	5%	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	ADMIN-SRVC SW	On Site local service for administrative labor not covered by contract sold by unit(WTS-P, iMCM G2, Account Report Manager, New EMS Packages, EMS ProServ, EMS SYS Software, Documet Handling Solutions, WTS	\$125.00	5%	\$118.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	DATABASE PREP 1	Sold in blocks of 1 hour @ \$200 per block. (MAS Software, G2 Software & Inbound Tracking Software and WTS-P)	\$200.00	5%	\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Additional Services	Point Of Additional Services	DATABASE PREP 3	Sold in blocks of 3 hours @ \$500 per block. (MAS Software, G2 Software & Inbound Tracking Software and WTS-P)	\$500.00	5%	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	DLR-FLD SERVICE	Service Support (Dealer Channel only)	\$250.00	5%	\$237.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	DS1XASSIT 3	ONSITE SUPPORT/TRAINING ASSISTANCE Up to 3 Days. Prices are for work completed during normal working hours between Monday - Friday.	\$6,580.00	5%	\$6,251.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	DS1XASSIT 4	ONSITE SUPPORT/TRAINING ASSISTANCE Up to 4 Days. Prices are for work completed during normal working hours between Monday - Friday.	\$8,775.00	5%	\$8,336.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	DS1XASSIT 5	ONSITE SUPPORT/TRAINING ASSISTANCE Up to 5 Days. Prices are for work completed during normal working hours between Monday - Friday.	\$10,965.00	5%	\$10,416.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	DS1XASSIT 7	ONSITE SUPPORT/TRAINING ASSISTANCE Up to 7 Days. Prices are for work completed during normal working hours between Monday - Friday.	\$15,355.00	5%	\$14,587.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Additional Services	Point Of Additional Services	LOCAL-SRVC BPA	On Site local service for non covered labor sold by units (BCC Architect, BCC Data Quality, BCC Impress Automate Plug-In, BCC Off Archtct OMS, BulkMailer Business, BulkMailer Professio	\$125.00	5%	\$118.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	LOCAL-SRVC SW	On Site local service for non covered labor sold by units(WTS-P, iMCM G2, Account Report Manager, New EMS Packages, EMS ProServ, EMS SYS Software, Documet Handling Solutions, WTS	\$125.00	5%	\$118.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	MACH SYMPHONY EMSP	12-month Direct Customer Email Support (48-hr Response Time)	\$795.00	5%	\$755.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	MACH SYMPHONY FSPT	12-month Direct Customer Voice/Video Support (24-hr Response Time)	\$2,495.00	5%	\$2,370.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	NSADVTRAIN	(District Only) NeoShip ADV Train-Install	\$399.00	5%	\$379.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	ONSITE SUPPORT 1	(District Only) \$1,200per day(IS5000/6000) (DS62-DS90i)(DS180/200/600/700)(DS1200)(AS5/7/9)	\$1,200.00	5%	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	PREPRODTUNE LRG	High Range - Eight Hours High Volume Inserters (DS180/DS200) (DS12G4i) and Address Printers (AS5/7/9 and AS36 Series)	\$1,495.00	5%	\$1,420.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Additional Services	Point Of Additional Services	PREPRODT UNEMID	Mid Range - Four Hours High Range Mailing Products (ISS000/5500/6000) and Vertical Table Top Inserters (DS64i-DS95i)	\$795.00	5%	\$755.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	PROFESSIO NAL UNITA	Four Hours of High Skill Level Support Production equipment job setups, application support, project management Production equipment move prep and setup system integration installation support.	\$1,000.00	5%	\$950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	PROFESSIO NAL UNITB	Four Hours of Mid Skill Level Support Customer site support for Quadient, G2/EMS, Inbound Tracking, MAS and WTS-P (sold per product).	\$800.00	5%	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	PROFESSIO NAL UNITC	Four Hours of Low Skill Level Support Tech assist with table top job setups (non software related) Operating customer equipment at customer or Neopost site Table top equipment move prep and setup.	\$600.00	5%	\$570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Additional Services	Point Of Additional Services	REMOTE SUPPORT	(District Only) Block Contains 5x1hr session used w/in 1yr of purch (MAS,G2, Inbound Trk SW)	\$1,250.00	5%	\$1,187.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-ADD-TRAIN	SMART Additional Training	\$545.00	5%	\$517.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-CUSTPC-INST	SMART Customer PC Installation	\$545.00	5%	\$517.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-FLD-CONFIG	S.M.A.R.T. Field Configuration Training	\$1,650.00	5%	\$1,567.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMARTMCMS	S.M.A.R.T. MailCenter Multi-Carrier Support for up to 5 locations.	\$5,145.00	5%	\$4,887.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$648	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMARTMULTI-RM-CONF	S.M.A.R.T. Remote Install for Multi-Site Applications. One per location	\$1,130.00	5%	\$1,073.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-REM-CONFIG	S.M.A.R.T. Remote Configuration Training	\$1,425.00	5%	\$1,353.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	SMART-RTI	S.M.A.R.T. Real Time Integration (RTI). Prior to ordering, review of customer req's is needed to ensure the correct options are configured and ordered	\$2,705.00	5%	\$2,569.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-SO	S.M.A.R.T. Software for Existing iX-Series Machines Only	\$7,315.00	5%	\$6,949.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	S.M.A.R.T iX-Series Bundle Pkgs	SMART-SSO	S.M.A.R.T. Single Sign On Activation that Requires SAML 2.0	\$5,145.00	5%	\$4,887.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	SMART-SYS-INTEGR	S.M.A.R.T. Real Time Integration	\$535.00	5%	\$508.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
			(RTI) Professional Services															
Additional Services	S.M.A.R.T ix-Series Bundle Pkgs	SMRTSSO-REMCN	S.M.A.R.T. SSO Remote Configuration Training (MUST BE ORDERED WITH SMART-SSO)	\$715.00	5%	\$679.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	TRAINING PKG A	Two Hours Training Mailing Products: (IS-/5500), (ix-5/7/7PRO) Vertical Table Top Inserters (DS40i-DS95i), High Volume Inserters (DS180i/DS200) (DS12G4i) and Address Printers	\$495.00	5%	\$470.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	TRAINING PKG B	Four Hours Training Mailing Products: (IS-/5500), (ix-5/7/7PRO) Vertical Table Top Inserters (DS40i-DS95i), High Volume Inserters (DS180i/DS200) (DS12G4i) and Address Printers	\$695.00	5%	\$660.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	TRAINING PKG C	Six Hours Training Mailing Products: (IS-/5500), (ix-5/7/7PRO) Vertical Table Top Inserters (DS40i-DS95i), High Volume Inserters (DS180i/DS200) (DS12G4i) and Address Printers	\$895.00	5%	\$850.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	TRAINING PKG D	Eight Hours Training Mailing Products: (IS-/5500), (ix-5/7/7PRO) Vertical Table Top Inserters (DS40i-DS95i), High Volume Inserters	\$1,095.00	5%	\$1,040.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
			(DS180i/DS200) (DS12G4i) and Address Printers															
Additional Services	Point Of Additional Services	TRAINING-PKG SW	After install SW Support Support for software products newly installed. BulkMailer Business, BulkMailer Professional, BilkMailer Standard, BulkMailer SMB, EMS, WTS, WTS-P and WTS Lite	\$125.00	5%	\$118.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	37-206-16	Long Media Kit for MACH Feeder	\$695.00	5%	\$660.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-150	Small Media & Envelope Inkjet Printer with 1.5" Print Height - 6,000 #10's/hr	\$8,174.00	20%	\$6,539.20	\$1,068.00	\$1,152.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-450	Entry Level AS-450 High Speed Monochrome Inkjet Address Printer With 2-Inch Print Height, Fixed Head (4 Cartridge) And Digital Touch Screen	\$11,325.00	20%	\$9,060.00	\$1,416.00	\$1,476.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-650	Mid-Range AS-650 High Speed Monochrome Inkjet Address Printer With 3-Inch Print Height, Dual Fixed (1.5" + 1.5") Heads And Digital Touch Screen	\$16,475.00	20%	\$13,180.00	\$2,136.00	\$2,208.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-850	High Volume AS-850 In-Line High Speed Monochrome Inkjet Address Printer With 4-Inch Print Height, Triple Fixed Heads	\$20,595.00	20%	\$16,476.00	\$2,676.00	\$2,676.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
