

Overview for Contract 7490-04

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

► This contract covers Mailroom Equipment and Supplies. This contract also covers both the outright purchase and capital lease with purchase option of equipment.

CONTRACT INFO

Contract Number & Title	4600009981, 4600009984, 4600010060
Number of Suppliers	Three (3) Suppliers
Validity Period	04/24/06 - 11/10/06 (with an option for three (3) one-year renewals)
DGS Point of Contact	Jennifer Carr
Contact Phone #	717-346-7097
Email	jecarr@state.pa.us

PRICING HIGHLIGHTS

►

PROCESS TO PURCHASE

► All agencies will place their purchase orders through SAP.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

To: All State Agencies

Subject: Mail Meter Upgrades

It has come to DGS's attention that many agencies are in the process of upgrading their Mailing Meters to comply with the Phase III U.S. Postal Service Requirements in effect December 31st, 2006.

In many instances the CWOPA Staff are not reviewing their volume needs, resulting in the purchase of meters that are larger than needed or undersized.

PLEASE CONTACT DGS-BOP (KAREN RHINEHART) at 717-346-8177 should you require any guidance with volume bands in sizing your meter upgrades.

Sincerely
Nick Kaczmarek
Chief Procurement Officer
DGS-BOP

Execution Date: _____

FID Number: 06098198
SAP Vendor Number: _____
Legacy Contract Number: 7490-03

**PARTICIPATING ADDENDUM:
WESTERN STATES CONTRACTING ALLIANCE
MAILING EQUIPMENT AND MAINTENANCE, NO. EPS050076-A2-1**

This Participating Addendum (“Addendum”) is entered into pursuant to the Mailing Equipment and Maintenance Contract No. **EPS050076-A2-1** contract (“Master Contract”) between **Hasler Inc.** (“the Contractor”) and the **State of Arizona** (“Arizona”) on behalf of the **Western States Contracting Alliance** (“WSCA”). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”), acting through the **Department of General Services** (“DGS”).

WHEREAS, Arizona, on behalf of WSCA, entered into the Master Contract with the Contractor, pursuant to which the Contractor provides mailing equipment and maintenance as described in the Master Contract; and

WHEREAS, the Commonwealth desires to participate in the Master Contract as an additional contracting party to procure mailing equipment and maintenance services from the Contractor under the Master Contract; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. DEFINITIONS

- (a) **Commonwealth agency.** The term, as defined in 62 Pa. C. S. § 103, means an “executive agency, an independent agency or a State-affiliated agency.”
- (b) **Commonwealth Procurement Code:** Title 62 Pa. C. S. §§ 101—2311.
- (c) **Contracting officer.** The term, as defined in 62 Pa. C. S. § 103, means a “person authorized to enter into and administer contracts and make written determinations with respect to contracts.”
- (d) **Days.** Unless specifically indicated otherwise, days mean Commonwealth business days.
- (e) **Effective date.** The date of the final required Commonwealth approval.

- (f) **Local public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means:

[a] political subdivision, public authority, tax exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

- (g) **Master Contract.** Contract No. **EPS050076-A2-1** entered into by Arizona and the Contractor, and all other documents attached to, linked to or incorporated by reference in that Contract as found on the www.spirit.az.gov/ website.

- (h) **Public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

- (i) **State-affiliated entity.** The term, as defined in 62 Pa. C. S. § 103, means:

A Commonwealth authority or a Commonwealth entity. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education. The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, political subdivision or any local, regional or metropolitan transportation authority.

2. **CONTRACT INTEGRATION.**

- (a) **Master Contract.** DGS and the Contractor agree to be bound by the terms and conditions as stated in the Master Contract, which is made a part of this Addendum and incorporated by reference.
- (b) **Additional requirements.** DGS and the Contractor agree to be bound to the additional requirements stated in this Addendum.

3. ORDER OF PRECEDENCE.

To the extent that there is a conflict between the Master Contract and this Addendum, the order of precedence shall be this Addendum and then the Master Contract.

4. TERM OF ADDENDUM.

- (a) **Commencement of performance.** The Addendum Period is from the Effective Date through **November 8, 2006**. The Contractor shall not start performance until all of the following have occurred:
 - (i) The Effective Date has arrived;
 - (ii) The Contractor has received a copy of the fully-executed Addendum; and
 - (iii) The Contractor has received a written Notice to Proceed or a fully executed purchase order.
- (b) **No liability for services or supplies provided.** The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the issuance of a fully-executed purchase order.
- (c) **No verbal authorization.** No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Addendum before the Effective Date.
- (d) **Renewal.** DGS shall have the option of renewing this Addendum for successive one-year terms, provided that the State of Arizona first extends the Master Contract for a like time period. Any renewal shall be at the firm, fixed prices set forth in the Master Contract, except as provided for otherwise in this Addendum. This Addendum shall renew automatically unless, no later than **30 days** before the effective date of a renewal under the Master Contract, DGS notifies the Contractor of its intent not to renew this Addendum.

5. ADDENDUM PARTICIPANTS.

This Addendum may be used by all Commonwealth agencies, local public procurement units and state affiliated entities as those terms are defined in **Section 1, DEFINITIONS**, of this Addendum.

6. **COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) PROGRAM.**

Section 1902 of the Commonwealth Procurement Code, 62 Pa. C. S. § 1902 (“Section 1902”), permits local public procurement units and state-affiliated entities to participate in cooperative purchasing agreements for the procurement of supplies, services or construction. Specifically, local public procurement units and state-affiliated entities may procure from cooperative purchasing agreements entered into by DGS that are made available to local public procurement units and state-affiliated entities.

(a) **COSTARS Requirements and Procedures.**

- (i) **Use of Addendum by COSTARS participants.** Any local public procurement unit or state-affiliated entity electing to participate in the Addendum will order items directly from the Contractor and will be responsible for payment directly to the Contractor. All local public procurement units and state-affiliated entities are required to register with the DGS as COSTARS members for purposes of using this Addendum.
- (ii) **Standing of COSTARS participants.** Those COSTARS members issuing orders under the Addendum are intended beneficiaries under the Addendum. They are real parties in interest, with the right to sue and be sued without joining the Commonwealth of Pennsylvania, DGS, as a party to the action.
- (iii) **Required Participation.** The Contractor is required to participate in the Commonwealth’s COSTARS Program and to sell the awarded items to at the same prices and/or discounts, and in accordance with the Addendum’s terms and conditions, to registered COSTARS members. A list of these registered entities is available on the DGS website at:

<http://www.dgsweb.state.pa.us/COSTARSReg/Supplier.aspx?costarsNav=>

- (iv) **Usage Reports on COSTARS.** The Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format, no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- (1) Item No. (If applicable)

- (2) Material Code (If applicable)
- (3) Description.
- (4) Quantity.
- (5) Unit Price.
- (6) Total Price.
- (7) Local public procurement unit.

- (b) **Questions.** Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to the COSTARS Systems Coordinator at (717) 787-1105 or 1 (866) 768-7827.

7. PURCHASE ORDERS.

- (a) **General.** Commonwealth agencies may issue purchase orders against this Addendum directly with the Contractor. These purchase orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and performed in accordance with the Addendum and the purchase order. Each purchase order is deemed to incorporate the terms and conditions set forth in the Addendum.
- (b) **Ink signature not necessary.** Purchase orders may not include an "ink" signature by the Commonwealth. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) **Manner of issuance.** Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of a purchase order. Purchase orders received by the Contractor after 4:00 p.m. are considered received the following business day.
- (d) **Specific terms.** DGS and the Contractor specifically agree as follows:
- (i) No handwritten signature is required for a legally enforceable purchase order.

- (ii) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any purchase order issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the purchase order has properly received an acknowledgment. An acknowledgement is not required for purchase orders placed by local public procurement units or state-affiliated entities unless specifically requested.
- (iii) The parties agree that no writing is required in order to make a purchase order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgment issued electronically under the provision of a statute of frauds or any other applicable law relating to whether certain agreements are in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgment issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, is admissible as between the parties to the same extent and under the, same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgment under either the business records exception to the hearsay rule or the best evidence rule on the basis that the purchase order or acknowledgment were not in writing or signed by the parties. A purchase order or acknowledgment is deemed genuine for all purposes if it is transmitted to the location designated for such documents.
- (iv) Each party will immediately, take steps to verify any document that is obviously garbled in transmission or improperly formatted to include re-transmission of any such document.

8. INVOICES.

- (a) **Minimum invoice requirements.** Unless the Commonwealth has authorized the Contractor for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the purchase order. The Contractor shall include in all of its invoices the following minimum information:

- (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery address, including name of Commonwealth agency;
 - (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) **Rejection of invoice.** If an invoice does not contain the minimum information set forth in this **Section 8, INVOICES**, the Commonwealth will reject the invoice as improper. If the Commonwealth rejects an invoice as improper, the time for processing a payment under **Section 9, PAYMENT**, will be suspended until the Commonwealth receives a corrected invoice. The Contractor shall not receive payment until the Contractor has submitted a corrected invoice, which the Commonwealth has received and processed.

9. PAYMENT.

- (a) **Payment date.** The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (i) The date on which payment is due under the terms of the Addendum;
 - (ii) **Thirty days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Addendum (a “proper” invoice is not received until DGS accepts the supply or service as satisfactorily performed); or

(iii) The payment date specified on the invoice if later than the dates established by **paragraphs a(i) and a(ii) of this Section 9, PAYMENT.**

(b) **Delayed payment.** Payment may be delayed if the payment amount on an invoice is not based upon the prices as stated in the Addendum. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 (72 P. S. § 1507) and regulations promulgated pursuant thereto (4 Pa. Code § 2.31—2.40). Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. DGS reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if the past payment testing or inspection discloses a defect or a failure to meet specifications.

10. **CONTRACT MANAGEMENT.**

(a) **General.** The Contractor shall assign one or more individuals as contact person(s), contact supervisor(s) and customer service representative(s) for the Addendum.

(b) **Contact person and contact supervisor.** The contact person is responsible for the coordination of all activities between all authorized users and the Contractor. The contact person, or the office represented, is responsible for coordinating orders and answering billing questions. The contact person is the central point of contact for the Contractor. If DGS, a local public procurement unit or state-affiliated entity becomes dissatisfied with the performance of the contact person, DGS, the local public procurement unit or state-affiliated entity will contact the contact supervisor. Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change its contact person or contact supervisor, the qualifications of replacement personnel must be at least equal to the replaced personnel.

(c) **Customer service representative.** The Contractor shall assign one or more individuals as customer service representative(s) for the duration of the Addendum. These individuals are responsible for providing services under the Addendum that include, but are not limited to: operational and billing problem resolution; product and technical information; and training. The Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change customer service

representative, the qualifications of replacement personnel must be at least equal to the replaced personnel.

- (d) **Notification of assigned individuals.** The Contractor will provide to DGS within **10 days** of execution of this Addendum the names, mailing addresses, e-mail addresses and telephone numbers of the contact person(s), contact supervisor and customer service representative(s).

11. **ADDENDUM SCOPE.**

Addendum pricing shall be firm, and is based on the prices set forth in the Master Contract.

12. **INSTALLMENT PURCHASES.**

- (a) **Written approval for installment purchases.** Commonwealth agencies, upon written approval from DGS, may utilize the lease to own purchase option of the Master Contract. The only rental option available to Commonwealth agencies is the rental of postage meters as set forth in the Master Contract at Attachment A, *Hasler, Inc. State of Arizona/WSCA Discounted Meter Rental*.
- (b) **Lease factors.** The lease rate factors, as of August 1, 2005, of the Master Contract are located in Attachment J, *Hasler Financial Services*, and, as indicated in the Government Lease Rates section of Attachment K, *Hasler Financial Terms and Conditions LTOP Mailing Equipment*, Hasler Financial Services reserves the right to increase/decrease these factors twice during each **12-month** period.
- (c) **Revisions to terms and conditions.** The Master Contract, at Attachment K, *Hasler Financial Terms and Conditions LTOP Mailing Equipment*, is revised as follows:
 - (i) **PAYMENTS:** The following sentence is deleted as it is addressed in this Addendum at **subsection (b) of Section 9 PAYMENT:**

Any payment not made within forty (40) days after the invoice may be assessed a minimum late charge of 5% of the invoice amount or the maximum amount allowed by law, whichever is less.
 - (ii) **OWNERSHIP AND RISK OF LOSS:** The phrase “, and shall maintain adequate insurance naming Us as loss payee” is deleted from the penultimate sentence of the first paragraph since the Commonwealth is self insured.

- (iii) **DAMAGES OCCURRING:** The phrase “, including reasonable attorneys’ fees” is deleted from the final sentence.
- (iv) **DEFAULT:** The last sentence is revised to read as follows:

The parties further agree that if You are in breach of any estimate of Our damages, and We are entitled to receive without further notice and as liquidated damages and not as penalty: (i) the entire amount of all outstanding and remaining lease payments; (ii) possession of any and all items of Equipment; and (iii) reasonable expenses, excluding attorneys’ fees, incurred in the enforcement of this Agreement.

13. IDENTIFICATION NUMBER.

The Contractor must have a SAP vendor number. To obtain a SAP vendor number, the Contractor must register at www.vendorregistration.state.pa.us. Questions about completing the Vendor Registration Form should be directed to the Central Vendor Management Unit by phone at (717) 214-2868 or toll free at 1 (866) 775-2868 or by e-mail to ra-co-bfm-cvmu@state.pa.us.

14. NOTICE OF DELAY

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Addendum (including actual or potential labor disputes), the Contractor, in writing, shall immediately notify DGS, stating all relevant information with respect to the difficulty. This notice shall not constitute a basis for a delivery schedule extension; nor shall this notice be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Addendum. The Contractor’s failure to provide notice under this **Section 14, NOTICE OF DELAY**, however, may be grounds for denial of any request for a delivery schedule extension because of the delay.

15. BACKGROUND CHECKS.

- (a) **General.** The Contractor shall arrange for an annual criminal background check for each of its employees, as well as each employee of any of the contractor’s subcontractors, who have access to Commonwealth facilities. The Contractor shall conduct background checks in accordance with Form SP-4-164, *Request for Criminal Background Check* and this **Section 15, BACKGROUND CHECKS**. Form SP-4-164 can also be located on the Internet at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. Alternatively, the Contractor may request a criminal background check electronically through the Pennsylvania State Police’s *Pennsylvania*

Access to Criminal History (“PATCH”) System, located at www.psp.state.pa.us/patch.

- (b) **New or reassigned employees.** The Contractor shall also conduct criminal background checks for new or reassigned employees (of either the Contractor or the Contractor’s subcontractor(s)) immediately prior to providing that new employee access to the Commonwealth’s facilities.
- (c) **Completed criminal background checks.** The Contractor, upon receiving a notice to proceed from the Commonwealth, shall request the necessary criminal background checks and provide written confirmation that the criminal background checks have been completed by sending a copy of the *Request for Criminal Record Check*, Form SP-4-164 (or its electronically generated equivalent), either by FAX or by mail to the Contracting Officer.
- (d) **Criminal record information.** If, at any time, it is discovered that a Contractor’s employee, or an employee of the Contractor’s subcontractor(s), has a criminal record that includes any of the following information, the Contractor shall comply with **subsection (e) of this Section 15, BACKGROUND CHECKS:**
 - (i) A felony or misdemeanor involving terroristic behavior;
 - (ii) Violence;
 - (iii) Use of a lethal weapon;
 - (iv) Breach of trust or fiduciary responsibility;
 - (v) Information which raises concerns about building security, system security or personal security; or
 - (vi) Information that is otherwise job-related.
- (e) **Response to criminal record information.** If an employee has a criminal record that includes any of the information set forth in **subsection (d) of this Section 15, BACKGROUND CHECKS**, the Contractor or its subcontractor(s) shall:
 - (i) Not assign that employee to any Commonwealth facility;
 - (ii) Remove any access privileges already given to that employee; and

- (iii) Not permit that employee remote access to any Commonwealth facility unless the Commonwealth consents to the access, in writing, prior to the access.
- (f) **Consent; result of noncompliance.** The Commonwealth may withhold its consent in its complete discretion. Failure of the Contractor to comply with the terms of this **Section 15, BACKGROUND CHECKS**, may result in default by the Contractor under Addendum.
- (g) **Commonwealth-conducted background checks.** The Commonwealth specifically reserves the right to conduct background checks over and above that described in this **Section 15, BACKGROUND CHECKS**.