			(1" + 2" + 1") And Digital Touch Screen															
Envelope Addressing System	Addressing	AS-850R	Right To Left High Volume AS-850 In-Line High Speed Monochrome Inkjet Address Printer With 4-Inch Print Height, Triple Fixed Heads (1" + 2" + 1") And Digital Touch Screen	\$20,595.00	20%	\$16,476.00	\$2,676.00	\$2,676.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-850RS	Right-To-Left AS-850 System With AS-FDR14 Friction Feeder & RS140 Riser	\$26,775.00	20%	\$21,420.00	\$3,144.00	\$3,480.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-850S	AS-850 System With AS-FDR14 Friction Feeder & RS-140 Riser	\$26,775.00	20%	\$21,420.00	\$3,144.00	\$3,480.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-CSD3	Three Foot Bi-Directional Conveyor/Stacker	\$4,010.00	20%	\$3,208.00	\$408.00	\$516.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-CSD3DK	Dryer Mounting Kit (for AS-CSD3 Only)	\$615.00	20%	\$492.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-CSD3-SYS	AS-CSD3 Three Foot Conveyor With 700-Watt Infrared Dryer & Mounting Kit	\$6,175.00	20%	\$4,940.00	\$720.00	\$804.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-CSD6	Six Foot Bi-Directional Conveyor/Stacker for AS-650/850 or higher	\$7,515.00	20%	\$6,012.00	\$900.00	\$972.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Envelope Addressing System	Addressing	AS-CSD6DTS	Stainless Steel L2R Drop Tray Assy CSD6	\$1,355.00	20%	\$1,084.00	\$144.00	\$168.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-CSD6-SYS1	AS-CSD6 Six Foot Conveyor With 1000-Watt Infrared Dryer & Drop Tray	\$10,090.00	20%	\$8,072.00	\$1,200.00	\$1,308.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-CSD6-SYS2	AS-CSD6 Six Foot Conveyor With 2000-Watt Infrared Dryer & Drop Tray	\$11,325.00	20%	\$9,060.00	\$1,344.00	\$1,476.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-FDR14	Heavy Duty Friction Feeder for AS-980/AS-3640/TA30/TA30C General Purpose	\$7,515.00	20%	\$6,012.00	\$912.00	\$972.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-ID1M	1000 Watt Infrared Inkjet Dryer (for AS-CSD6 only)	\$2,880.00	20%	\$2,304.00	\$372.00	\$420.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-ID2M	2000 Watt Infrared Inkjet Dryer (for AS-CSD6 only)	\$3,910.00	20%	\$3,128.00	\$504.00	\$564.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	AS-ID7C	700-Watt Infrared Inkjet Dryer (for AS-CSD3 Only)	\$2,570.00	20%	\$2,056.00	\$336.00	\$372.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	ASINKHPG REEN	EasyInk Green Spot Color Green Pigmented Ink (Only to be used	\$77.00	5%	\$73.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
			in the AS-450/650/850 Printers)															
Envelope Addressing System	Supplies	ASINKHPIN V	EasyInk Invisible Spot Color UV- Responsive Security Ink (Only to be used in the AS-450/650/850 Printers)	\$70.00	5%	\$66.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	ASINKHPR ED	EasyInk Red Spot Color Red Pigmented Ink (Only to be used in the AS-450/650/850 Printers)	\$77.00	5%	\$73.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	ASINKHPU SLV	EasyInk UltraSolv High Performance Solvent Ink for non-porous media (Only to be used in the AS-450/650/850 Printers)	\$72.00	5%	\$68.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	ASINKHPU UV	EasyInk UltraUV High Performance Solvent for UV coated & non-porous media (Only to be used in the AS-450/650/850 Printers)	\$105.00	5%	\$99.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	ASINKHPV RSA	EasyInk Versario All Purpose Performance Pigmented Ink for a wide range of media (Only to be used in the AS-450/650/850 Printers)	\$64.00	5%	\$60.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	MSC250-N	MACH 5/6/X Series Memjet 250-ml Ink Tank - CYAN	\$359.00	5%	\$341.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	MSK250-N	MACH 5/6/X Series Memjet 250-ml Ink Tank - BLACK	\$359.00	5%	\$341.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Envelope Addressing System	Supplies	M5M250-N	MACH 5/6/X Series Memjet 250-ml Ink Tank - MAGENTA	\$359.00	5%	\$341.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M5PRINT-N	MACH 5/6/X Series Memjet 1600DPI Printhead	\$669.00	5%	\$635.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M5Y250-N	MACH 5/6/X Series Memjet 250-ml Ink Tank - YELLOW	\$359.00	5%	\$341.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M7INK-CC	MACH 7 HP Ink Tank C - CYAN, 238 ml	\$275.00	5%	\$261.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M7INK-KK	MACH 7 HP Ink Tank K - BLACK, 498 ml	\$485.00	5%	\$460.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M7INK-MM	MACH 7 HP Ink Tank M - Magenta, 233 ml	\$275.00	5%	\$261.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M7INK-YY	MACH 7 HP Ink Tank Y - Yellow, 225 ml	\$275.00	5%	\$261.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M7SPLYBND	MACH 7 Supplies Bundle - Includes: 1 each of M7INK-KK, M7INK-CC, M7INK-MM, M7INK-YY, MACHSVCLED	\$1,785.00	5%	\$1,695.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M9INK-CC	MACH 9 HP Fi1000 Ink Tank C - CYAN, 236 ml	\$250.00	5%	\$237.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M9INK-KK	MACH 9 HP Fi1000 Ink Tank K - BLACK, 498 ml	\$450.00	5%	\$427.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Envelope Addressing System	Supplies	M9INK-MM	MACH 9 HP F1000 Ink Tank M - Magenta, 231 ml	\$250.00	5%	\$237.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M9INK-YY	MACH 9 HP F1000 Ink Tank Y - Yellow, 223 ml	\$250.00	5%	\$237.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	M9SPLYBND	MACH 9 Supplies Bundle - Includes: 1 each of M9INK-KK, M9INK-CC, M9INK-MM, M9INK-YY, MACHSVCLED	\$1,675.00	5%	\$1,591.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 6	MACH 6 Thick Media Digital Color Inkjet Printer w/Memjet Technology	\$22,655.00	20%	\$18,124.00	\$2,940.00	\$2,988.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 6S	MACH 6 with 3-foot Conveyor Stacker w/Drop Tray	\$25,745.00	20%	\$20,596.00	\$3,144.00	\$3,348.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 6SMC	MACH 6 System with 3-foot Conveyor and mColor Software	\$28,835.00	20%	\$23,068.00	\$3,540.00	\$3,744.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 6SMCPC	MACH 6 Turnkey System includes 3-FT conveyor mColor 3.0 Pre-Installed on a PC	\$30,895.00	10%	\$27,805.50	\$3,900.00	\$4,020.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Envelope Addressing System	Addressing	MACH 7 S	MACH 7 Color Inkjet Printer with MACH-FDR 15-inch Synchronized Intelligent Feeder AccuTrak Riser Stand	\$32,995.00	20%	\$26,396.00	\$4,284.00	\$5,280.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 7 SC	MACH 7 Color Inkjet Printer MACH-FDR Feeder with ASCSD3 Conveyor Stacker	\$36,995.00	20%	\$29,596.00	\$4,812.00	\$5,916.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 7 SCMP	MACH 7 Turn Key Print Shop Production Bundle. MACH 7, MACH-FDR, ASCSD3 & MACH Color Software on Pre-loaded Dell PC	\$42,995.00	20%	\$34,396.00	\$5,592.00	\$6,876.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH 7 SMP	MACH 7 Ready to Print Color Printing Bundle. MACH 7, MACH-FDR & MACH Color Software on Pre-loaded Dell PC	\$38,995.00	20%	\$31,196.00	\$5,064.00	\$6,240.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH COLOR	MACH Color QuickRIP Software with Color Management & Swap for Windows	\$4,995.00	20%	\$3,996.00	\$648.00	\$804.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH COLOR PC	Pre-loaded DELL PC with RIP & Control Software. Includes: MACH TCHPC, MACH Color QuickRIP, Keyboard and Mouse	\$6,995.00	20%	\$5,596.00	\$912.00	\$1,116.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH TCHPC	Dell All-in-One 24" Touchscreen PC with Wireless Keyboard & Mouse	\$3,695.00	20%	\$2,956.00	\$480.00	\$588.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH-SSMCPC	MACH 5 Turnkey System with mColor 3.0 on Pre-loaded PC, 3-foot Conveyor	\$27,290.00	10%	\$24,561.00	\$3,444.00	\$3,552.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

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Envelope Addressing System	Addressing	MACH-SSMC-SP	MACH 5 System with 3-foot Conveyor and mColor Software	\$25,745.00	20%	\$20,596.00	\$2,988.00	\$3,348.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH-5-SP	MACH 5 Digital Color Inkjet Printer w/Memjet Technology	\$19,565.00	20%	\$15,652.00	\$2,436.00	\$2,544.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH-5S-SP	MACH 5 with 3-foot Conveyor Stacker w/Drop Tray	\$22,655.00	20%	\$18,124.00	\$2,604.00	\$2,940.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH7PRI NT	HP Long Life Print Engine Replacement for MACH 7 Only	\$3,795.00	20%	\$3,036.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH-9DS-SYS	MACH 9DS Color Printing Sys w/PC & Software for In-line Dyn Printing, Print Engine, supplies, In-line Vacuum Inkjet Base, PC, Req'd DS7IQM9CDEPKIT	\$84,995.00	20%	\$67,996.00	\$11,052.00	\$13,596.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACH-FDR	Synchronized & Intelligent Belt for Select MACH Printers	\$7,995.00	20%	\$6,396.00	\$1,044.00	\$1,284.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	MACHPRI NT	HP FI1000 Long Life Print Engine Replacement for MACH 9 Only	\$3,995.00	20%	\$3,196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Master Pricing