16. CONTRACTING OFFICER.

The Contracting Officer for this Addendum is:

Karen Rhinehart
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Fl.
Harrisburg, PA 17101-1914
(717) 346-8177—(tel)
(717) 783-6241—(fax)
krhinehart@state.pa.us

17. CONTROVERSIES.

- (a) **Request for determination.** If a controversy or claim arises from this Addendum, the Contractor, within six months after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) **Final determination.** The Contracting Officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send a written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the Commonwealth.

- (c) **Statement of claim.** The Contractor may file a statement of claim with the Commonwealth Board of Claims, within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if no extension is agreed to by the parties, whichever occurs first. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Addendum in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of this Addendum.

18. INSURANCE.

- (a) **General.** The Contractor, at its expense, shall procure and maintain, or require its subcontractors to procure and maintain, as appropriate, the following types of insurance issued by companies acceptable to the Commonwealth and authorized to conduct that business under the laws of the Commonwealth:
 - (i) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act of 1915* and its supplements or amendments.
 - (ii) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether the operation be by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The insurance limits shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. These policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
- (b) **Evidence of insurance.** Prior to commencing work under the Addendum, and before any employee of the Contractor or its subcontractors attempts to access Commonwealth facilities, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under

the policies will not be canceled or changed in a manner to cause the coverage to fail to comply with the requirements of this **Section 18, INSURANCE**, until at least **30 days** prior written notice has been given to the Commonwealth.

- (c) The Contractor agrees to maintain the insurance for the life of this Addendum.
- (d) The Contractor's self-insurance of the types and amounts of insurance set forth in **subparagraph (a) of this Section 18, INSURANCE**, shall satisfy the requirements of this **Section 18, INSURANCE**.

19. TAXES—FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and the Commonwealth will issue none: tires; trucks; gas-guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Pennsylvania Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this **Section 19, TAXES-FEDERAL, STATE, AND LOCAL**, is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

20. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Addendum, provided the Commonwealth gives the Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under such terms as it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of the Contractor made in the defense of such suits.

- (b) Notwithstanding subsection (a) of this Section 20, **COMMONWEALTH HELD HARMLESS**, neither party shall enter into any settlement without the other party's written consent, which shall not be withheld unreasonably. The Commonwealth, in its sole discretion, may allow the Contractor to control the defense and any related settlement negotiations.

21. CHANGE OF OWNERSHIP OR INSOLVENCY.

Except as otherwise provided in this Addendum, if the Contractor changes ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for the full remaining term of this Addendum, or continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for a period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Addendum.

22. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Addendum shall participate in any decision relating to this Addendum which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Addendum or the proceeds thereof.

23. INDEPENDENT CAPACITY OF CONTRACTOR.

The parties to this Addendum agree that the Services performed by the Contractor under the terms of this Addendum are performed as an independent contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth nor as a partnership or joint venture between the Commonwealth and the Contractor.

Except as otherwise provided by the terms of this Addendum, the Commonwealth shall have no control over the manner in which the Contractor or any subcontractor performs the contractual Services. Any job specifications or standards of work attached to or incorporated into this Addendum or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of Services provided by the Contractor.

24. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) The Contractor, for itself and all its subcontractors, certifies that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies that, as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

25. OFFSET PROVISION.

The Contractor agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the Contractor or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the Contractor under this or any other contract with the Commonwealth.

26. *THE AMERICANS WITH DISABILITIES ACT.*

During the term of this Contract, the Contractor agrees as follows:

- (i) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Addendum. As a condition of accepting and executing this Addendum, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside Contractors.
- (ii) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (i) above.

27. *SINGLE AUDIT ACT OF 1984.*

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Addendum is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and

specified in Government Auditing Standards, 1994 Revisions (Yellow Book).

- (b) The audit requirement of this Addendum will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

28. ENVIRONMENTAL PROTECTION.

In carrying out this Addendum, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. ___), as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

29. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE.

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

- (c) Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

30. CONTRACTOR INTEGRITY PROVISIONS.

- (a) Definitions.
 - (i) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to Contract with the Commonwealth.
 - (ii) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the

Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

- (iii) Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
 - (iv) Financial Interest means:
 - (1) Ownership of more than a 5% interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - (v) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (b) The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - (c) The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
 - (d) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - (e) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this Contract. The Contractor shall retain such information for a period of **three (3) years** beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

31. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Addendum, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims the Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Addendum.

32. RECYCLED MATERIALS.

Except as specifically waived by DGS in writing, any products which are provided to the Commonwealth as a part of the performance of the Addendum must meet the minimum percentage levels for total recycled content as specified in Exhibit A.

33. APPLICABLE LAW.

This Addendum shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

34. NOTICE.

Any and all notices, designations, consents, offers, acceptances or any other communication provided for in this Addendum shall be given in writing by either registered or certified mail, return receipt requested; receipted hand delivery; or by Federal Express, courier or other similar and reliable carrier and which shall be addressed to each party as set forth in this **Section 34, NOTICE**:


- If to DGS: Chief Procurement Officer, Bureau of Procurement, Department of General Services, 555 Walnut Street, Sixth Floor, Harrisburg, PA 17101-1914; or
- If to the Contractor: Hasler Inc., 19 Forest Parkway, Shelton, CT 06484-1628.

35. COMMONWEALTH APPROVALS.

Once the Contractor signs this Addendum, the Contracting Officer will enter this document into the Commonwealth's SAP system to obtain the required Commonwealth approvals.

IN WITNESS WHEREOF, the parties have signed this Addendum.

Hasler, Inc.

By:  _____

Print Name: Robert Rotigliano

Title: VP Sales

**EXHIBIT A
PAPER PRODUCTS
RECYCLED CONTENT**

REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Post-Consumer Content Notes	(%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
Cotton fiber	Excludes custom envelopes High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10

Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		
Paperboard and Packaging Products		
Corrugated containers	Used for packaging and shipping a variety of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

REPRINT Page 1 / 2
Contract Number: 4600009981
Creation Date: 04/05/2006

Purchasing Agent:
 Name: Karen Rhinehart
 Phone: 717-346-8177
 Fax: 717 346-3820
 E-mail: KRHINEHART@state.pa.us
 Valid from/to: 04/18/2006 - 11/08/2006

Your vendor number with us: 101023

Vendor Name/Address:
 HASLER INC
 19 FOREST PKWY
 SHELTON CT 06484-0903

Please Deliver To:

 *** TBD AT TIME OF PURCHASE ORDER ***

 *** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
 Collective No.:
 Our Quotation:

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	MAILING EQUIPMENT-OUTRIGHT PURCHASE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00020	MAILING EQUIPMENT LEASE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00030	MAILING EQUIPMENT MAINTENANCE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00040	MAILING EQUIPMENT METER RENTAL					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00050	MAILING EQUIPMENT ACCESSORIES					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00060	MAILING EQUIPMENT SUPPLIES					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



REPRINT

Page 2 / 2

Contract Number: 4600009981

Creation Date: 04/05/2006

Vendor Name:

HASLER INC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

Header text

REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV
CLICK ON CONTRACTS
CLICK ON OPEN CONTRACTS
INSERT EPS050076 IN SEARCH BOX
CONTACT:
GOVERNMENT SALES
PHONE: 203-926-1087
FAX: 203-925-2446
PLEASE SEE AUTHORIZED DEALER LIST FOR LOCAL CONTACTS
CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE

HASLER, INC AUTHORIZED DEALERS LIST

1. **PRIORITY SYSTEMS INC**
2700 TURNPIKE INDUSTRIAL PARK
MIDDLETOWN, PA 17057
Phone: 717-939-2700
Fax: 717-939-6180
Contact: Tim Roelke: troelke@prioritysystems.com
Andrew Orons: aorons@prioritysystems.com
Emerick Radic: eradic@prioritysystems.com
Brent Nygard: bnygard@prioritysystems.com
SAP Vendor Number: 127849
2. **ITS MAILING SYSTEMS, INC**
1020 EAST MAIN ST
NORRISTOWN, PA 19401
Phone: 610-278-0300
Fax: 610-272-9911
Contact: Mr. P. Gary Shank
Email: gshank@itsmailing.net
SAP Vendor #156818-003

Execution Date: _____

FID Number: 94-7388882
SAP Vendor Number: _____
Legacy Contract Number: 7490-03

**PARTICIPATING ADDENDUM:
WESTERN STATES CONTRACTING ALLIANCE
MAILING EQUIPMENT AND MAINTENANCE, NO. EPS050076-A2-3**

This Participating Addendum (“Addendum”) is entered into pursuant to the Mailing Equipment and Maintenance Contract No. **EPS050076-A2-3** contract (“Master Contract”) between **Neopost Inc.** (“the Contractor”) and the **State of Arizona** (“Arizona”) on behalf of the **Western States Contracting Alliance** (“WSCA”). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”), acting through the **Department of General Services** (“DGS”).

WHEREAS, Arizona, on behalf of WSCA, entered into the Master Contract with the Contractor, pursuant to which the Contractor provides mailing equipment and maintenance as described in the Master Contract; and

WHEREAS, the Commonwealth desires to participate in the Master Contract as an additional contracting party to procure mailing equipment and maintenance services from the Contractor under the Master Contract; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. DEFINITIONS

- (a) **Commonwealth agency.** The term, as defined in 62 Pa. C. S. § 103, means an “executive agency, an independent agency or a State-affiliated agency.”
- (b) **Commonwealth Procurement Code:** Title 62 Pa. C. S. §§ 101—2311.
- (c) **Contracting officer.** The term, as defined in 62 Pa. C. S. § 103, means a “person authorized to enter into and administer contracts and make written determinations with respect to contracts.”
- (d) **Days.** Unless specifically indicated otherwise, days mean Commonwealth business days.
- (e) **Effective date.** The date of the final required Commonwealth approval.

- (f) **Local public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means:

[a] political subdivision, public authority, tax exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

- (g) **Master Contract.** Contract No. **EPS050076-A2-3** entered into by Arizona and the Contractor, and all other documents attached to, linked to or incorporated by reference in that Contract as found on the www.spirit.az.gov/ website.
- (h) **Public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
- (i) **State-affiliated entity.** The term, as defined in 62 Pa. C. S. § 103, means:

A Commonwealth authority or a Commonwealth entity. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education. The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, political subdivision or any local, regional or metropolitan transportation authority.

2. **CONTRACT INTEGRATION.**

- (a) **Master Contract.** DGS and the Contractor agree to be bound by the terms and conditions as stated in the Master Contract, which is made a part of this Addendum and incorporated by reference.
- (b) **Additional requirements.** DGS and the Contractor agree to be bound to the additional requirements stated in this Addendum.

3. ORDER OF PRECEDENCE.

To the extent that there is a conflict between the Master Contract and this Addendum, the order of precedence shall be this Addendum and then the Master Contract.

4. TERM OF ADDENDUM.

- (a) **Commencement of performance.** The Addendum Period is from the Effective Date through **November 8, 2006**. The Contractor shall not start performance until all of the following have occurred:
- (i) The Effective Date has arrived;
 - (ii) The Contractor has received a copy of the fully-executed Addendum; and
 - (iii) The Contractor has received a written Notice to Proceed or a fully executed purchase order.
- (b) **No liability for services or supplies provided.** The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the issuance of a fully-executed purchase order.
- (c) **No verbal authorization.** No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Addendum before the Effective Date.
- (d) **Renewal.** DGS shall have the option of renewing this Addendum for successive one-year terms, provided that the State of Arizona first extends the Master Contract for a like time period. Any renewal shall be at the firm, fixed prices set forth in the Master Contract, except as provided for otherwise in this Addendum. This Addendum shall renew automatically unless, no later than **30 days** before the effective date of a renewal under the Master Contract, DGS notifies the Contractor of its intent not to renew this Addendum.

5. ADDENDUM PARTICIPANTS.

This Addendum may be used by all Commonwealth agencies, local public procurement units and state affiliated entities as those terms are defined in **Section 1, DEFINITIONS**, of this Addendum.

6. **COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) PROGRAM.**

Section 1902 of the Commonwealth Procurement Code, 62 Pa. C. S. § 1902 (“Section 1902”), permits local public procurement units and state-affiliated entities to participate in cooperative purchasing agreements for the procurement of supplies, services or construction. Specifically, local public procurement units and state-affiliated entities may procure from cooperative purchasing agreements entered into by DGS that are made available to local public procurement units and state-affiliated entities.

(a) **COSTARS Requirements and Procedures.**

- (i) **Use of Addendum by COSTARS participants.** Any local public procurement unit or state-affiliated entity electing to participate in the Addendum will order items directly from the Contractor and will be responsible for payment directly to the Contractor. All local public procurement units and state-affiliated entities are required to register with the DGS as COSTARS members for purposes of using this Addendum.
- (ii) **Standing of COSTARS participants.** Those COSTARS members issuing orders under the Addendum are intended beneficiaries under the Addendum. They are real parties in interest, with the right to sue and be sued without joining the Commonwealth of Pennsylvania, DGS, as a party to the action.
- (iii) **Required Participation.** The Contractor is required to participate in the Commonwealth’s COSTARS Program and to sell the awarded items to at the same prices and/or discounts, and in accordance with the Addendum’s terms and conditions, to registered COSTARS members. A list of these registered entities is available on the DGS website at:

<http://www.dgsweb.state.pa.us/COSTARSReg/Supplier.aspx?costarsNav=>

- (iv) **Usage Reports on COSTARS.** The Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format, no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- (1) Item No. (If applicable)

- (2) Material Code (If applicable)
 - (3) Description.
 - (4) Quantity.
 - (5) Unit Price.
 - (6) Total Price.
 - (7) Local public procurement unit.
- (b) **Questions.** Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to the COSTARS Systems Coordinator at (717) 787-1105 or 1 (866) 768-7827.

7. PURCHASE ORDERS.

- (a) **General.** Commonwealth agencies may issue purchase orders against this Addendum directly with the Contractor. These purchase orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and performed in accordance with the Addendum and the purchase order. Each purchase order is deemed to incorporate the terms and conditions set forth in the Addendum.
- (b) **Ink signature not necessary.** Purchase orders may not include an "ink" signature by the Commonwealth. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) **Manner of issuance.** Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of a purchase order. Purchase orders received by the Contractor after 4:00 p.m. are considered received the following business day.
- (d) **Specific terms.** DGS and the Contractor specifically agree as follows:
- (i) No handwritten signature is required for a legally enforceable purchase order.

- (ii) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any purchase order issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the purchase order has properly received an acknowledgement. An acknowledgement is not required for purchase orders placed by local public procurement units or state-affiliated entities unless specifically requested.
- (iii) The parties agree that no writing is required in order to make a purchase order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically under the provision of a statute of frauds or any other applicable law relating to whether certain agreements are in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, is admissible as between the parties to the same extent and under the, same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgement under either the business records exception to the hearsay rule or the best evidence rule on the basis that the purchase order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgement is deemed genuine for all purposes if it is transmitted to the location designated for such documents.
- (iv) Each party will immediately, take steps to verify any document that is obviously garbled in transmission or improperly formatted to include re-transmission of any such document.