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT512K	e-Certify Subscription - Level 14 (up to 512,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$67,740	5%	\$64,353
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT64K	e-Certify Subscription - Level 9 (up to 64,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$14,376	5%	\$13,657
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT8K	e-Certify Subscription - Level 5 (up to 8,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$2,484	5%	\$2,360
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT96K	e-Certify Subscription - Level 10 (up to 96,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$20,700	5%	\$19,665

iX Series Meter Rental Rates

Meter Model	Model Part Numbers	Model Descriptions	Monthly Rental Fee
iX-1*	IX1BAI	Commercial w/ Quadient Postage Funding BasicPLUS	\$25.00
	IX1BAC	Contract Postal Station	\$25.00
	IX1BAG	Government Penalty	\$25.00
iX-3*	IX3BAI	Commercial w/ Quadient Postage Funding BasicPLUS	\$48.00
	IX3BAC	Contract Postal Station	\$48.00
	IX3BAG	Government Penalty	\$48.00
IX5HF**	IX5HFAI	Commercial w/Quadient Postage Funding AdvantagePLUS	\$58.00
	IX5HFAC	Contract Postal Station	\$58.00
	IX5HFAG	Government Penalty	\$58.00
IX5AF**	IX5AHFAI	Commercial w/AdvantagePLUS	\$66.00
	IX5AFAC	Contract Postal Station	\$66.00
	IX5AFAG	Government Penalty	\$66.00
IX7**	IX7AI	Commercial w/Quadient Postage Funding AdvantagePLUS	\$84.00
	IX7AC	Contract Postal Station	\$84.00
	IX7AG	Government Penalty	\$84.00
IX7PRO**	IX7PROAI	Commercial w/AdvantagePLUS	\$93.00
	IX7PROAC	Contract Postal Station	\$93.00
	IX7PROAG	Government Penalty	\$93.00
IX9***	IX9AI	Commercial w/Quadient Postage Funding AdvantagePLUS	\$118.00
	IX9AG	Government Penalty	\$118.00

Notes / Rules:

All meters listed above hold max of \$5,000.00 and prints up to \$99.999

*Includes Quadient Postage Funding BasicPLUS: \$700 credit/\$800 TotalFlexibility over-limit protection

**Includes Quadient Postage Funding AdvantagePLUS: \$4,000 credit/\$4,500 TotalFlexibility over-limit protection

***Includes Quadient Postage Funding AdvantagePLUS: \$20,000 credit Line

Quadient Lease: Meter can be locked in for total duration of initial lease term

Neoship

Product Category	Mailing System Model	Part Number	Description/Components	List Price
Neoship PLUS Online Shipping Software				
2	iX-1	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	iX-3	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	IS-280	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	iX-5HF & iX-5AF	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	iX7 & iX7PRO	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	IN-700 & IN-750	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	IS3 & IS4 Series Bases	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	IS-5000/6000 Bases	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
2	iX-9	EP70PLUS	Neoship PLUS Online Shipping Software	\$3.00
1) To upgrade an existing Neoship customer from BASIC to PLUS, the monthly subscription is \$3 per month. 2) To add Neoship PLUS to an account that currently does not have any version of Neoship, the subscription is \$3 per month.				
Neoship ADVANCED Online Shipping Software				
3	iX-1	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	iX-3	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	IS-280	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	iX-5HF & iX-5AF	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	iX7 & iX7PRO	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	IN-700 & IN-750	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	IS3 & IS4 Series Bases	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	IS-5000/6000 Bases	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
3	iX-9	NEOSHIPADV	Neoship ADVANCED Online Shipping Software	\$15.00
Neoship ADVANCED supports multi-carrier shipping capabilities including: USPS, FedEx and UPS. This solution has a single screen interface, rate shopping (identifying the lowest cost and fastest delivery for getting your parcel from point A to point B) and more!				

Installation / User Guide				
		EP70GUIDES	Neoship Installation Guide / User Guide	no charge
<p>Notes:</p> <p>1) Neoship is currently available for all new, existing and remanufactured iX/IS/IN series mailing systems.</p> <p>2) Adding Neoship to an order requires that the POC account be enrolled in Quadient Postage Funding. All Neoship shipment charges are billed directly to the Quadient Postage Funding account.</p> <p>3) Neoship does NOT support ACH or Prepay.</p> <ul style="list-style-type: none"> • Any existing POC account that is Prepay only - must be enrolled in Quadient Postage Funding as a secondary postage payment method. • Any existing POC account that is enabled as ACH / Debit - must be converted to Quadient Postage Funding PRIOR to Order Entry. <p>4) Neoship requires a high-speed internet connection to run.</p> <p>5) Neoship does not support analog modem connectivity</p> <p>6) If EP70GUIDES are not ordered, the customer will not receive an Installation or Users Guide and will need to download a copy from www.neopostusa.com/knowledgebase.</p> <p>7) Neoship is compatible with PC's, not supported on MAC.</p>				

Priority Package Meter Rates & Services

ix-Series

	Rental Meter On Purchased Equipment	Leased Meter	Add Neo-Ship PLUS	Add Neo-Ship Advanced	Cell SVC *	Add NeoStats Enhanced (ISSP20) Online Postal Expense Mgr App	*Add ISSP27 NeoStats Consolidated	Add ISSP35 E-Services w/ERR App **	Std. Maintenance (ERR Pkg's w/Barcode Scanner)	ERR Feature & ACT Kit
ix-1	n/a	\$21	+\$3	+\$15	+\$30	+\$10	+\$10	+\$10	Not Included	\$50
ix-3	\$40	\$26	+\$3	+\$15	+\$30	+\$10	+\$10	+\$15	Not Included	\$295
ix-5HF	\$45	\$31	+\$3	+\$15	+\$30	+\$15	+\$15	+\$20	Not Included	\$295
ix-5AF	\$55	\$37	+\$3	+\$15	+\$30	+\$15	+\$15	+\$20	\$48	\$495
ix-7	\$75	\$57	+\$3	+\$15	+\$30	+\$15	+\$15	+\$20	\$48	\$495
ix-7PRO	\$75	\$57	+\$3	+\$15	+\$30	+\$20	+\$20	+\$25	\$48	\$495
ix-9	\$95	\$77	+\$3	+\$15	+\$30	+\$30	+\$30	+\$25	\$48	\$495

P/N	PRODUCT NAME AND DESCRIPTION
ISSP00	Online Advantage. FREE App available with every mailing system. Includes a basic Postage Expense Management report (meter piece count and postage totals by month), "Low Ink" e-mail alerts, and remote service diagnostics.
ISSP10	Postal Rate. Automatic electronic update of USPS Mailing and Shipping Services rates and fees for Extra Services. Formerly known as "Rate Maintenance" or "Standard Edition". Included in <u>Meter Rental</u> .
ISSP20	Online Postal Expense Manager™. Reporting of piece count and postage data by department, time period and postal class. Formerly known as "Department Reports".
ISSP27*	Includes all of the features available in ENHANCED plus the ability to centralize postage expense data for multiple mailing systems at on location or multiple mailing systems across many locations. Requires part number NEOSTATSPROF (\$125 per unit) (Neostats Consolidated Professional Services). Orders will not be processed without a completed Requirements Gathering
ISSP35	E-Services with Electronic Return Receipt. Includes: eDelivery Confirmation, eSignature Confirmation, eCertified and the eCertified with Electronic Return Receipt option.*** Effective January 4, 2010 Rate Change: Per USPS, E-RR is not available for CPU meters.

Rules and Guidelines:
1. All ix meter prices include Rate Protection (SP10)
2. When Cell Service is ordered, it is MANDATORY that you also order a Cellular Router and SIM. Part number CELLKIT. The Cell Router is for standalone mailing systems only. Optional software (NeoShip,
3. Leased meter pricing is for Quadient leases only.
4. Adding NeoShip to an order requires that the POC account be enrolled in Quadient Postage Funding. All NeoShip shipment charges are billed directly to the Quadient Postage Funding account.
5. NeoShip does not support ACH or Prepay.
6. Any existing POC account that is Prepay only must be enrolled in Quadient Postage Funding as a secondary postage payment method.
7. Any existing POC account that is enabled as ACH/Debit must be converted to Quadient Postage Funding PRIOR to Order Entry.

P/N	DESCRIPTION of ERR FEATURE & ACTIVATION KITS (Based on Mailing System Model)
ix-Series Mailing Systems	
IX1ERR	ix-1 Series ERR FEATURE & ACTIVATION KIT: Includes: ix-1 Series E-RR Rate File, (100) eDelivery Confirmation Labels, (100) eSignature Confirmation Labels and (100) eCertified Labels.
IX3ERR	ix-3 Series ERR FEATURE & ACTIVATION KIT: Includes: ix-3 Series E-RR Rate File, (100) eDelivery Confirmation Labels, (100) eSignature Confirmation Labels and (100) eCertified Labels.
IX5HERR	ix-5(HF) Series ERR FEATURE & ACTIVATION KIT: Includes: ix-5(HF) Series E-RR Rate File, (100) eDelivery Confirmation Labels, (100) eSignature Confirmation Labels and (100) eCertified Labels.
IX5AERR	ix-5(AF) Series ERR FEATURE & ACTIVATION KIT: Includes: ix-5(AF) Series E-RR Rate File, Barcode Scanner, (100) eDelivery Confirmation Labels, (100) eSignature Confirmation Labels and (300) eCertified Labels.
IX7ERR	ix-7 Series ERR FEATURE & ACTIVATION KIT: Includes: ix-7 Series E-RR Rate File, Barcode Scanner, (200) eDelivery Confirmation Labels, (200) eSignature Confirmation Labels and (500) eCertified Labels.
IX7PROERR	ix-7PRO Series ERR FEATURE & ACTIVATION KIT: Includes: ix-7PRO Series E-RR Rate File, Barcode Scanner, (200) eDelivery Confirmation Labels, (200) eSignature Confirmation Labels and (500) eCertified Labels.
IX9ERR	ix-9 Series ERR FEATURE & ACTIVATION KIT: Includes: ix-9 Series E-RR Rate File, Barcode Scanner, (200) eDelivery Confirmation Labels, (200) eSignature Confirmation Labels and (500) eCertified Labels.
*SPECIFIC REQUIREMENTS FOR 4G CELL SERVICE	
Cell service requires a wireless cell router. One router is required for each mailing system. Multiple mailing systems cannot share a wireless cell router. When ordering a 4G Cell plan, it is MANDATORY that	
**SPECIFIC REQUIREMENTS FOR ELECTRONIC RETURN RECEIPT	
ISSP35 requires ISSP10 or eRCP to maintain current USPS rates and Special Services.	
ISSP35 requires an ERR Feature & Activation Kit (see descriptions below)	
Note: ISSP35 includes all of the features that are offered in E-Services (ISSP30) plus ERR. Order ISSP30 if the customer wants E-Services only. Order ISSP35 if the customer wants Electronic Return Receipts in	

This pricing is for meter rental of equipment that is no longer in current production

Product Line	Part #	Description	List Price	Discount Level	NASPO Price
Legacy Meter Rental	IN600HFAI meter	IN600HFAI meter	\$ 58	40%	\$ 35
Legacy Meter Rental	IN600AFAI meter	IN600AFAI monthly meter rental	\$ 66	39%	\$ 40
Legacy Meter Rental	IN610AFAI meter	IN610AFAI meter	\$ 66	39%	\$ 40
Legacy Meter Rental	IN700AI meter	IN700AI monthly meter rental	\$ 84	29%	\$ 60
Legacy Meter Rental	IN710AI meter	IN710AI monthly meter rental	\$ 84	29%	\$ 60
Legacy Meter Rental	IN750AI meter	IN750AI monthly meter rental	\$ 93	35%	\$ 60
Legacy Meter Rental	IN760AI meter	IN760AI monthly meter rental	\$ 93	35%	\$ 60

Maintenance Cost Formula for Legacy Equipment

Year	Base (POS) Price*	Rate Modifier	Contract Price
1		0%	
2		108%	\$ -
3		108%	\$ -
4		108%	\$ -
5		125%	\$ -
6		125%	\$ -
7		125%	\$ -
8		125%	\$ -
9		125%	\$ -
10		125%	\$ -
11		125%	\$ -
12		125%	\$ -