8. INVOICES.

- (a) **Minimum invoice requirements.** Unless the Commonwealth has authorized the Contractor for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the purchase order. The Contractor shall include in all of its invoices the following minimum information:

- (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery address, including name of Commonwealth agency;
 - (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) **Rejection of invoice.** If an invoice does not contain the minimum information set forth in this **Section 8, INVOICES**, the Commonwealth will reject the invoice as improper. If the Commonwealth rejects an invoice as improper, the time for processing a payment under **Section 9, PAYMENT**, will be suspended until the Commonwealth receives a corrected invoice. The Contractor shall not receive payment until the Contractor has submitted a corrected invoice, which the Commonwealth has received and processed.

9. PAYMENT.

- (a) **Payment date.** The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) The date on which payment is due under the terms of the Addendum;
 - (ii) **Thirty days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Addendum (a “proper” invoice is not received until DGS accepts the supply or service as satisfactorily performed); or

(iii) The payment date specified on the invoice if later than the dates established by **paragraphs a(i) and a(ii) of this Section 9, PAYMENT.**

(b) **Delayed payment.** Payment may be delayed if the payment amount on an invoice is not based upon the prices as stated in the Addendum. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 (72 P. S. § 1507) and regulations promulgated pursuant thereto (4 Pa. Code § 2.31—2.40). Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. DGS reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if the past payment testing or inspection discloses a defect or a failure to meet specifications.

10. CONTRACT MANAGEMENT.

(a) **General.** The Contractor shall assign one or more individuals as contact person(s), contact supervisor(s) and customer service representative(s) for the Addendum.

(b) **Contact person and contact supervisor.** The contact person is responsible for the coordination of all activities between all authorized users and the Contractor. The contact person, or the office represented, is responsible for coordinating orders and answering billing questions. The contact person is the central point of contact for the Contractor. If DGS, a local public procurement unit or state-affiliated entity becomes dissatisfied with the performance of the contact person, DGS, the local public procurement unit or state-affiliated entity will contact the contact supervisor. Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change its contact person or contact supervisor, the qualifications of replacement personnel must be at least equal to the replaced personnel.

(c) **Customer service representative.** The Contractor shall assign one or more individuals as customer service representative(s) for the duration of the Addendum. These individuals are responsible for providing services under the Addendum that include, but are not limited to: operational and billing problem resolution; product and technical information; and training. The Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change customer service

representative, the qualifications of replacement personnel must be at least equal to the replaced personnel.

- (d) **Notification of assigned individuals.** The Contractor will provide to DGS within **10 days** of execution of this Addendum the names, mailing addresses, e-mail addresses and telephone numbers of the contact person(s), contact supervisor and customer service representative(s).

11. ADDENDUM SCOPE.

Addendum pricing shall be firm, and is based on the prices set forth in the Master Contract.

12. INSTALLMENT PURCHASES.

- (a) **Written approval for installment purchases.** Commonwealth agencies, upon written approval from DGS, may utilize the lease to own purchase option of the Master Contract. The only rental option available to Commonwealth agencies is the rental of postage meters as set forth in the Master Contract at Attachment F, *Neopost, Inc. State of Arizona/WSCA Discounted Meter Rental*.

- (b) **Lease factors.** The lease rate factors, as of August 1, 2005, of the Master Contract are located in Attachment L, *Neopost Leasing*, and, as indicated in the Government Lease Rates section of Attachment K, *Neopost Terms and Conditions LTOP Mailing Equipment*, Neopost Leasing reserves the right to increase/decrease these factors twice during each **12-month** period.

- (c) **Revisions to terms and conditions.** The Master Contract, at Attachment K, *Neopost Terms and Conditions LTOP Mailing Equipment*, is revised as follows:

- (i) **PAYMENTS:** The following sentence is deleted as it is addressed in this Addendum at **subsection (b) of Section 9 PAYMENT:**

Any payment not made within forty (40) days after the invoice may be assessed a minimum late charge of 5% of the invoice amount or the maximum amount allowed by law, whichever is less.

- (ii) **OWNERSHIP AND RISK OF LOSS:** The phrase “, and shall maintain adequate insurance naming Us as loss payee” is deleted from the penultimate sentence of the first paragraph since the Commonwealth is self insured.

- (iii) **DAMAGES OCCURRING:** The phrase “, including reasonable attorneys’ fees” is deleted from the final sentence.
- (iv) **DEFAULT:** The last sentence is revised to read as follows:

The parties further agree that if You are in breach of any estimate of Our damages, and We are entitled to receive without further notice and as liquidated damages and not as penalty: (i) the entire amount of all outstanding and remaining lease payments; (ii) possession of any and all items of Equipment; and (iii) reasonable expenses, excluding attorneys’ fees, incurred in the enforcement of this Agreement.

13. IDENTIFICATION NUMBER.

The Contractor must have a SAP vendor number. To obtain a SAP vendor number, the Contractor must register at www.vendorregistration.state.pa.us. Questions about completing the Vendor Registration Form should be directed to the Central Vendor Management Unit by phone at (717) 214-2868 or toll free at 1 (866) 775-2868 or by e-mail to ra-co-bfm-cvmu@state.pa.us.

14. NOTICE OF DELAY

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Addendum (including actual or potential labor disputes), the Contractor, in writing, shall immediately notify DGS, stating all relevant information with respect to the difficulty. This notice shall not constitute a basis for a delivery schedule extension; nor shall this notice be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Addendum. The Contractor’s failure to provide notice under this **Section 14, NOTICE OF DELAY**, however, may be grounds for denial of any request for a delivery schedule extension because of the delay.

15. BACKGROUND CHECKS.

- (a) **General.** The Contractor shall arrange for an annual criminal background check for each of its employees, as well as each employee of any of the contractor’s subcontractors, who have access to Commonwealth facilities. The Contractor shall conduct background checks in accordance with Form SP-4-164, *Request for Criminal Background Check* and this **Section 15, BACKGROUND CHECKS**. Form SP-4-164 can also be located on the Internet at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. Alternatively, the Contractor may request a criminal background check electronically through the Pennsylvania State Police’s *Pennsylvania*

Access to Criminal History (“PATCH”) System, located at www.psp.state.pa.us/patch.

- (b) **New or reassigned employees.** The Contractor shall also conduct criminal background checks for new or reassigned employees (of either the Contractor or the Contractor’s subcontractor(s)) immediately prior to providing that new employee access to the Commonwealth’s facilities.
- (c) **Completed criminal background checks.** The Contractor, upon receiving a notice to proceed from the Commonwealth, shall request the necessary criminal background checks and provide written confirmation that the criminal background checks have been completed by sending a copy of the *Request for Criminal Record Check*, Form SP-4-164 (or its electronically generated equivalent), either by FAX or by mail to the Contracting Officer.
- (d) **Criminal record information.** If, at any time, it is discovered that a Contractor’s employee, or an employee of the Contractor’s subcontractor(s), has a criminal record that includes any of the following information, the Contractor shall comply with **subsection (e) of this Section 15, BACKGROUND CHECKS:**
 - (i) A felony or misdemeanor involving terroristic behavior;
 - (ii) Violence;
 - (iii) Use of a lethal weapon;
 - (iv) Breach of trust or fiduciary responsibility;
 - (v) Information which raises concerns about building security, system security or personal security; or
 - (vi) Information that is otherwise job-related.
- (e) **Response to criminal record information.** If an employee has a criminal record that includes any of the information set forth in **subsection (d) of this Section 15, BACKGROUND CHECKS**, the Contractor or its subcontractor(s) shall:
 - (i) Not assign that employee to any Commonwealth facility;
 - (ii) Remove any access privileges already given to that employee; and

- (iii) Not permit that employee remote access to any Commonwealth facility unless the Commonwealth consents to the access, in writing, prior to the access.
- (f) **Consent; result of noncompliance.** The Commonwealth may withhold its consent in its complete discretion. Failure of the Contractor to comply with the terms of this **Section 15, BACKGROUND CHECKS**, may result in default by the Contractor under Addendum.
- (g) **Commonwealth-conducted background checks.** The Commonwealth specifically reserves the right to conduct background checks over and above that described in this **Section 15, BACKGROUND CHECKS**.

16. CONTRACTING OFFICER.

The Contracting Officer for this Addendum is:

Karen Rhinehart
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Fl.
Harrisburg, PA 17101-1914
(717) 346-8177—(tel)
(717) 783-6241—(fax)
krhinehart@state.pa.us

17. CONTROVERSIES.

- (a) **Request for determination.** If a controversy or claim arises from this Addendum, the Contractor, within six months after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) **Final determination.** The Contracting Officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send a written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the Commonwealth.

- (c) **Statement of claim.** The Contractor may file a statement of claim with the Commonwealth Board of Claims, within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if no extension is agreed to by the parties, whichever occurs first. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Addendum in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of this Addendum.

18. INSURANCE.

- (a) **General.** The Contractor, at its expense, shall procure and maintain, or require its subcontractors to procure and maintain, as appropriate, the following types of insurance issued by companies acceptable to the Commonwealth and authorized to conduct that business under the laws of the Commonwealth:
 - (i) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act of 1915* and its supplements or amendments.
 - (ii) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether the operation be by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The insurance limits shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. These policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
- (b) **Evidence of insurance.** Prior to commencing work under the Addendum, and before any employee of the Contractor or its subcontractors attempts to access Commonwealth facilities, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under

the policies will not be canceled or changed in a manner to cause the coverage to fail to comply with the requirements of this **Section 18, INSURANCE**, until at least **30 days** prior written notice has been given to the Commonwealth.

- (c) The Contractor agrees to maintain the insurance for the life of this Addendum.
- (d) The Contractor's self-insurance of the types and amounts of insurance set forth in **subparagraph (a) of this Section 18, INSURANCE**, shall satisfy the requirements of this **Section 18, INSURANCE**.

19. TAXES—FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and the Commonwealth will issue none: tires; trucks; gas-guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Pennsylvania Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this **Section 19, TAXES-FEDERAL, STATE, AND LOCAL**, is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

20. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Addendum, provided the Commonwealth gives the Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under such terms as it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of the Contractor made in the defense of such suits.

- (b) Notwithstanding subsection (a) of this Section 20, **COMMONWEALTH HELD HARMLESS**, neither party shall enter into any settlement without the other party's written consent, which shall not be withheld unreasonably. The Commonwealth, in its sole discretion, may allow the Contractor to control the defense and any related settlement negotiations.

21. CHANGE OF OWNERSHIP OR INSOLVENCY.

Except as otherwise provided in this Addendum, if the Contractor changes ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for the full remaining term of this Addendum, or continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for a period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Addendum.

22. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Addendum shall participate in any decision relating to this Addendum which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Addendum or the proceeds thereof.

23. INDEPENDENT CAPACITY OF CONTRACTOR.

The parties to this Addendum agree that the Services performed by the Contractor under the terms of this Addendum are performed as an independent contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth nor as a partnership or joint venture between the Commonwealth and the Contractor.

Except as otherwise provided by the terms of this Addendum, the Commonwealth shall have no control over the manner in which the Contractor or any subcontractor performs the contractual Services. Any job specifications or standards of work attached to or incorporated into this Addendum or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of Services provided by the Contractor.

24. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) The Contractor, for itself and all its subcontractors, certifies that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies that, as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

25. OFFSET PROVISION.

The Contractor agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the Contractor or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the Contractor under this or any other contract with the Commonwealth.

26. THE AMERICANS WITH DISABILITIES ACT.

During the term of this Contract, the Contractor agrees as follows:

- (i) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Addendum. As a condition of accepting and executing this Addendum, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside Contractors.
- (ii) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (i) above.

27. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Addendum is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and

specified in Government Auditing Standards, 1994 Revisions (Yellow Book).

- (b) The audit requirement of this Addendum will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

28. ENVIRONMENTAL PROTECTION.

In carrying out this Addendum, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. __), as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

29. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE.

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

- (c) Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

30. CONTRACTOR INTEGRITY PROVISIONS.

- (a) Definitions.
 - (i) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to Contract with the Commonwealth.
 - (ii) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the

Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

- (iii) Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
 - (iv) Financial Interest means:
 - (1) Ownership of more than a 5% interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - (v) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (b) The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - (c) The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
 - (d) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - (e) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this Contract. The Contractor shall retain such information for a period of **three (3) years** beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

31. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Addendum, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims the Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Addendum.

32. RECYCLED MATERIALS.

Except as specifically waived by DGS in writing, any products which are provided to the Commonwealth as a part of the performance of the Addendum must meet the minimum percentage levels for total recycled content as specified in Exhibit A.

33. APPLICABLE LAW.

This Addendum shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

34. NOTICE.

Any and all notices, designations, consents, offers, acceptances or any other communication provided for in this Addendum shall be given in writing by either registered or certified mail, return receipt requested; receipted hand delivery; or by Federal Express, courier or other similar and reliable carrier and which shall be addressed to each party as set forth in this **Section 34, NOTICE**:

- If to DGS: Chief Procurement Officer, Bureau of Procurement, Department of General Services, 555 Walnut Street, Sixth Floor, Harrisburg, PA 17101-1914; or
- If to the Contractor: Neopost Inc.. Attn Government Sales, 30955 Huntwood Avenue, Hayward, CA 94544-7084.

35. COMMONWEALTH APPROVALS.

Once the Contractor signs this Addendum, the Contracting Officer will enter this document into the Commonwealth's SAP system to obtain the required Commonwealth approvals.

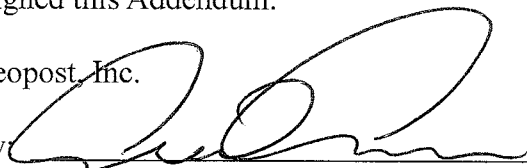
IN WITNESS WHEREOF, the parties have signed this Addendum.

Neopost, Inc.

By

Print Name:

Title:


GERARD GROSSANO
VP OF SALES

**EXHIBIT A
PAPER PRODUCTS
RECYCLED CONTENT**

REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Post-Consumer Content Notes	(%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
Cotton fiber	Excludes custom envelopes High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10

Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		
Paperboard and Packaging Products		
Corrugated containers	Used for packaging and shipping a variety of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

Named Insured: Neopost Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2006

PRODUCER (925)686-2860 FAX (925)686-6118
WestCallawayStotka, Inc.
Lic. #0863315
200 Gregory Lane Bldg A
Pleasant Hill, CA 94523

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
Neopost, Inc.
30955 Huntwood Avenue
Hayward, CA 94544

INSURER A: American Zurich Ins. Co.
INSURER B: Zurich American Ins. Co.
INSURER C: St Paul Travelers Ins. Co.
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Mass. Auto Policy	BAP3703480	02/01/2006	02/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2981109	02/01/2006	02/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Employee Dishonesty	103522257	02/01/2006	02/01/2007	\$1,000,000 Limit \$25,000 Retention

TEN DAYS NOTICE WILL BE GIVEN IF THIS POLICY IS CANCELLED FOR NONPAYMENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Auto: Comprehensive w/a \$1,000 Deductible Collision w/a \$1,000 Deductible

CERTIFICATE HOLDER

Commonwealth of Pennsylvania
 Attn: Karen Rhinehart
 555 Walnut Street, 6th Fl
 Harrisburg, PA 17101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE 03/17/2006

PRODUCER 877-945-7378 Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Neopost Inc. 30955 Huntwood Ave. Hayward, CA 94544	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: AXA Corporate Solutions Insurance Company</td> <td>33022-001</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: AXA Corporate Solutions Insurance Company	33022-001	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: AXA Corporate Solutions Insurance Company	33022-001												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PCS00048806	2/1/2006	2/1/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
See attached:

CERTIFICATE HOLDER Commonwealth of Pennsylvania Attn: Karen Rhinehart 555 Walnut Street 6th Floor Harrisburg, PA 17101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

ORIGINAL Page 1 / 2
Contract Number: 4600010060
Creation Date: 04/26/2006

Purchasing Agent:
 Name: Karen Rhinehart
 Phone: 717-346-8177
 Fax: 717 346-3820
 E-mail: KRHINEHART@state.pa.us
 Valid from/to: 04/26/2006 - 11/08/2006

Your vendor number with us: 172259

Vendor Name/Address:
 NEOPOST
 30955 HUNTWOOD AVE
 HAYWARD CA 94544-7084

Please Deliver To:

 *** TBD AT TIME OF PURCHASE ORDER ***

 *** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
 Collective No.:
 Our Quotation:

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	MAILING EQUIPMENT-OUTRIGHT PURCHASE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00020	MAILING EQUIPMENT LEASE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00030	MAILING EQUIPMENT MAINTENANCE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00040	MAILING EQUIPMENT METER RENTAL					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00050	MAILING EQUIPMENT ACCESSORIES					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00060	MAILING EQUIPMENT SUPPLIES					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



ORIGINAL

Page 2 / 2

Contract Number: 4600010060

Creation Date: 04/26/2006

Vendor Name:

NEOPOST

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE

NEOPOST, INC

AUTHORIZED DEALERS LIST

1. **PRIORITY SYSTEMS INC**
2700 TURNPIKE INDUSTRIAL PARK
MIDDLETOWN, PA 17057
Phone: 717-939-2700
Fax: 717-939-6180
Contact: Tim Roelke: troelke@prioritysystems.com
Andrew Orons: aorons@prioritysystems.com
Emerick Radic: eradic@prioritysystems.com
Brent Nygard: bnygard@prioritysystems.com
SAP Vendor Number: 127849
2. **DOCUMENT SYSTEMS, LTD**
5930 HAMILTON BLVD., SUITE 105
ALLENTOWN, PA 18106-9654
Phone: 610-366-9888
Fax: 610-366-9889
Email: document@choiceonemail.com
SAP Vendor Number: 191144
3. **HAGAN BUSINESS MACHINES**
1112 PEACH STREET
ERIE, PA 16501
Phone: 814-456-7521
Fax: 814-456-7470
Email: julieg@haganbusinessmachines.com
SAP Vendor Number: 178821
4. **POSTAGE PROS PLUS, INC**
1110 SAGINAW STREET
SCRANTON, PA 18505
Phone: 570-344-9611
Fax: 570-344-5227
Email: Dealer622@toppcopy.com
SAP Vendor #200572
5. **TOPP COPY PRODUCTS**
1110 SAGINAW STREET
SCRANTON, PA 18505
Phone: 570-344-9611
Fax: 570-344-5227
Email: Dealer622@toppcopy.com
SAP Vendor #119749

Execution Date: 4/17/2006

FID Number: _____
SAP Vendor Number: _____
Legacy Contract Number: 7490-03

**PARTICIPATING ADDENDUM:
WESTERN STATES CONTRACTING ALLIANCE
MAILING EQUIPMENT AND MAINTENANCE, NO. EPS050076-A2-2**

This Participating Addendum (“Addendum”) is entered into pursuant to the Mailing Equipment and Maintenance Contract No. **EPS050076-A2-2** contract (“Master Contract”) between **Pitney Bowes Inc.** (“the Contractor”) and the **State of Arizona** (“Arizona”) on behalf of the **Western States Contracting Alliance** (“WSCA”). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** (“Commonwealth”), acting through the **Department of General Services** (“DGS”).

WHEREAS, Arizona, on behalf of WSCA, entered into the Master Contract with the Contractor, pursuant to which the Contractor provides mailing equipment and maintenance as described in the Master Contract; and

WHEREAS, the Commonwealth desires to participate in the Master Contract as an additional contracting party to procure mailing equipment and maintenance services from the Contractor under the Master Contract; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. DEFINITIONS

- (a) **Commonwealth agency.** The term, as defined in 62 Pa. C. S. § 103, means an “executive agency, an independent agency or a State-affiliated agency.”
- (b) **Commonwealth Procurement Code:** Title 62 Pa. C. S. §§ 101—2311.
- (c) **Contracting officer.** The term, as defined in 62 Pa. C. S. § 103, means a “person authorized to enter into and administer contracts and make written determinations with respect to contracts.”
- (d) **Days.** Unless specifically indicated otherwise, days mean Commonwealth business days.
- (e) **Effective date.** The date of the final required Commonwealth approval.

- (f) **Local public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means:

[a] political subdivision, public authority, tax exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

- (g) **Master Contract.** Contract No. **EPS050076-A2-2** entered into by Arizona and the Contractor, and all other documents attached to, linked to or incorporated by reference in that Contract as found on the www.spirit.az.gov/ website.

- (h) **Public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

- (i) **State-affiliated entity.** The term, as defined in 62 Pa. C. S. § 103, means:

A Commonwealth authority or a Commonwealth entity. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education. The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, political subdivision or any local, regional or metropolitan transportation authority.

2. **CONTRACT INTEGRATION.**

- (a) **Master Contract.** DGS and the Contractor agree to be bound by the terms and conditions as stated in the Master Contract, which is made a part of this Addendum and incorporated by reference.
- (b) **Additional requirements.** DGS and the Contractor agree to be bound to the additional requirements stated in this Addendum.

3. ORDER OF PRECEDENCE.

To the extent that there is a conflict between the Master Contract and this Addendum, the order of precedence shall be this Addendum and then the Master Contract.

4. TERM OF ADDENDUM.

(a) **Commencement of performance.** The Addendum Period is from the Effective Date through **November 8, 2006**. The Contractor shall not start performance until all of the following have occurred:

- (i) The Effective Date has arrived;
- (ii) The Contractor has received a copy of the fully-executed Addendum; and
- (iii) The Contractor has received a written Notice to Proceed or a fully executed purchase order.

(b) **No liability for services or supplies provided.** The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the issuance of a fully-executed purchase order.

(c) **No verbal authorization.** No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Addendum before the Effective Date.

(d) **Renewal.** DGS shall have the option of renewing this Addendum for successive one-year terms, provided that the State of Arizona first extends the Master Contract for a like time period. Any renewal shall be at the firm, fixed prices set forth in the Master Contract, except as provided for otherwise in this Addendum. This Addendum shall renew automatically unless, no later than **30 days** before the effective date of a renewal under the Master Contract, DGS notifies the Contractor of its intent not to renew this Addendum.

5. ADDENDUM PARTICIPANTS.

This Addendum may be used by all Commonwealth agencies, local public procurement units and state affiliated entities as those terms are defined in **Section 1, DEFINITIONS**, of this Addendum.

6. **COSTARS (Cooperative Sourcing to Achieve Reductions in Spend) PROGRAM.**

Section 1902 of the Commonwealth Procurement Code, 62 Pa. C. S. § 1902 (“Section 1902”), permits local public procurement units and state-affiliated entities to participate in cooperative purchasing agreements for the procurement of supplies, services or construction. Specifically, local public procurement units and state-affiliated entities may procure from cooperative purchasing agreements entered into by DGS that are made available to local public procurement units and state-affiliated entities.

(a) **COSTARS Requirements and Procedures.**

- (i) **Use of Addendum by COSTARS participants.** Any local public procurement unit or state-affiliated entity electing to participate in the Addendum will order items directly from the Contractor and will be responsible for payment directly to the Contractor. All local public procurement units and state-affiliated entities are required to register with the DGS as COSTARS members for purposes of using this Addendum.
- (ii) **Standing of COSTARS participants.** Those COSTARS members issuing orders under the Addendum are intended beneficiaries under the Addendum. They are real parties in interest, with the right to sue and be sued without joining the Commonwealth of Pennsylvania, DGS, as a party to the action.
- (iii) **Required Participation.** The Contractor is required to participate in the Commonwealth’s COSTARS Program and to sell the awarded items to at the same prices and/or discounts, and in accordance with the Addendum’s terms and conditions, to registered COSTARS members. A list of these registered entities is available on the DGS website at:

<http://www.dgsweb.state.pa.us/COSTARSReg/Supplier.aspx?costarsNav=>

- (iv) **Usage Reports on COSTARS.** The Contractor shall furnish to the DGS COSTARS Division an electronic monthly usage report, preferably in spreadsheet format, no later than the 15th of the following month. Reports shall be e-mailed to splecker@state.pa.us as well as tnoss@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

- (1) Item No. (If applicable)

- (2) Material Code (If applicable)
 - (3) Description.
 - (4) Quantity.
 - (5) Unit Price.
 - (6) Total Price.
 - (7) Local public procurement unit.
- (b) **Questions.** Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to the COSTARS Systems Coordinator at (717) 787-1105 or 1 (866) 768-7827.

7. **PURCHASE ORDERS.**

- (a) **General.** Commonwealth agencies may issue purchase orders against this Addendum directly with the Contractor. These purchase orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and performed in accordance with the Addendum and the purchase order. Each purchase order is deemed to incorporate the terms and conditions set forth in the Addendum.
- (b) **Ink signature not necessary.** Purchase orders may not include an "ink" signature by the Commonwealth. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) **Manner of issuance.** Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of a purchase order. Purchase orders received by the Contractor after 4:00 p.m. are considered received the following business day.
- (d) **Specific terms.** DGS and the Contractor specifically agree as follows:
- (i) No handwritten signature is required for a legally enforceable purchase order.

- (ii) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any purchase order issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the purchase order has properly received an acknowledgement. An acknowledgement is not required for purchase orders placed by local public procurement units or state-affiliated entities unless specifically requested.
- (iii) The parties agree that no writing is required in order to make a purchase order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically under the provision of a statute of frauds or any other applicable law relating to whether certain agreements are in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, is admissible as between the parties to the same extent and under the, same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgement under either the business records exception to the hearsay rule or the best evidence rule on the basis that the purchase order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgement is deemed genuine for all purposes if it is transmitted to the location designated for such documents.
- (iv) Each party will immediately, take steps to verify any document that is obviously garbled in transmission or improperly formatted to include re-transmission of any such document.

8. INVOICES.

- (a) **Minimum invoice requirements.** Unless the Commonwealth has authorized the Contractor for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the purchase order. The Contractor shall include in all of its invoices the following minimum information:

- (i) Vendor name and “Remit to” address, including SAP Vendor number;
 - (ii) Bank routing information, if ACH;
 - (iii) SAP Purchase Order number;
 - (iv) Delivery address, including name of Commonwealth agency;
 - (v) Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) **Rejection of invoice.** If an invoice does not contain the minimum information set forth in this **Section 8, INVOICES**, the Commonwealth will reject the invoice as improper. If the Commonwealth rejects an invoice as improper, the time for processing a payment under **Section 9, PAYMENT**, will be suspended until the Commonwealth receives a corrected invoice. The Contractor shall not receive payment until the Contractor has submitted a corrected invoice, which the Commonwealth has received and processed.

9. PAYMENT.

- (a) **Payment date.** The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) The date on which payment is due under the terms of the Addendum;
 - (ii) **Thirty days** after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Addendum (a “proper” invoice is not received until DGS accepts the supply or service as satisfactorily performed); or

- (iii) The payment date specified on the invoice if later than the dates established by **paragraphs a(i) and a(ii) of this Section 9, PAYMENT.**

- (b) **Delayed payment.** Payment may be delayed if the payment amount on an invoice is not based upon the prices as stated in the Addendum. If any payment is not made within **15 days** after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 (72 P. S. § 1507) and regulations promulgated pursuant thereto (4 Pa. Code § 2.31—2.40). Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. DGS reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if the past payment testing or inspection discloses a defect or a failure to meet specifications.

10. CONTRACT MANAGEMENT.

- (a) **General.** The Contractor shall assign one or more individuals as contact person(s), contact supervisor(s) and customer service representative(s) for the Addendum.

- (b) **Contact person and contact supervisor.** The contact person is responsible for the coordination of all activities between all authorized users and the Contractor. The contact person, or the office represented, is responsible for coordinating orders and answering billing questions. The contact person is the central point of contact for the Contractor. If DGS, a local public procurement unit or state-affiliated entity becomes dissatisfied with the performance of the contact person, DGS, the local public procurement unit or state-affiliated entity will contact the contact supervisor. Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change its contact person or contact supervisor, the qualifications of replacement personnel must be at least equal to the replaced personnel.

- (c) **Customer service representative.** The Contractor shall assign one or more individuals as customer service representative(s) for the duration of the Addendum. These individuals are responsible for providing services under the Addendum that include, but are not limited to: operational and billing problem resolution; product and technical information; and training. The Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change customer service

representative, the qualifications of replacement personnel must be at least equal to the replaced personnel.

- (d) **Notification of assigned individuals.** The Contractor will provide to DGS within **10 days** of execution of this Addendum the names, mailing addresses, e-mail addresses and telephone numbers of the contact person(s), contact supervisor and customer service representative(s).

11. **ADDENDUM SCOPE.**

Addendum pricing shall be firm, and is based on the prices set forth in the Master Contract.

12. **INSTALLMENT PURCHASES.**

- (a) **Written approval for installment purchases.** Commonwealth agencies, upon written approval from DGS, may utilize the lease to own purchase option of the Master Contract. The only rental option available to Commonwealth agencies is the rental of postage meters as set forth in the Master Contract in *Attachment AZ-Lease Program Description.doc*, located at:

[https://www.spirit.az.gov/Applications/SPIRIT/PRO.nsf/DocNum/ADSM-6FZNEP/\\$file/AZ - Lease Program Description.doc](https://www.spirit.az.gov/Applications/SPIRIT/PRO.nsf/DocNum/ADSM-6FZNEP/$file/AZ - Lease Program Description.doc)

- (b) **Lease & rental terms.** The installment lease and rental terms of the Master Contract, including the lease rates and rental factors, are located in *Attachment AZ-Lease Program Description.doc*, located at:

[https://www.spirit.az.gov/Applications/SPIRIT/PRO.nsf/DocNum/ADSM-6FZNEP/\\$file/AZ - Lease Program Description.doc](https://www.spirit.az.gov/Applications/SPIRIT/PRO.nsf/DocNum/ADSM-6FZNEP/$file/AZ - Lease Program Description.doc)

- (c) **Revisions to terms and conditions.** The Master Contract, at Attachment K, *Pitney Bowes Financial Terms and Conditions LTOP Mailing Equipment*, is revised as follows:

- (i) **PAYMENTS:** The following sentence is deleted as it is addressed in this Addendum at **subsection (b) of Section 9 PAYMENT:**

Any payment not made within forty (40) days after the invoice may be assessed a minimum late charge of 5% of the invoice amount or the maximum amount allowed by law, whichever is less.

- (ii) **OWNERSHIP AND RISK OF LOSS:** The phrase “, and shall maintain adequate insurance naming Us as loss payee” is deleted

from the penultimate sentence of the first paragraph since the Commonwealth is self insured.

- (iii) **DAMAGES OCCURRING:** The phrase “, including reasonable attorneys’ fees” is deleted from the final sentence.
- (iv) **DEFAULT:** The last sentence is revised to read as follows:

The parties further agree that if You are in breach of any estimate of Our damages, and We are entitled to receive without further notice and as liquidated damages and not as penalty: (i) the entire amount of all outstanding and remaining lease payments; (ii) possession of any and all items of Equipment; and (iii) reasonable expenses, excluding attorneys’ fees, incurred in the enforcement of this Agreement.

13. IDENTIFICATION NUMBER.

The Contractor must have a SAP vendor number. To obtain a SAP vendor number, the Contractor must register at www.vendorregistration.state.pa.us. Questions about completing the Vendor Registration Form should be directed to the Central Vendor Management Unit by phone at (717) 214-2868 or toll free at 1 (866) 775-2868 or by e-mail to ra-co-bfm-cvmu@state.pa.us.