* Base prices are based upon currently manufactured products only.
Pricing on discontinued models is based on current replacement model or nearest specified product

Quadient, Inc. USA Lease Rates	36	48	60
FMV	0.0322	0.0253	0.0212
LTOP	0.0337	0.0269	0.0228

FMV - Fair Market Value

LTOP - Lease to Own Program

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Mailing Furniture	Parcel Locker Solutions	CQ-OUTADDER-D12	CQ PP Outdoor Adder 12 Double Tower Stone Gray	\$4,295.00	5%	\$4,080.25	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Furniture	Parcel Locker Solutions	CQ-OUTADDER-D2	CQ PP Outdoor Adder 2 Double Tower Stone Gray	\$4,400.00	5%	\$4,180.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Furniture	Parcel Locker Solutions	CQ-OUTADDER-D4	CQ PP Outdoor Adder 4 Double Tower Stone Gray	\$4,195.00	5%	\$3,985.25	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Furniture	DLLCDARM-N	Arm to mount monitor on	\$715.00	5%	\$679.25	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12ACCFOLDFIELD	UPGRADE FOLDER TO ACCUMULATOR FOLDER	\$22,335.00	20%	\$17,868.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12ACCU MFLDR-NBR	ACCUMULATOR FOLDER W/RISO ROLLERS (requires speed license below)	\$26,760.00	20%	\$21,408.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12ACCU MFOLDER	ACCUMULATOR FOLDER (requires speed license below)	\$26,760.00	20%	\$21,408.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12BCR2D KITFDR	2D BCR READER FOR INSERT FEEDER	\$15,355.00	20%	\$12,284.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12BCR2D RDRFLDR	2D BCR READER FOR FOLDER	\$15,355.00	20%	\$12,284.00	\$564	\$612	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12DBLTR ACK	DOUBLE TRACK UNIT	\$19,805.00	20%	\$15,844.00	\$3,852	\$4,164	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12DIVER TUPGRD	G4 DOCUMENT DIVER TUPGRADE	\$1,990.00	20%	\$1,592.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12DYNME TERLINK	DYNAMIC METER INTERFACE	\$4,370.00	20%	\$3,496.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12ENVRE ADBCR1D	1D BCR ENVELOPE READER	\$10,945.00	20%	\$8,756.00	\$804	\$876	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Folder-Inserters, Production	DS12G4	DS12ENVRE ADBCR2D	2D BCR ENVELOPE READER	\$11,225.00	20%	\$8,980.00	\$516	\$564	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12FLDR-NBR	G4i Folder W/RISO Rollers	\$8,025.00	20%	\$6,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12FOLDER	FOLDER	\$6,350.00	20%	\$5,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12FOLDU PGRD	G3 TO G4 FOLDER UPGRADE	\$8,860.00	20%	\$7,088.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12FXDML TINS	FIXED-MULTI READ FOR INSERT FEEDER	\$10,690.00	20%	\$8,552.00	\$492	\$540	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12G3HICA PTROLLEY	ADDITIONAL Hi CAP TROLLEY	\$1,650.00	20%	\$1,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12G4IBAS E10K	DS1200 G4i 10K BASE +DBLE TRACK UNIT, AIMS OnBoard	\$77,800.00	20%	\$62,240.00	\$16,344	\$20,232	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12G4IBAS E12K	DS1200 G4i 12K BASE +DBLE TRACK UNIT, AIMS OnBoard	\$89,790.00	20%	\$71,832.00	\$18,852	\$21,588	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12G4IBAS E8K	DS1200 G4i 8K BASE + DBLE TRACK UNIT, AIMS OnBoard	\$70,885.00	20%	\$56,708.00	\$14,880	\$17,040	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12HIGHG RIPFDRL	HI-GRIP FEED ROLLER SET	\$300.00	20%	\$240.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12HORFD R4RDFLD	HORIZONTAL FEEDER FOR A READER FOLDER	\$7,330.00	20%	\$5,864.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12IMOSU PGRD2G4	DS-1200 XP to WIN7 (With PC)	\$3,105.00	20%	\$2,484.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12INSERT PLATE	INSERT PLATE	\$655.00	20%	\$524.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12OMR1 DBCR4FLDR	OMR & 1D BCR READER FOR FOLDER	\$6,745.00	20%	\$5,396.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Folder-Inserters, Production	DS12G4	DS12OMR1 DBCR4IFDR	OMR 1D BCR READER FOR INSERT FEEDER	\$8,735.00	20%	\$6,988.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12QX2DU PGRADE	QX Hawk Upgrade to Data Man 1D/2D - G4i Only	\$12,710.00	20%	\$10,168.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12READE RFLDR-NBR	READER FOLDER W/RISO ROLLERS	\$13,890.00	20%	\$11,112.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12READE RFOLDER	READER FOLDER	\$13,890.00	20%	\$11,112.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12RHWF OLDFIELD	UPGRADE FOLDER TO READER FOLDER	\$8,300.00	20%	\$6,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12RHWO NLYFDR	READING READY CONVEYOR	\$4,415.00	20%	\$3,532.00	\$324	\$ 348	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12SNGLR DPRO	MULTI READ PROCESSOR SINGLE READING INPUT	\$8,670.00	20%	\$14,936.00	\$696	\$744	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Production	DS12G4	DS12VSMO NITR	VS MONITOR KIT	\$2,110.00	20%	\$1,688.00	\$276	\$288	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Low, Med, High	DH Intelligent Inserters	DS64I-INT1EBRE	2 Station Expert 1 Auto + 1 BRE Fdr + CIS Scanner + Multi License	\$3,775.00	30%	\$9,642.50	\$1,788	\$1,908	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Folder-Inserters, Low, Med, High	DH Intelligent Inserters	DS64IST1E-BRE-STD	DS-64i 2 Station Expert 1 Auto + 1 BRE Fdr w/HCVS	\$1,200.00	30%	\$7,840.00	\$1,452	\$1,788	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Additional Services	Point Of Additional Services	EMSPRO-N	Requires SOW and Approval from RBDM Tim Smith EMS Professional Services	\$254.00	5%	\$241.30	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	FDRSSTAND	Adjustable Floor Stand for ASFDRSS Production Feeder or AS-FDR14	\$1,745.00	20%	\$1,396.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Mailing Systems, Med Volume	Supplies	HD-M12 FUSER	HD-M12DN 200K Fuser /120V Maint Kit	\$254.00	5%	\$241.30	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	HD-M12 TK	HD-M12DN Print Cartridge (Tomer w/Drum) 25K Yield	\$618.00	5%	\$587.10	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	HD-MB50D	HD VBM/Document Print System. Duplex 60PPM B&W Laser Printer w/High Capacity Tray and Casters	\$6,690.00	20%	\$5,352.00	\$864	\$972	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	HD-MB50D-PNTR	HD BW Printer for Document Printing. Printer w/standard paper trays for tabletop use where extra capacity trays are not required.	\$5,145.00	20%	\$4,116.00	\$672	\$744	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	HD-MB50-DRKIT	HD-MB50 Drum Transfer Belt Replacement Kit	\$851.00	5%	\$808.45	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	HD-MB50-FUSER	HD-MB50 Fuser Replacement Kit	\$1,279.00	5%	\$1,215.05	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	HD-MB50-HCTRAY	HD MB50 Hi-Capacity Tray w/Casters. 