14. NOTICE OF DELAY

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Addendum (including actual or potential labor disputes), the Contractor, in writing, shall immediately notify DGS, stating all relevant information with respect to the difficulty. This notice shall not constitute a basis for a delivery schedule extension; nor shall this notice be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Addendum. The Contractor’s failure to provide notice under this **Section 14, NOTICE OF DELAY**, however, may be grounds for denial of any request for a delivery schedule extension because of the delay.

15. BACKGROUND CHECKS.

- (a) **General.** The Contractor shall arrange for an annual criminal background check for each of its employees, as well as each employee of any of the contractor’s subcontractors, who have access to Commonwealth facilities. The Contractor shall conduct background checks in accordance with Form SP-4-164, *Request for Criminal Background Check* and this **Section 15, BACKGROUND CHECKS** Form SP-4-164 can also be located on the

Internet at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. Alternatively, the Contractor may request a criminal background check electronically through the Pennsylvania State Police's *Pennsylvania Access to Criminal History* ("PATCH") System, located at www.psp.state.pa.us/patch.

- (b) **New or reassigned employees.** The Contractor shall also conduct criminal background checks for new or reassigned employees (of either the Contractor or the Contractor's subcontractor(s)) immediately prior to providing that new employee access to the Commonwealth's facilities.
- (c) **Completed criminal background checks.** The Contractor, upon receiving a notice to proceed from the Commonwealth, shall request the necessary criminal background checks and provide written confirmation that the criminal background checks have been completed by sending a copy of the *Request for Criminal Record Check*, Form SP-4-164 (or its electronically generated equivalent), either by FAX or by mail to the Contracting Officer.
- (d) **Criminal record information.** If, at any time, it is discovered that a Contractor's employee, or an employee of the Contractor's subcontractor(s), has a criminal record that includes any of the following information, the Contractor shall comply with **subsection (e) of this Section 15, BACKGROUND CHECKS:**
 - (i) A felony or misdemeanor involving terroristic behavior;
 - (ii) Violence;
 - (iii) Use of a lethal weapon;
 - (iv) Breach of trust or fiduciary responsibility;
 - (v) Information which raises concerns about building security, system security or personal security; or
 - (vi) Information that is otherwise job-related.
- (e) **Response to criminal record information.** If an employee has a criminal record that includes any of the information set forth in **subsection (d) of this Section 15, BACKGROUND CHECKS**, the Contractor or its subcontractor(s) shall:
 - (i) Not assign that employee to any Commonwealth facility;
 - (ii) Remove any access privileges already given to that employee; and

- (iii) Not permit that employee remote access to any Commonwealth facility unless the Commonwealth consents to the access, in writing, prior to the access.
- (f) **Consent; result of noncompliance.** The Commonwealth may withhold its consent in its complete discretion. Failure of the Contractor to comply with the terms of this **Section 15, BACKGROUND CHECKS**, may result in default by the Contractor under Addendum.
- (g) **Commonwealth-conducted background checks.** The Commonwealth specifically reserves the right to conduct background checks over and above that described in this **Section 15, BACKGROUND CHECKS**.

16. CONTRACTING OFFICER.

The Contracting Officer for this Addendum is:

Karen Rhinehart
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Fl.
Harrisburg, PA 17101-1914
(717) 346-8177—(tel)
(717) 783-6241—(fax)
krhinehart@state.pa.us

17. CONTROVERSIES.

- (a) **Request for determination.** If a controversy or claim arises from this Addendum, the Contractor, within six months after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) **Final determination.** The Contracting Officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within **120 days** of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send a written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the **120 days** (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the Commonwealth.

- (c) **Statement of claim.** The Contractor may file a statement of claim with the Commonwealth Board of Claims, within **15 days** of the mailing date of the determination denying a claim or within **135 days** of filing a claim if no extension is agreed to by the parties, whichever occurs first. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Addendum in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of this Addendum.

18. INSURANCE.

- (a) **General.** The Contractor, at its expense, shall procure and maintain, or require its subcontractors to procure and maintain, as appropriate, the following types of insurance issued by companies acceptable to the Commonwealth and authorized to conduct that business under the laws of the Commonwealth:
 - (i) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act of 1915* and its supplements or amendments.
 - (ii) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether the operation be by the Contractor, any subcontractor, or anyone directly or indirectly employed by either. The insurance limits shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence, personal injury and property damage combined. These policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
- (b) **Evidence of insurance.** Prior to commencing work under the Addendum, and before any employee of the Contractor or its subcontractors attempts to access Commonwealth facilities, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance.

These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in a manner to cause the coverage to fail to comply with the requirements of this **Section 18, INSURANCE**, until at least **30 days** prior written notice has been given to the Commonwealth.

- (c) The Contractor agrees to maintain the insurance for the life of this Addendum.
- (d) The Contractor's self-insurance of the types and amounts of insurance set forth in **subparagraph (a) of this Section 18, INSURANCE**, shall satisfy the requirements of this **Section 18, INSURANCE**.

19. TAXES—FEDERAL, STATE AND LOCAL.

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and the Commonwealth will issue none: tires; trucks; gas-guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Pennsylvania Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this **Section 19, TAXES-FEDERAL, STATE, AND LOCAL**, is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

20. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Addendum, provided the Commonwealth gives the Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under such terms as it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of the Contractor made in the defense of such suits.

- (b) Notwithstanding **subsection (a) of this Section 20, COMMONWEALTH HELD HARMLESS**, neither party shall enter into any settlement without the other party's written consent, which shall not be withheld unreasonably. The Commonwealth, in its sole discretion, may allow the Contractor to control the defense and any related settlement negotiations.

21. CHANGE OF OWNERSHIP OR INSOLVENCY.

Except as otherwise provided in this Addendum, if the Contractor changes ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for the full remaining term of this Addendum, or continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for a period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Addendum.

22. OFFICIALS NOT TO BENEFIT.

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Addendum shall participate in any decision relating to this Addendum which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Addendum or the proceeds thereof.

23. INDEPENDENT CAPACITY OF CONTRACTOR.

The parties to this Addendum agree that the Services performed by the Contractor under the terms of this Addendum are performed as an independent contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth nor as a partnership or joint venture between the Commonwealth and the Contractor.

Except as otherwise provided by the terms of this Addendum, the Commonwealth shall have no control over the manner in which the Contractor or any subcontractor performs the contractual Services. Any job specifications or standards of work attached to or incorporated into this Addendum or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of Services provided by the Contractor.

24. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) The Contractor, for itself and all its subcontractors, certifies that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies that, as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within **15 days** of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

25. OFFSET PROVISION.

The Contractor agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the Contractor or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the Contractor under this or any other contract with the Commonwealth.

26. *THE AMERICANS WITH DISABILITIES ACT.*

During the term of this Contract, the Contractor agrees as follows:

- (i) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Addendum. As a condition of accepting and executing this Addendum, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside Contractors.
- (ii) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (i) above.

27. *SINGLE AUDIT ACT OF 1984.*

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Addendum is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and

specified in Government Auditing Standards, 1994 Revisions (Yellow Book).

- (b) The audit requirement of this Addendum will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

28. ENVIRONMENTAL PROTECTION.

In carrying out this Addendum, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. __), as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

29. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE.

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

- (c) Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

30. CONTRACTOR INTEGRITY PROVISIONS.

- (a) Definitions.
 - (i) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to Contract with the Commonwealth.
 - (ii) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the

Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

- (iii) Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
- (iv) Financial Interest means:
 - (1) Ownership of more than a 5% interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- (v) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (b) The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- (c) The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
- (d) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- (e) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this Contract. The Contractor shall retain such information for a period of **three (3) years** beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

31. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Addendum, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims the Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Addendum.

32. RECYCLED MATERIALS.

Except as specifically waived by DGS in writing, any products which are provided to the Commonwealth as a part of the performance of the Addendum must meet the minimum percentage levels for total recycled content as specified in Exhibit A.

33. APPLICABLE LAW.

This Addendum shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

34. NOTICE.

Any and all notices, designations, consents, offers, acceptances or any other communication provided for in this Addendum shall be given in writing by either registered or certified mail, return receipt requested; receipted hand delivery; or by Federal Express, courier or other similar and reliable carrier and which shall be addressed to each party as set forth in this **Section 34, NOTICE**:

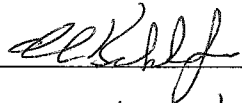
- If to DGS: Chief Procurement Officer, Bureau of Procurement, Department of General Services, 555 Walnut Street, Sixth Floor, Harrisburg, PA 17101-1914; or
- If to the Contractor: Pitney Bowes Inc., 37 Executive Drive, Danbury Ct 06810-4147.

35. COMMONWEALTH APPROVALS.

Once the Contractor signs this Addendum, the Contracting Officer will enter this document into the Commonwealth's SAP system to obtain the required Commonwealth approvals.

IN WITNESS WHEREOF, the parties have signed this Addendum.

Pitney Bowes, Inc.

By: 

Print Name: Ted A. Kehle, Jr

Title: Director, Gov't Strategic Account Agreements

**EXHIBIT A
PAPER PRODUCTS
RECYCLED CONTENT**

REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Post-Consumer Content Notes	(%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
Cotton fiber	Excludes custom envelopes High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10

Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20
Pressboard	High-strength paperboard used in binders and report covers	20
Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
Newsprint		
Newsprint	Groundwood paper used in newspapers	20
Commercial Sanitary Tissue Products		
Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		
Paperboard and Packaging Products		
Corrugated containers	Used for packaging and shipping a variety of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes "chipboard" pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.



All using Agencies of the Commonwealth, Political Subdivision,
Authorities, Private Colleges and Universities

REPRINT Page 1 / 2
Contract Number: 4600009984
Creation Date: 04/05/2006

Purchasing Agent:
 Name: Karen Rhinehart
 Phone: 717-346-8177
 Fax: 717 346-3820
 E-mail: KRHINEHART@state.pa.us
 Valid from/to: 04/18/2006 - 11/08/2006

Your vendor number with us: 101000

Vendor Name/Address:
 PITNEY BOWES INC
 37 EXECUTIVE DR
 DANBURY CT 06810-4147

Please Deliver To:

 *** TBD AT TIME OF PURCHASE ORDER ***

 *** UNLESS SPECIFIED BELOW ***

Your Quotation: Date:
 Collective No.:
 Our Quotation:

Payment Terms: NET 30

The Commonwealth of Pennsylvania, through the Department of General Services, accepts the submission of the Bidder/Contractor for the awarded item(s) at the price(s) set forth below in accordance with: 1) the RFQ submitted by the Bidder/Contractor, if any; 2) the documents attached to this Contract or incorporated by reference, if any, and 3) the contract terms and conditions stored on the website address at www.dgs.state.pa.us for this type of Contract as of the date of the RFQ, if any, or other solicitation for this Contract, all of which, as appropriate, are incorporated herein by reference. When the Bidder/Contractor receives an order from a Commonwealth agency, the order constitutes the Bidder/Contractor's authority to furnish the item(s) to the agency at the time(s) and place(s) specified in the order. RFQ, as used herein, means Request for Quotations, Invitation for Bids, Invitation to Qualify, or Request for Proposals, as appropriate.

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
00010	MAILING EQUIPMENT-OUTRIGHT PURCHASE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00020	MAILING EQUIPMENT LEASE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00030	MAILING EQUIPMENT MAINTENANCE					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00040	MAILING EQUIPMENT METER RENTAL					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00050	MAILING EQUIPMENT ACCESSORIES					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					
00060	MAILING EQUIPMENT SUPPLIES					
	Item text					
	REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV EQUIPMENT INFORMATION AND PRICING					

*** SEE LAST PAGE FOR TOTAL VALUE OF CONTRACT ***



REPRINT

Page 2 / 2

Contract Number: 4600009984

Creation Date: 04/05/2006

Vendor Name:

PITNEY BOWES INC

Item	Description	Quantity	UOM	Price	Per Unit	TOTAL
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-----SUPPLEMENTAL INFORMATION-----

Header text

REFER TO WSCA CONTRACT EPS050076 AT WWW.SPIRIT.AZ.GOV
CLICK ON CONTRACTS
CLICK ON OPEN CONTRACTS
INSERT EPS050076 IN SEARCH BOX
CONTACT:
BONNIE GLANTZ-ZARLENGA
PHONE: 717-215-0592
FAX: 203-460-3163
EMAIL: Bonnie.Glantz@PB.COM
CONTRACTOR ALLOWS COSTAR PARTICIPATION

NO FURTHER INFORMATION FOR THIS CONTRACT

Currency: USD

999,999.00
ESTIMATED VALUE

Contract Reference Number: 7490-04
SAP Contract Number: 460010060 and 4600009981
Change Number: 1
Change Effective Date: 10/24/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth

Subject: Mailroom Equipment and Maintenance (WSCA)

Contract Period: Beginning April 18, 2006 and Ending November 8, 2006

Buyer Name: Karen Rhinehart 717-346-8177

CHANGE SUMMARY:

Hasler - Contract 4600009981 and Neopost – Contract 4600010060 have assigned Priority Systems as the contact for their contracts. All questions should be directed to Andrew Orons at 717-939-2700; fax : 717-939-6180.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 7490-04
SAP Contract Number: 460010060 and 4600009981
Change Number: 2
Change Effective Date: 11/08/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Mailroom Equipment and Maintenance (WSCA)
Contract Period: Beginning July 1, 2006 and Ending November 8, 2006,
renewed through November 8, 2007
Buyer Name: Karen Rhinehart 717-346-8177

CHANGE SUMMARY:

In accordance with the **Option to Renew** the following contractors have mutually agreed to renew this contract for an additional one (1) year beginning July 1, 2006 and ending November 8, 2007.

Hasler -Contract 4600009981
Neopost –Contract 4600010060
Pitney Bowes-Contract 4600009984
.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number:7490-04
SAP Contract Number: 4600009984
Change Number: 3
Change Effective Date: 01/01/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Mailroom Equipment WSCA
Contract Period: Beginning 04/24/2006 and Ending 11/10.2006
renewed through 11/10/2007

Commodity Specialist Name: Karen Rhinehart 717-346-8177

CHANGE SUMMARY:

In conjunction with amendments made to WSCA contract EPS050076, Pitney Bowes has amended the master price agreement to include additional products, new pricing and a Fair Market Value Financing Option "C". The Billing Partner for FMV leases will be Global Finance.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Agencies (each referred to as a “Participating Agency”) eligible to acquire Pitney Bowes Mailing Equipment under WSCA Contract EPS050076-A2-2 (as amended from time to time, “EPS050076-A2-2”) will have the option to acquire such Equipment through an Installment Lease Agreement, a Rental Agreement or a Fair Market Value Lease Agreement, subject to the applicable terms and conditions set forth herein.

INSTALLMENT LEASE AGREEMENT OPTION A

Pitney Bowes Global Financial Services LLC may serve as a sub-contractor under EPS050076-A2-2 and be the financing party under such Installment Lease Agreements.

The pricing plan for the Installment Lease Agreement is as follows:

<i>Monthly Billing:</i>		<i>Quarterly Billing:</i>	
Term	Lease Rate	Term	Lease Rate
36	.0317	36	.0960
48	.0247	48	.0750
60	.0205	60	.0625

The terms and conditions are as follows:

- 1. GENERAL.** All Installment Lease Option A Agreements (each referred to herein as “Installment Agreement”) consist of the following terms and conditions in addition to the applicable terms and conditions of EPS050076-A2-2. By issuing a Purchase Order under the Installment Agreement, the Participating Agency is requesting that Contractor leases the referenced equipment (the “Equipment”) for essential governmental purposes. Such Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remains the property of Contractor or one of its wholly owned subsidiaries. Any IntelliLink™ Control Center or postage meter is subject to the applicable USPS regulations and meter terms and conditions as may be provided by Contractor.
- 2. TERM.** Each Installment Agreement shall commence upon acceptance of the Equipment and shall continue until the earlier of: (i) termination at Contractor’s Option upon the Participating Agency’s failure to pay when due the amount required or failure to perform any other obligation under an Installment Agreement or under EPS050076-A2-2, (ii) the occurrence of an event of non-appropriation or termination for Contractor default under EPS050076-A2-2, (iii) termination in accordance with paragraph 3 below, or (iv) the expiration of the specified term.
- 3. CANCELLATION OR TERMINATION.** The Participating Agency intends to enter into an Installment Agreement for the entire agreed upon term and Contractor relies upon such represented intention when determining the applicable pricing plan. If the Participating Agency cancels or terminates an Installment Agreement prior to its expiration (other than for non-appropriations or Contractor default pursuant to EPS050076-A2-2), the Participating Agency shall pay a termination charge equal to the net present value of the monthly payments

remaining through the completion of the term, discounted to present value at a rate of 6% per year.

4. **REMEDIES.** If the Participating Agency fails to pay when due any amount required, or fails to perform any other obligation under an Installment Agreement or under EPS050076-A2-2 and fails to cure the same within thirty (30) days of the Participating Agency's receipt of written notice thereof, Contractor may, at its option and without further demand or notice, take one or any combination of the following actions: terminate the relevant Installment Agreement, take possession of the relevant Equipment (and the meters), declare the entire amount of all payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by applicable law.
5. **REPRESENTATIONS; MISCELLANEOUS.** The Participating Agency represents and warrants that: (a) it shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder and the Participating Agency hereby appoints Contractor as its Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and the Participating Agency is (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. The Participating Agency acknowledges that the Installment Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment that the Participating Agency shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, the Participating Agency's Period Payment shall be adjusted in an amount sufficient to maintain Contractor's original after tax yield utilizing Contractor's consolidated marginal tax rate, which adjusted Period Payments the Participating Agency agrees to pay as provided in this Agreement. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at Contractor's option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of the Participating Agency's obligation or be refunded to the Participating Agency.
6. **ASSIGNMENT.** The Participating Agency may not assign, transfer or sublet any interest in an Installment Agreement or the Equipment without Contractor's prior written consent.
7. **TITLE.** Title to the equipment passes to the Participating Agency at the time and place of acceptance of each unit of equipment. The Contractor or its duly authorized assignee shall have a purchase money security interest in the equipment, until payment of all installments are made. Upon payment of the final installment, or any concluding payment option, the Contractor or his duly authorized assignee shall have no further interest in the equipment.
8. **PURCHASE OPTION.** The Participating Agency shall have the option to purchase the Equipment at any time during the Term "as is, where is" by paying the remainder of all installment payments.

9. **RISK OF LOSS.** The Participating Agency is responsible for Equipment loss, damage or destruction from any cause, whether or not insured from the date of acceptance and for the entire term. No Equipment loss, theft or damage shall relieve the Participating Agency of its obligation to make the payments or perform its obligations under an Installment Agreement. **Notwithstanding the foregoing, the Participating Agency shall not be responsible for Equipment loss, damage or destruction if Contractor has delivered non-conforming goods.**

RENTAL AGREEMENT OPTION B

The pricing plan for the Rental Agreement is as follows:

Term:	Rental Factor:
36 Months	.0450

The terms and conditions are as follows:

- 1. GENERAL.** All Rental Option B Agreements (each referred to herein as “Rental Agreement”) consist of the following terms and conditions in addition to the applicable terms and conditions of EPS050076-A2-2. By issuing a Purchase Order under this Rental Option B, the Participating Agency is requesting that Contractor rent the referenced equipment (the “Equipment”) for essential governmental purposes. Such Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remain the property of Contractor or one of its wholly owned subsidiaries. Any IntelliLink™ Control Center or postage meter is subject to the applicable USPS regulations and meter terms and conditions as may be provided by Contractor.
- 2. TERM.** The Term of each Rental Agreement shall commence on the date of delivery of the Equipment and shall continue for 36 months, unless earlier terminated in accordance with EPS050076-A2-2. The Participating Agency intends to enter into each Rental Agreement for at least the 36 month period and Contractor has relied upon such represented intention when determining the applicable pricing plan.
- 3. REMEDIES.** If the Participating Agency fails to pay when due any amount required, or fails to perform any other obligation under a Rental Agreement or under EPS050076-A2-2 and fails to cure the same within thirty (30) days of the Participating Agency’s receipt of written notice thereof, Contractor may, at Contractor’s option and without further demand or notice, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including meters), declare the entire amount of all payments, and other amounts due and to become due for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by applicable law.
- 4. ASSIGNMENT.** The Participating Agency may not assign, transfer or sublet any interest in a Rental Agreement or the Equipment without Contractor’s prior written consent.
- 5. RISK OF LOSS.** The Participating Agency is responsible for Equipment loss, damage or destruction from any cause, whether or not insured from the date of acceptance and for the entire term. No Equipment loss, theft or damage shall relieve the Participating Agency of its obligation to make the payments or perform its obligations under a Rental Agreement. **Notwithstanding the foregoing, the Participating Agency shall not be responsible for Equipment loss, damage or destruction if Contractor has delivered non-conforming goods.**

OPTION C

LEASE AGREEMENT WITH FAIR MARKET VALUE ("FMV") PURCHASE OPTION

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under EPS050076-A2-2 and will be the Lessor under such FMV Lease Agreements.

The pricing plan for the FMV Lease Plan is as follows:

<i>Monthly Billing:</i>		<i>Quarterly Billing:</i>	
Term	Lease Rate	Term	Lease Rate
36	.0334	36	.1008
48	.0270	48	.0817
60	.0231	60	.0705

The terms and conditions are as follows:

- 1. GENERAL.** All FMV Lease Option C Agreements (each referred to herein as "Lease") consist of the following terms and conditions in addition to the applicable terms and conditions of EPS050076-A2-2. By issuing a Purchase Order under this FMV Lease Option C, the Participating Agency is requesting that Pitney Bowes Global Financial Services LLC leases the referenced equipment (the "Equipment") for essential governmental purposes. Such Equipment does not include any referenced IntelliLink™ Control Center or postage meter, which remain the property of Pitney Bowes Inc. or one of its wholly owned subsidiaries. Any IntelliLink™ Control Center or postage meter is subject to the applicable USPS regulations and meter terms and conditions as may be provided by Pitney Bowes Inc.
- 2. TERM.** Each Lease shall commence upon acceptance of the Equipment and shall continue until the earlier of (a) termination at Lessor's option upon the Participating Agency's failure to pay when due the amount required or failure to perform any other obligation hereunder or under EPS050076-A2-2, or (b) the occurrence of an event of non-appropriations or termination for Contractor default under EPS050076-A2-2, (c) cancellation or termination in accordance with paragraph 3 below, or (d) expiration of the term specified on the relevant Purchase Order and satisfaction by the Participating Agency of all obligations thereunder.
- 3. CANCELLATION OR TERMINATION.** The Participating Agency intends to enter into a Lease for the entire agreed upon term and Lessor relies upon such represented intention when determining the applicable pricing plan. If the Participating Agency cancels or terminates a Lease prior to its expiration (other than for non-appropriations or Contractor default pursuant to EPS050076-A2-2), the Participating Agency shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.
- 4. REMEDIES.** If the Participating Agency fails to pay when due any amount required, or fails to perform any other obligation under a Lease or under EPS050076-A2-2 and fails to cure the same within thirty (30) days of the Participating Agency's receipt of written notice thereof, Lessor may, at its option and without further demand or notice, take one or any combination of the following actions: terminate the relevant Lease, take possession of the relevant

Equipment (and related meters), declare the entire amount of all lease payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by applicable law.

5. **ASSIGNMENT.** The Participating Agency may not assign, transfer or sublet any interest in a Lease or the Equipment without Lessor's prior written consent.
6. **OWNERSHIP.** Lessor owns the Equipment and the Participating Agency shall keep the Equipment free from any liens or encumbrances. Each Lease is a "finance lease" governed by Uniform Commercial Code Article 2A.
7. **END OF LEASE OPTIONS.** Upon 90 days prior written notice, the Participating Agency may, if not in default, elect among the following options with respect to the Equipment: (a) purchase the Equipment "as is, where is" for fair market value, as determined by Lessor based upon what a willing and able buyer would pay a willing and able seller in an arm's length transaction, or (b) return the Equipment in its original condition, reasonable wear and tear excepted, by de-installing the Equipment and making it available for Contractor's retrieval. If the Participating Agency has not elected one of the above options, the Participating Agency shall be deemed to have entered into successive month-to-month extensions of the relevant term.
8. **RISK OF LOSS.** The Participating Agency is responsible for Equipment loss, damage or destruction from any cause, from the date of acceptance and for the entire term. No Equipment loss, theft or damage shall relieve the Participating Agency of its obligation to make the payments or perform its obligations under a Lease. **Notwithstanding the foregoing, the Participating Agency shall not be responsible for Equipment loss, damage or destruction if Contractor has delivered non-conforming goods.**

Contract Reference Number: 7490-04
SAP Contract Number: 460010060, 4600009981, 4600009984
Change Number: 4
Change Effective Date: 3/6/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Mailroom Equipment and Maintenance (WSCA)
Contract Period: Beginning July 1, 2006 and Ending November 8, 2006,
renewed through November 8, 2007
Buyer Name: Karen Rhinehart 717-346-8177

CHANGE SUMMARY:

All using Agencies procuring equipment through this contract must obtain competitive quotes from all participating vendors on contract. Justification **MUST** be provided for **ALL** selections of equipment procured that was **NOT** the lowest cost.

Hasler -Contract 4600009981
Neopost -Contract 4600010060
Pitney Bowes-Contract 4600009984
.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 7490-04
SAP Contract Number: 4600009984 4600009981 4600010060
Change Number: 5
Change Effective Date: 04/09/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Mailroom Equipment WSCA
Contract Period: Beginning 04/24/2006 and Ending 11/10/2006
renewed through 11/10/2007
Commodity Specialist Name: Karen Rhinehart 717-346-8177

CHANGE SUMMARY:

The Commonwealth of Pennsylvania elects to allow manufacturer upgrade options availability on current leases for Shaped Base Pricing upgrades ONLY to be in compliance with the USPS new rate change effective May 14, 2007.

Please see attachment for important information on Shaped Base Pricing.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

SHAPE BASED PRICING

GENERAL INFORMATION WHAT WE KNOW NOW

- ❖ Implementation must be completed by May 13, 2007 to be compliant
- ❖ Agencies that have a lot of mixed mail will have the biggest impact
- ❖ If you process under 1000 envelopes/day of #10 plain standard (not mixed-mail) envelopes a day you DON'T HAVE to upgrade. A manual tool for measurement may suffice for immaterial shape and thickness issues.
- ❖ If you are currently automated (wow/in-line scale) you **will** have to upgrade to be shape based compliant unless replacement versus upgrade is applicable
- ❖ Over ¼" thick is considered a flat
- ❖ Over ¾" thick is considered a package
- ❖ If you mail a "large" amount of packages consider using the UPS contract or redesign 6 oz packages as a flat
- ❖ A mail template for non automated equipment will be made available from the USPS at no charge
- ❖ If you have a meter that needs to be migrated by Dec 2008, do it now to conform with the SBP and it will all be done at once

PITNEY BOWES EQUIPMENT

- ❖ DM800 and above that already have the weigh on the weigh (WOW) feature may be upgraded. One component will be removed and an upgrade component will be installed at a price of \$3612.00 (for all models) (currently 3655). This upgrade is included on the WSCA contract 7490-04
- ❖ If you don't have WOW now but want to get it you need to buy a new SBP compliant machine
- ❖ PB will completely replace a machine if the lease is 6 months or newer (vendor considering going to 12 months)
- ❖ Commonwealth will allow manufacturer upgrade options capability on leases for Shape Based Pricing only to be in compliance with the USPS upcoming rate change effective 5/14/2007
- ❖ For all digital models not being upgraded or exchanged, **the Shape Based Pricing** updates will be downloaded via the phone and there is no charge. This software will prompt users to manually measure etc the piece of mail.
- ❖ Older scales that need the rate change will be charged \$236.00 unless the optional Softguard was purchased under the maintenance contract. (Please check current scale inventory against rate solicitation card from PB to purchase rate upgrade on scales in use)

HASLER/NEOPOST EQUIPMENT-(through Priority Systems)

- ❖ If you currently have a machine with a Dynamic Weighing Platform (DWP) you must be upgraded. The cost is \$875.00 with a \$475.00 installation charge. This upgrade has been added to the WSCA contract (7490-04). If you don't have a DWP (in-line dynamic scale) and wish to upgrade to the automation you can add the module at a cost of \$4600. This is also part of the WSCA contract.
- ❖ If you keep your existing equipment and have a scale and do not have RATE CHANGE PROTECTION, you will need to purchase it for a price of \$125-\$175 depending on the scale

**SPECIAL COTERMINOUS LEASE RATES AGREEMENT OPTION
FOR SHAPED BASED MODULE EQUIPMENT PURCHASES ONLY**

On March 19, 2007 the Governors of the U.S. Postal Services (USPS) approved a price increase for First Class mail, as well as approved the new shaped-base pricing structure. Prices will be in effect May 14, 2007. **Please note: These changes will affect numerous mail processing machines in the participating agencies.**

The current pricing structure for first-class mail is based on weight rather than size. The new structure de-emphasizes weight alone and incorporates weight with length, height, shape, and thickness of the parcel. For instance, a 2 ounce letter will go from \$0.63 to \$0.62, a 2 ounce flat goes from \$0.63 to \$0.82 cents, and a 2 ounce parcel will go from \$0.63 to \$1.20. Other price increases will occur. For instance, the price of a single-piece will go from \$0.39 to \$0.42, while postcards will increase from \$0.24 to \$0.27. For additional information on the rate changes, please visit USPS's website at <http://www.usps.com/ratecase>. Additionally, the attachment "USPS Rate Change 2007" explains the USPS Governors Approval.

For Pitney Bowes Products the Shape Based Rating utilizes our Weigh on the Way (WOW) technology to function. It is not a stand-alone product, therefore we can only offer it on DM products that have WOW capabilities. Please note however, that upgrades to machines are not mandatory. If the customer chooses not to upgrade, the postage will need to be calculated manually.

As a result of the rate change, Pitney Bowes is offering to our current leasing customers the opportunity [REDACTED] for the upgraded equipment for a term consistent with the number of months remaining on an existing lease contract. For example, a customer with 18 months remaining on the lease will be offered an 18 month lease. Invoices will show two separate line items reflecting the machine lease and the new [REDACTED] lease. The new [REDACTED] lease will be subject to the same terms and conditions as the original lease. Below are the [REDACTED] lease rates for Option A and Option C.

Pitney Bowes Global Financial Services LLC may serve as a sub-contractor under EPS050076-A2-2 and be the financing party under such Lease Agreements.