1,100 Sheet High Capacity Dual Paper Tray w/Casters	\$2,055.00	20%	\$1,644.00	\$264	\$300	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Addressing	HD-MB50-TRAY2K	HD-MB50 2000 Sheet Letter Tray w/Casters	\$2,055.00	20%	\$1,644.00	\$264	\$300	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Envelope Addressing System	Supplies	HD-MB50TNR-KK	HD-MB50 Black Toner Bottle	\$134.00	5%	\$127.30	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Furniture	Parcel Locker Solutions	HE-OUTADDER-D12	HE PP Outdoor Adder 12 Double Tower Stone Gray	\$4,295.00	5%	\$4,080.25	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Mailing Furniture	Parcel Locker Solutions	HE-OUTADDER-D2	HE PP Outdoor Adder 2 Double Tower Stone Gray	\$4,400.00	5%	\$4,180.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	WTS-P	IDSTC51	WTS-P Zebra TC52 Scanner with Camera This product requires a power supply and a mobile software license. Don't forget to add in the REQUIRED mobile software license (IDSMBSLIC-N) Three options are available for power. Option #1 power supply (IDSTC-WALL	\$2,225.00	5%	\$2,113.75	\$276	\$288	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	WTS-P	IDSTC51KIT	WTS-P TC52 Scanner Bundle Includes WTS -P Zebra TC52 Scanner with camera, power supply, styluses, charging cable and protective boot. Wi-Fi and Ethernet Capable. THIS PACKAGE INCLUDES THE REQUIRED MOBILE SOFTWARE LICENSE (IDSMBSLIC-N).	\$3,550.00	5%	\$3,372.50	\$444	\$456	\$ -	\$ -	\$ -	\$ 30	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	WTS-P	IDSTC56	WTS-P Zebra TC52 Scanner with Camera. Requires power supply and mobile software license. Don't forget to add REQUIRED mobile software license (IDSMBSLIC-N)	\$2,570.00	5%	\$2,441.50	\$324	\$336	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
			Three options available for power. Option #1 power supply (IDSTC-WALL															
Software, License & Subscription	WTS-P	IDSTC56KIT	WTS-P TC57 Scanner Bundle Includes WTS -P Zebra TC57 Scanner with camera, power supply, styluses, charging cable, and protective boot. Wi-Fi, ethernet and Cellular (CDMA and GSM) Capable. THIS PACKAGE INCLUDES THE REQUIRED MOBILE SOFTWARE LICENSE (IDSMB	\$3,855.00	5%	\$3,662.25	\$480	\$504	\$ -	\$ -	\$ -	\$30	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306B	Omotion 306 Envelopener	\$21,150.00	5%	\$20,092.50	\$2,748	\$3,132	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306BATCHER	Batcher Option for 306 (Factory or Field Installed)	\$1,670.00	5%	\$1,586.50	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306SIUSORT BIN	Omotion 306S Envelopener with Sorter, High Speed InkJet Printer and Sort Bin	\$30,050.00	5%	\$28,547.50	\$3,912	\$4,044	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306SIUSORT BNBAT	Omotion 306S Envelopener with Sorter, High Speed InkJet Printer, Sort Bin and Batcher	\$32,095.00	5%	\$30,490.25	\$4,176	\$4,320	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306SIUSTCONV	Omotion 306S Envelopener with Sorter, High Speed InkJet Printer and Conveyor	\$32,835.00	5%	\$31,193.25	\$4,272	\$4,428	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Letter Openers	Document Handling Solutions	IM-306SIJSTCONVBAT	Omaton 306S Envelopener with Sorter, High Speed Inkjet Printer, Conveyor and Batcher	\$34,215.00	5%	\$32,504.25	\$4,452	\$4,608	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306SSORTBIN	Omaton 306S Envelopener with Sorter and Sort Bin	\$25,840.00	5%	\$24,548.00	\$3,360	\$3,480	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Letter Openers	Document Handling Solutions	IM-306SSORTCONV	Omaton 306S Envelopener with Sorter and Conveyor	\$27,850.00	5%	\$26,457.50	\$3,624	\$3,756	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	IN3INK	Ink Cartridge for IN Series 360 base	\$204.00	5%	\$193.80	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Furniture	IS56WP10STD	IS-5000/6000 Stand for the 10lb Weigh Platform	\$275.00	5%	\$261.25	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	ISDW10	IS 4/5/6 Series 10lb. Differential Weighing	\$335.00	35%	\$217.75	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	ISDW30	IS 4/5/6 Series 30lb. Differential Weighing	\$610.00	35%	\$396.50	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	ISDW70	IS 4/5/6 Series 70lb. Differential Weighing	\$1,150.00	35%	\$747.50	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	ISINK2	IS-280 Series Ink Cartridge	\$141.00	5%	\$133.95	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, High Volume	Furniture	POLE24-N	24 inch pole to mount arm on	\$205.00	5%	\$194.75	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	TLPS15-30-N	Scale 30lb Platform Mail-Ship Scale, No Display	\$900.00	35%	\$585.00	\$120	\$120	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	TLPS3L-70-N	Scale 70lb Mail-Ship Scale, No Display	\$1,630.00	35%	\$1,059.50	\$180	\$216	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	TLPS6LSSD-149-N	Scale 149lb Platform Scale w/Display	\$1,865.00	35%	\$1,212.25	\$240	\$264	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Integrated Postal Scales	Scales	TLRLTOP149 -N	Roller Ball Platter option for 149lb PS6L Scale	\$715.00	35%	\$464.75	\$72	\$96	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	TLRMDISPLA Y-N	30lb & 70lb Scale Display Kit	\$300.00	35%	\$195.00	\$36	\$36	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Integrated Postal Scales	Scales	TLSSP70-N	Stainless Steel Platter option for PS3L 70lb Scale	\$240.00	35%	\$156.00	\$24	\$24	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	Web Tracking Solutions	WTSTC51	WTS Zebra TC52 Scanner with Camera. Scanner has Ethernet and Wi-Fi capability. This product requires a power supply and a mobile software subscription. Three options are available for power. Option #1 power supply (WTSTC-WALLCHAR) Option #2 single cra	\$2,225.00	5%	\$2,113.75	\$ -	\$ -	\$264	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	Web Tracking Solutions	WTSTC51KIT	WTS Zebra TC52 Scanner Bundle Includes WTS Zebra TC52 Scanner with camera, power supply, styluses, charging cable, and protective boot. Package REQUIRES WTS Mobile Software Subscription (WTSMBL-N). Mobile Software Subscription SOLD SEPARATELY.	\$2,475.00	5%	\$2,351.25	\$ -	\$ -	\$300	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Software, License & Subscription	Web Tracking Solutions	WTSTC56	WTS Zebra TC57 Scanner with Camera. Scanner has Ethernet, Wi-Fi, and cellular (CDMA and GSM) capabilities. This product requires a power supply and a mobile software subscription. Three options are available for power. Option #1 power supply (WTSTC-WALLCHA	\$2,570.00	5%	\$2,441.50	\$ -	\$ -	\$312	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	Web Tracking Solutions	WTSTC56KIT	WTS Zebra TC57 Cellular Scanner Bundle Includes WTS Zebra TC57 Cellular Scanner with camera, power supply, stylus, charging cable, and protective boot. Package REQUIRES WTS Mobile Software Subscription (WTSMBL-N). Mobile Software Subscription SOLD SEPARA	\$2,785.00	5%	\$2,645.75	\$ -	\$ -	\$336	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, High Volume	Furniture	MSPL004805	Mobile Rolling Weigh Station for the IS-5500	\$1,220.00	5%	\$1,159.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	IS5000-6000KIT	Supply Kit contains Ink Cartridge, 16oz Sure Seal Bottle & 1000 Pack Meter Tapes Double Labels	\$520.00	5%	\$494.00	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Removed Product