The pricing plan for the [REDACTED] Lease Agreement is as follows:

**SPECIAL ██████████ LEASE RATES
FOR SHAPED BASED MODULE EQUIPMENT PURCHASES ONLY**

Existing Lease	Option A	Option C
Term(Months) Remaining:	Rates	Rates
1	1.0073	1.0000
2	0.5055	0.5025
3	0.3382	0.3367
4	0.2546	0.2537
5	0.2044	0.2040
6	0.1710	0.1708
7	0.1471	0.1472
8	0.1292	0.1294
9	0.1152	0.1156
10	0.1041	0.1045
11	0.0949	0.0955
12	0.0873	0.0880
13	0.0809	0.0816
14	0.0754	0.0761
15	0.0706	0.0714
16	0.0665	0.0673
17	0.0628	0.0636
18	0.0595	0.0604
19	0.0566	0.0575
20	0.0539	0.0549
21	0.0515	0.0525
22	0.0494	0.0504
23	0.0474	0.0484
24	0.0456	0.0466
25	0.0439	0.0450
26	0.0424	0.0434
27	0.0410	0.0420
28	0.0396	0.0407
29	0.0384	0.0395
30	0.0372	0.0384
31	0.0362	0.0373
32	0.0352	0.0363
33	0.0342	0.0354
34	0.0333	0.0345
35	0.0325	0.0337
36	0.0317	0.0329
37	0.0309	0.0321
38	0.0302	0.0314
39	0.0296	0.0308
40	0.0289	0.0302
41	0.0283	0.0296
42	0.0277	0.0290
43	0.0272	0.0284
44	0.0267	0.0279
45	0.0262	0.0274
46	0.0257	0.0270
47	0.0252	0.0265
48	0.0248	0.0261
49	0.0244	0.0257
50	0.0240	0.0253
51	0.0236	0.0249
52	0.0232	0.0245
53	0.0228	0.0242
54	0.0225	0.0238
55	0.0222	0.0235

Contract Reference Number: 7490-04
SAP Contract Number: 4600009984, 4600010060, 4600009981
Change Number: 6
Change Effective Date: 06/01/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Mailroom Equipment WSCA
Contract Period: Beginning 04/24/2006 and Ending 11/10.2006
Renewed through 11/10/2007
Commodity Specialist Name: Karen Rhinehart 717-346-8177

CHANGE SUMMARY:

In conjunction with amendments made to WSCA contract EPS050076, Pitney Bowes has amended the master price agreement to include additional products, new prices and coterminous leasing. PB supplies are now offered on the WSCA contract. See accompanying instructions

"Children Contracts" for authorized dealers for Hasler and Neopost have been created for SRM ordering use. The contract numbers are as follows:

Hasler Dealers: Priority Systems-4600012384; ITS Mailing Systems-4600012383

Neopost Dealers: Priority Systems-4600012385; Document Systems, LTD-46000012386; Hagan Business Machines-46000012387; Topp Copy Products-46000012388

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
Stand-Alone Mailing Machines								
Stand-Alone Meters								
MailStation								
CMK2	MailStation with 2 lb Integrated Weighing Platform	\$395.00	\$197.00	50%	47	6		
CMK5	MailStation with 5 lb Integrated Weighing Platform	\$695.00	\$347.00	50%	47	6		
DM100-DM200 Low Volume Mailing Systems								
Low volume, Manual Mailing Machine								
DM100 Systems								
SBXA	DM100 Mailing Machine	\$1,010.00	\$404.00	60%	0	0		
SBBF	DM100 Mailing Machine with Moistener	\$1,195.00	\$478.00	60%	0	0		
SBBG	DM100 Mailing Machine with 2-lb Scale	\$1,635.00	\$654.00	60%	15	2		
SBBH	DM100 Mailing Machine with 5-lb Scale	\$1,805.00	\$722.00	60%	15	2		
DM200L Systems								
SBLJ	DM200 Mailing Machine	\$1,365.00	\$819.00	40%	133	14		
SBLK	DM200L Mailing Machine with Moistener and 2 lb Integrated Weighing Platform	\$2,185.00	\$1,311.00	40%	185	19		
SBLI	DM200 Mailing Machine with 5lb Scale	\$2,495.00	\$1,497.00	40%	185	19		
SBLM	DM200L Mailing Machine with Moistener and 10 lb Integrated Weighing Platform	\$2,810.00	\$1,686.00	40%	185	19		
DM300-DM400 Medium Volume Mailing Systems								
DM300L Systems								
SBYP	DM300C Digital Mailing Machine	\$2,325.00	\$1,395.00	40%	241	25		
SBYR	DM300C Mailing Machine with Moistener and 2 lb Integrated Weighing Platform	\$3,146.00	\$1,887.00	40%	294	30		
SBYS	DM300C Mailing Machine with Moistener and 5 lb Integrated Weighing Platform	\$3,455.00	\$2,073.00	40%	294	30		
SBYT	DM300C Mailing Machine with 10lb Scale	\$3,775.00	\$2,265.00	40%	294	30		
DM400L Systems								
SBTA	DM400C Mailing System	\$3,420.00	\$1,881.00	45%	236	24		
SBTB	DM400C Mailing System with Moistener and 2 lb Integrated Weighing Platform	\$4,235.00	\$2,329.00	45%	288	29		
SBTC	DM400C Mailing System with 5lb Scale	\$4,545.00	\$2,499.00	45%	288	29		
SBTD	DM400C Mailing System with 10lb Scale	\$4,865.00	\$2,675.00	45%	288	29		
Medium-High Volume Systems								
DM500 Systems								
SBWN	DM500 Mailing Machine (Base Package)	\$5,484.00	\$4,387.00	20%	360	37		
SBJB	DM500 w/ 5 lb Integrated Weighing, includes USPS Dom/Intl Rates	\$6,645.00	\$5,316.00	20%	360	37		
SBWR	DM500 Mailing Machine w/10 lb Integrated Weighing Platform	\$7,581.00	\$6,064.00	20%	360	37		
SBWS	DM500 Mailing Machine w/30 lb Interfaced Weighing Platform	\$8,010.00	\$6,408.00	20%	466	47		
DM550 Systems								
SBJE	DM550 (Base Package) Includes USPS Dom/Intl Rates	\$7,784.00	\$6,227.00	20%	441	45		
SBJF	DM550 w/ 5 lb Integrated Weighing, includes USPS Dom/Intl Rates	\$9,908.00	\$7,926.00	20%	441	45		
SBJG	DM550 w/ 10 lb Integrated Weighing, includes USPS Dom/Intl Rates	\$10,721.00	\$8,576.00	20%	441	45		
SBJH	DM550 w/ 30 lb Interfaced Weighing, includes USPS Dom/Intl Rates	\$11,984.00	\$9,587.00	20%	546	55		
DM550 WOW Systems								
SBTR	DM550 WOW Base Package	\$12,995.00	\$10,396.00	20%	835	59		
SBTS	DM550 WOW with 5lb Integrated	\$15,120.00	\$12,096.00	20%	835	59		
SBTT	DM550 WOW with 10lb Integrated	\$15,930.00	\$12,744.00	20%	835	59		
SBTU	DM550 WOW with 30lb Interfaced	\$16,705.00	\$13,364.00	20%	944	67		
DM800 190 Non-WOW Systems								
SBZC	DM800 190 Non-WOW (Base Package)	\$10,085.00	\$8,068.00	20%	948	95		
SBZD	DM800 190 Non-WOW w/ 15lb Integrated Weighing Platform	\$12,010.00	\$9,608.00	20%	948	95		
SBZE	DM800 190 Non-WOW w/ 15lb Integrated Weighing Platform, 100 Acctg, PC Interface	\$12,285.00	\$9,828.00	20%	948	95		
SBZF	DM800 190 Non-WOW w/ 15lb Integrated Weighing Platform, 300 Acctg, PC Interface	\$14,085.00	\$11,268.00	20%	948	95		
DM800 190 WOW Systems								
SFAA	DM800 190 WOW (Base Package)	\$14,070.00	\$11,256.00	20%	1129	113		
SFAB	DM800 190 WOW w/ 100 Dept Acctg, PC Interface	\$15,565.00	\$12,452.00	20%	1129	113		
SFAC	DM800 190 WOW w/ Power Stacker, 300 Dept Acctg, 1E08 Laser Printer	\$18,200.00	\$14,560.00	20%	1405	140		
DM800 210 non-WOW Systems								
SBZG	DM800 210 Non-WOW (Base Package)	\$11,395.00	\$9,116.00	20%	1032	103		
SBZJ	DM800 210 Non-WOW w/ 15lb Integrated Weighing Platform, 100 Acctg	\$13,855.00	\$11,084.00	20%	1032	103		
SBZK	DM800 210 Non-WOW w/ 15lb Integrated Weighing Platform, 300 Acctg	\$17,600.00	\$14,080.00	20%	1032	103		

WCSA Pricebook

ITEM	Description	Com'l List Price	WCSA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
SFXA	DM800 210 Non-WOW w/100 Dept Acctg	\$11,500.00	\$9,200.00	20%	1032	103		
SBZH	DM800 210 Non-WOW w/ 15lb Integrated Weighing Platform	\$13,320.00	\$10,656.00	20%	1032	103		
DM800 210 WOW Systems								
SFAD	DM800 210 WOW (Base Package)	\$17,185.00	\$13,748.00	20%	1213	121		
SFAE	DM800 210 WOW w/ 100 Dept Acctg, PC Interface	\$18,675.00	\$14,940.00	20%	1213	121		
SFAF	DM800 210 WOW w/ Power Stacker, 300 Dept Acctg, 1E08 Laser Printer	\$21,000.00	\$16,800.00	20%	1489	148		
High Volume, Auto Mailing Systems								
DM900 Non-WOW Systems								
SBNG	DM900 System - Non-WOW (Base Package)	\$15,185.00	\$12,148.00	20%	1280	127		
SBNH	DM900 System - Non-WOW w/ 100 Dept Acctg, PC Interface	\$17,375.00	\$13,900.00	20%	1280	127		
SBNJ	DM900 System - Non-WOW w/ Power Stacker, 300 Dept Acctg, 1E08 Laser Printer	\$19,875.00	\$15,900.00	20%	1564	155		
DM900 WOW Systems								
SBNK	DM900 System - WOW (Base Package)	\$21,598.00	\$17,278.00	20%	1325	132		
SBRL	DM900 System - WOW w/ 100 Dept Acctg, PC Interface	\$23,941.00	\$19,152.00	20%	1325	132		
SBRM	DM900 System - WOW w/ Power Stacker, 300 Dept Acctg, 1E08 Laser Printer	\$26,349.00	\$21,079.00	20%	1608	160		
DM1000 non-WOW Systems								
SBRN	DM1000 System - Non-WOW (Base Package)	\$16,300.00	\$13,040.00	20%	1509	150		
SBNP	DM1000 System - Non-WOW w/ 300 Dept Acctg	\$18,300.00	\$14,640.00	20%	1509	150		
SBNR	DM1000 System - Non-WOW w/ Power Stacker, 300 Dept Acctg, 1E08 Laser Printer, Console Table	\$21,300.00	\$17,040.00	20%	1793	178		
SBNT	DM1000 System - Non-WOW w/ Bundled Budget Manager	\$19,100.00	\$15,280.00	20%	1595	159		
SBNU	DM1000 System - Non-WOW w/ Power Stacker, Bundled Budget Manager, 1E08 Laser Printer, Console Table	\$22,500.00	\$18,000.00	20%	1793	178		
SBNS	DM1000 System - Non-WOW w/ Power Stacker, 1E08 Laser Printer, Console Table	\$18,500.00	\$14,800.00	20%	1793	178		
DM1000 WOW Systems								
SBNV	DM1000 System - WOW (Base Package)	\$23,647.00	\$18,917.00	20%	1756	175		
SBNW	DM1000 System - WOW w/ 300 Dept Acctg	\$25,787.00	\$20,629.00	20%	1756	175		
SBNX	DM1000 System - WOW w/ Power Stacker, 300 Dept Acctg, 1E08 Laser Printer, Console Table	\$28,997.00	\$23,197.00	20%	2040	203		
SBNZ	DM1000 System - WOW w/ Bundled Budget Manager	\$26,643.00	\$21,314.00	20%	1756	175		
SBPG	DM1000 System - WOW w/ Power Stacker, Bundled Budget Manager, 1E08 Laser Printer, Console Table	\$30,495.00	\$24,396.00	20%	2040	203		
SBNY	DM1000 System - WOW w/ Power Stacker, 1E08 Laser Printer, Console Table	\$26,750.00	\$21,400.00	20%	2040	203		
Integrated Postal Scales								
1GP2/MP1A	2 lb Integrated Platform for DM200L	\$765.00	\$497.00	35%	53	6		
1GP5/MP1A	5 lb Integrated Platform for DM200L	\$1,055.00	\$685.00	35%	53	6		
1GP9/MP1A	10 lb Integrated Platform for DM200L	\$1,350.00	\$877.00	35%	53	6		
1GW2/MP06	2 lb Interfaced Weighing Platform for DM300/DM400L	\$765.00	\$497.00	35%	53	6		
1GW5/MP06	5 lb Interfaced Weighing Platform for DM300/DM400L	\$1,055.00	\$685.00	35%	53	6		
1GW9/MP06	10 lb Interfaced Weighing Platform for DM300/DM400L	\$1,350.00	\$877.00	35%	53	6		
1FW4/MP05	5 lb. Integrated Weighing Platform (DM500/DM550 only)	\$1,985.00	\$1,290.00	35%	0	0		
P7W3/JB77	30 lb Weighing Option for DM200L	\$3,740.00	\$2,431.00	35%	126	13		
P7W7/JB77	70 lb Weighing Option for DM200L	\$5,100.00	\$3,315.00	35%	126	13		
1FW6/MP30	30 lb Interfaced Platform (DM300-DM1000)	\$3,740.00	\$2,431.00	35%	106	11		
1FW7/MP49	70 lb Interfaced Platform (DM300-DM1000)	\$5,100.00	\$3,315.00	35%	136	14		
1FW8/MP49	149 lb Interfaced Platform (DM500-DM1000)	\$6,025.00	\$3,916.00	35%	136	14		
1FW1/1FW0	Differential Weighing/Manual Weight Entry (DM800/900/1000)	\$595.00	\$386.00	35%	0	0		
1FWD	5 lb Interfaced Weighing for DM200	\$1,985.00	\$1,290.00	35%	0	0		
1FW5	15 lb Interfaced Platform (DM300-DM1000)	\$3,120.00	\$2,028.00	35%	106	11		
1FWG	15 lb Integrated Weighing Platform (DM800i only)	\$2,745.00	\$1,784.00	35%	0	0		
1FWF	10 lb Integrated Weighing Platform for DM500/DM550 only	\$2,745.00	\$1,784.00	35%	0	0		
1FW6/JB7W	30 lb Weights & Measures Approved Option	\$3,115.00	\$2,025.00	35%	106	11		
1FW7/JB7W	70lb Weights & Measures Approved Option	\$3,115.00	\$2,025.00	35%	136	14		
1FW6/MP3W	30lb Weights and Measures Approved Weighing Option (DM500-DM1000)	\$3,115.00	\$2,025.00	35%	106	11		
Accounting Options								
1FAC	Accounting (10 Dept) Software for DM100	\$0.00	\$0.00		0	0		
1FAE	Accounting (50 Dept) Software for DM300/DM400	\$0.00	\$0.00		0	0		
1FAD	Enhanced Accounting (50 Dept) Software for DM100/DM200L	\$325.00	\$276.00	15%	0	0		