Awarded Categories	Product Line	Part #	Description	List Pricing	Discount Level	NASPO Price	Point of Sale Maintenance - Silver	Point of Sale Maintenance - Gold	Depot Repair- NOT free for first year	Support (L1) Direct with End User-1st YR Not Free	Support (L2) On-Site Administrator Recommended - 1st YR Not Free	Annual SW Care	Monthly Software Subscription	Discount Level	NASPO Monthly Subscription Price	Annual Software Subscription	Discount Level	NASPO Annual Subscription Price
Mailing Systems, Med Volume	Supplies	7465288-03	Roll of approximately 475 4 x 6 shipping labels for use with Zebra Gx420d/GK420 d Thermal Label Printer	\$36.00	5%	\$34.20	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	7465289-01	Thermal Labels 2,130 labels/roll Label size 4-1/4" x 2-1/2" for EMS	\$91.00	5%	\$86.45	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	7465289-03	Thermal Labels 910 labels/roll Label size 4-1/4" x 6" for EMS	\$103.00	5%	\$97.85	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mailing Systems, Med Volume	Supplies	7465289-06	Thermal Labels - IR 780 labels/roll, Label size 4-1/4" x 7" for EMS	\$72.00	5%	\$68.40	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	Connect Suite e-Certify	CS-AUTO	ConnectSuite Automate	\$2,250.00	5%	\$2,137.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$444	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT	e-Certify Configuration Fee	\$1,685.00	5%	\$1,600.75	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT1.2M	e-Certify Subscription - Level 15 (up to 1,200,000 e-Certs per year)	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$135,960	5%	\$129,162
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT128K	e-Certify Subscription - Level 11 (up to 128,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$24,420	5%	\$23,199
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT12K	e-Certify Subscription - Level 6 (up to 12,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$3,552	5%	\$3,374
Software, License & Subscription	Connect Suite e-Certify	CS-ECERT16K	e-Certify Subscription - Level 7 (up to 16,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$4,200	5%	\$3,990

Removed Product

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Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT1K	e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$480	5%	\$456
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT256K	e-Certify Subscription - Level 12 (up to 256,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$45,696	5%	\$43,411
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT2K	e-Certify Subscription - Level 3 (up to 2,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$900	5%	\$855
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT32K	e-Certify Subscription - Level 8 (up to 32,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$7,644	5%	\$7,262
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT384K	e-Certify Subscription - Level 13 (up to 384,000 e-Certs per year)	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$59,268	5%	\$56,305
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT4K	e-Certify Subscription - Level 4 (up to 4,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$1,308	5%	\$1,243
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT500	e-Certify Subscription - Level 1 (up to 500 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$264	5%	\$251

Removed Product

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Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT512K	e-Certify Subscription - Level 14 (up to 512,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$67,740	5%	\$64,353
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT64K	e-Certify Subscription - Level 9 (up to 64,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$14,376	5%	\$13,657
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT8K	e-Certify Subscription - Level 5 (up to 8,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$2,484	5%	\$2,360
Software, License & Subscription	ConnectSuite e-Certify	CS-ECERT96K	e-Certify Subscription - Level 10 (up to 96,000 e-Certs per year).	n/a	n/a	n/a	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	n/a	n/a	n/a	\$20,700	5%	\$19,665