WCSA Pricebook

ITEM	Description	Com'l List Price	WCSA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
F90D	DM200/300/400 100 Dept Accounting w/PC Interface	\$875.00	\$743.00	15%	0	0		
1FA1	Basic Accounting DM200 (25 Dept) Software	\$0.00	\$0.00		0	0		
1FA2	Enhanced Accounting (100 Dept) Software	\$895.00	\$760.00	15%	0	0		
1FA3	Enhanced Accounting (300 Dept) Software for DM500/550/800/900/1000	\$2,800.00	\$2,380.00	15%	0	0		
SPMK	Budget Manager Installation Kit (required when ordering 1FA5)	\$275.00	\$233.00	15%	0	0		
SPPX	Budget Manager Installation Kit for Existing DM's (required when ordering 1FA5 Aftermarket)	\$385.00	\$327.00	15%	0	0		
1FA4	Budget Manager / Department Manager Subscription (500 accounts)	95/month	80/month		0	0		
1FA5	Budget Manager / Cost Manager Subscription (1500 accounts)	145/month	120/month		0	0		
Rates/Features								
1F00	USPS Rates	\$0.00	\$0.00		0	0		
1FX0	SmartClass Feature (DM900 WOW ONLY)	\$795.00	\$675.00	15%	0	0		
1FC0	Carrier Rate Package (Standard Rates: UPS, FedEx, Airborne, DHL) for new DM500/DM550/DM800/DM900/DM1000	\$495.00	\$420.00	15%	0	0		
Options Upgrade								
ERCL	e-Return Receipt Reference Number Feature only	\$450.00	\$383.00	15%				
1FSB	DM800 DIM UPGRD MODULE	\$4,300.00	\$3,612.00	15%				
1FSC	DM8/900 DIM UPGRD MODULE	\$4,300.00	\$3,612.00	15%				
1FSD	DM1000 DIM UPGRD MODULE	\$4,300.00	\$3,612.00	15%				
SBZB	DM550 WOW Upgrade Module	\$6,995.00	\$5,246.00	15%	182	18		
Package Manager								
Installation/Training Kits								
F9DD	Confirmation Services Welcome Kit	\$0.00	\$0.00		0	0		
F8DB	Additional DM Series Training	\$495.00	\$420.00	15%	0	0		
F9PM	Permit Printing Professional Install	\$65.00	\$55.00	15%	0	0		
F9PA	Permit Printing Professional Installation for Existing DM500-DM1000 Customers	\$99.00	\$84.00	15%	0	0		
F8DA	Confirmation Services Training (DM800/900/1000)	\$65.00	\$55.00	15%	0	0		
F9DA	Confirmation Services Training DM200-DM550	\$65.00	\$55.00	15%	0	0		
F9SJ	DM Series Professional Installation (DM200 - 400)	\$135.00	\$115.00	15%	0	0		
F9DF	Ongoing Training for DM series DM200/300/400	\$495.00	\$420.00	15%	0	0		
F9DL	Ongoing Training Support for DM200L-DM400L	10/month	10/month		0	0		
F9DG	Ongoing Training for DM series DM500/550/800/900/1000	\$995.00	\$845.00	15%	0	0		
F9DH	Ongoing Training Support for DM500 -DM1000 Series	20/month	20/month					
F9SH	DM Series Professional Installation & Confirmation Services Training for DM100 (only required when Confirmation Services is Ordered)	\$99.00	\$84.00	15%	0	0		
Stands/Consoles								
N199	Integrated Scale Stand	\$95.00	\$81.00	15%	0	0		
UC30	Console (Power Stacker Compatible) for DM1000	\$1,360.00	\$1,156.00	15%	0	0		
U7C1	Console with built in drop stacker for DM800/900	\$940.00	\$799.00	15%	0	0		
F990009	DM Series Scale Stand	\$90.00	\$77.00	14%	0	0		
F9SA	DM Series Scale Stand	\$135.00	\$115.00	15%	0	0		
DMC5	DM1000 Console (Drop or Power Stacker compatible)	\$1,360.00	\$1,156.00	15%	0	0		
Options/Attachments								
SPY8	1E05 Laser Printer	\$795.00	\$675.00	15%	86	9		
SBZA	DM800 WOW Module (Aftermarket)	\$6,840.00	\$5,814.00	15%	182	19		
UXDN	PC Interface for DM300/DM400	\$375.00	\$318.00	15%	0	0		
SBDU	Free Barcodes Scanner	\$0.00			197	20		
SBDS	Dm Series Scanner for Confirmation Services (DM500-DM1000)	\$795.00	\$675.00	15%	197	20		
U7PS	Power Stacker for DM800/900	\$1,630.00	\$1,385.00	15%	198	21		
U7DS	Drop Stacker for DM900, DM1000	\$0.00	\$0.00					
DJPS	Drop Stacker	\$1,630.00	\$1,385.00	15%	191	20		
USR1	Power Stacker Ramp Extension (Compatible with U7PS, DJPS, Power Stacker required for installation)	\$625.00	\$531.00	15%	0	0		
3250	Power Stacker for U580	\$1,360.00	\$1,156.00	15%	242	25		
F9SJ	DM100 Professional Installation	\$135.00	\$115.00	15%	0	0		
DM Series Options								
SPY8	1E08 Laser Printer	\$795.00	\$675.00	15%	86	9		
U7PS	Power Stacker for DM800/900	\$1,630.00	\$1,385.00	15%	198	21		
SBDS	Dm Series Scanner for Confirmation Services (DM500-DM1000)	\$795.00	\$675.00	15%	197	20		
ERCM	E-Return Receipt Reference Number (base package)	\$1,495.00	\$1,270.00	15%	197	20		
ERCN	E-Return Receipt Reference Number (desktop only)	\$145.00	\$123.00	15%	0	0		
ERCP	E-Return Receipt Reference Number Feature + Scanner (Customer Has Existing Label Printer Solution)	\$1,245.00	\$1,058.00	15%	197	20		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
ERCR	e-Receipt Reference Number Package (without Scanner)	\$695.00	\$590.00	15%	0	0		
UXDM	PC Interface for DM500 and up	\$795.00	\$675.00	15%	0	0		
J796038	Ascent Interface to Intellink DM300-DM1000	\$695.00	\$590.00	15%	0	0		
SBTP	Interface for DM Series to DataPac 36/77 (DM500-DM1000)	\$895.00	\$760.00	15%	0	0		
Z5DE	DM Series AccuTrac Interface (AccuTrac HT V2.0)	\$1,365.00	\$1,160.00	15%	0	0		
Z5DF	DM Series AccuTrac Interface (AccuTrac SA or HT V3.0 and above)	\$695.00	\$590.00	15%	0	0		

DM Series Upgrade Pricing

DM100 Mailing System

F9A1	Upgrading to 50 Dept Accts on P700/P7L1	\$395.00	\$335.00	15%	0	0		
F9P5	Upgrading from 2 LB to 5LB Weighing Feature on DM100I (P700)	\$245.00	\$208.00	15%	0	0		
F9P6	Adding 5 LB Integrated Weighing Platform to DM100I (P700)	\$525.00	\$446.00	15%	15	0		

DM200L Mailing System

F9A1	Upgrading to 50 Dept Accts on P700/P7L1	\$395.00	\$335.00	15%	0	0		
F9L5	Upgrading from 2 LB to 5LB Weighing Feature on DM100I (P7L1)	\$295.00	\$250.00	15%	0	0		
F9L6	Adding 5 LB Integrated Weighing Platform to DM100I (P7L1)	\$625.00	\$531.00	15%	53	6		
F9L9	Upgrading from 5 LB to 10 LB Weighing Feature on DM200I (P7L1)	\$395.00	\$335.00	15%	0	0		

DM300L/DM400L Mailing Systems

F9A2	Upgrade to 100 Dept Accts on 1P00/1A00	\$895.00	\$760.00	15%	0	0		
F9G5	Upgrading from 2 LB to 5 LB Weighing Feature on DM300L, DM400L (1P00 W/G800)	\$295.00	\$250.00	15%	0	0		
F9G6	Adding 5 LB Integrated Weighing Platform to DM300L DM400L (1P00 W/G800)	\$725.00	\$616.00	15%	53	6		
F9G9	Upgrading from 5 LB to 10 LB Weighing Feature on DM300L, DM400L (1P00-W/DD00)	\$395.00	\$335.00	15%	0	0		

DM200I DM300I & DM400L Mailing Systems

F9A2	Upgrade to 100 Dept Accts on 1P00/1A00	\$895.00	\$760.00	15%	0	0		
F9W5	Adding 5 LB Integrated Platform to DM200I,DM300I DM400I, (1P00 w/DD00)	\$725.00	\$616.00	15%	53	6		
F9W9	Upgrading from 5 LB to 10LB Weighing Feature on DM200I DM300I (1P00 w/DD00)	\$395.00	\$335.00	15%	0	0		

Non-IBI DM200&DM300

F90M	Adding 100 Dept Accts w/PC Interface to Existing DM200, DM300 Non-IBI (F800/F900)	\$795.00	\$675.00	15%	0	0		
F8DS	Adding Conf Service to Existing DM200,DM300 Non-IBI (F800/F900)	\$495.00	\$420.00	15%	0	0		

DM500-DM-DM1000 Mailing Systems

F9A2	Upgrading to 100 Dept Accts on 1P00/1A00	\$895.00	\$760.00	15%	0	0		
F9A3	Upgrading to 300 Dept Accts on 1A00	\$1,495.00	\$1,270.00	15%	0	0		
F9B1	Upgrade to 5LB to 15 LB Weighing (DM500/DM550)	\$1,135.00	\$964.00	15%	106	11		
F9C0	Adding Carrier Rate Package (DM500/DM550)	\$495.00	\$420.00	15%	0	0		
F9B2	Upgrade to 15LB to 30LB Weighing (DM800I)	\$995.00	\$845.00	15%	0	0		
F9B3	Upgrade to 15 LB to 30 LB Weighing Feature (DM500-DM1000)Excluding DM800I	\$995.00	\$845.00	15%	0	0		
F9B4	Upgrading to 70 LB Weighing (DM500-DM1000)	\$1,980.00	\$1,683.00	15%	136	14		
F9B5	Upgrade to 149 LB Weighing (DM500-1000)	\$2,905.00	\$2,469.00	15%	136	14		
F9W1	Adding Differential Weighing (DM800/DM900/DM1000)	\$595.00	\$505.00	15%	0	0		
F9XS	Adding SmartClass to DM900	\$795.00	\$675.00	15%	0	0		

Postage Meter Rentals and Intellilink Subscription

P-Postage Meter Rental-rates monthly

B700	Stand-Alone Digital Postage-by-Phone Meter		\$30.00					
P700	DM100 Postal Security Device		\$30.10					
P7L1	DM200L Postal Security Device		\$47.60					
1P00	DM300L & DM400L Postal Security Device		\$47.60					
G900	Intellilink Interface /PSD FOR DM300C/DM400C		\$47.60					
1M00	DM500 - DM1000 Postal Security Device		\$53.90					

Q-Postage Meter Ultra Low Vol - Monthly

K700	MailStation Meter (Requires K7SS but no confirmation services are available)		\$17.40					
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Value Based Services

ATR1	Postage Pass	\$0.00	\$0.00					
1FX3	Custom Messaging	\$0.00	\$0.00					
1FX4	Time Date Stamping	\$0.00	\$0.00					
1FS0	Confirmation Services	\$0.00	\$0.00					
1FA7	Intelliview	\$0.00	\$0.00					
ERR1	e-Return Reciept	\$0.00	\$0.00					
ERR2	e-RR Reference# Feature	\$0.00	\$0.00					
1FS1	Confirmation SVC/High Vol	\$0.00	\$0.00					
1FS2	SPEC CONFIRMATION SVC	\$0.00	\$0.00					

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
1FS4	USPS SPECIAL SVCS	\$0.00	\$0.00					
Postage by Phone + Option - Monthly, Intellilink Subscription								
K700	MailStation Series	\$7.00	\$7.00					
P700								
P7L1	DM100-DM400 Series	\$7.00	\$7.00					
1P00								
1A00	DM500-DM100 Series	\$15.00	\$15.00					
Confirmation Services - Monthly and Intellilink Subscription								
7P00								
7PL1	DM100-DM400 Series	\$7.00	\$7.00					
G800								
G9SS	G900 Subscription Based Service	\$7.00	\$7.00					
1D00	DM500-DM1000 Series	\$15.00	\$15.00					
Permit Printing-Monthlyand Intellilink Subscription								
IA04/ ID04	Permit Printing Option DM500,DM550,DM900,DM1000	95/month	95/month					
Electronic Return Receipt (requires addition of confirmation services)-Monthly Intellilink Subscription								
1D00	DM500-DM550 Series	\$25.00	\$25.00	0%				
1D00	DM800-DM1000 Series	\$45.00	\$45.00	0%				
Mail Openers								
1225	Mail Opener	\$2,715.00	\$2,307.00	15%	118	13		
Mail Center Security								
J710	SecureScan - Desktop Mail scanner	\$3,795.00	\$3,225.00	15%	230	24	120	10
J724	ImageAlert System - ImageAlert Software, J774 Image Scanner	\$2,995.00	\$2,545.00	15%	177	18	120	10
Professional Services								
J714	Safe Mail and Package Consulting	\$1,250.00	\$1,062.00	15%	0	0		
J715	On Site Setup and Training	\$325.00	\$276.00	15%	0	0		
Arrival								
T5XE	Arrival XE Software standard Edition INCLUDES: T5F4 Screen Bulider, T5F5 Power Act, T5RD Remote Diagnostics, T5FM Tracking Assistant Manifest Module, T5FD Tracking Asst Delivery Module, T5FR Tracking Asst Receiving Module, T514 Arrival Basic Application T	\$5,395.00	\$4,585.00	15%	0	0	412	38
T5XC	Arrival XE Software Client Server Edition -5 Users Includes remote diagnostics modern 4 hours of on site training at host site and Arrival client licenses for 5 concurrent users. Requires Micorsoft SQL Server DBMS licenses for 5 users, See Arrival Client	\$13,750.00	\$11,687.00	15%	0	0	1133	104
T5C3	Arrival XE C/S additional Client Licenses-Tier 1 (max 5) Additional Arrival Client Licenses for systems requiring concurrent users. Use with Arrival C/S Edition only (T5XC and T5U2)	\$300.00	\$255.00	15%	0	0		
T5C4	Arrival XE C/S additional Client Licenses-Tier 2 unlimited Additional Arrival Client Licenses for systems requiring concurrent users. Use with Arrival C/S Edition only (T5XC and T5U2)	\$300.00	\$255.00	15%	0	0		
T5R0	Arrival Customer Loyalty Package Existing Leasing Cutomers only-Includes Arrival XE Software (T5XE) Celeron PC AND Monitor.	\$5,395.00	\$4,585.00	15%	257	26	305	38
T5P7	LobbyTrac Workstation - 2 Ghz Celeron PC Package for Windows XP	\$4,595.00	\$3,905.00	15%	297	30		
Computers								
T5P3	1.8Ghz Celeron PC Package for Windows 2000	\$2,195.00	\$1,865.00	15%	257	26		
T5P4	2.26Ghz Pentium 4 PC Package for Windows 2000	\$2,795.00	\$2,375.00	15%	257	26		
Monitor								
T885021	Compaq 17" Monitor	\$0.00	\$0.00		0	0		
T885022	Compaq 15" Flap Panel Display	\$199.00	\$169.00	15%	0	0		
T885035	Compaq 17 inch Flat Panel Display	\$699.00	\$594.00	15%	0	0		
Arrival Law Enforcement Options								
T5LE	Arrival Law Enforcement - Software Only Arrival Law Enforcement Peripheral Package. Incl Software, J781 Scanner, J620 Graphis Printer, Counter Signature Pad	\$3,450.00	\$2,932.00	15%	0	0	305	29
T5LP	Arrival Law Enforcement turnKey Package Incl. Software, T5P3 Celeron PC, 15" Flat Panel Monitor, J781 Scanner, J620 Graphics Printer, Counter Signature Pad	\$8,495.00	\$7,220.00	15%	474	48	305	29
T5LX	Arrival Law Enforcement Client Server Edition - 5 Users	\$11,000.00	\$9,350.00	15%	0	0		
T52C	Arrival Law Enforcement Client Server Edition - 10+ Users	\$17,000.00	\$14,450.00	15%	0	0		
Lobbytrac Software								

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
T5L1	LobbyTrac Turnkey Package	\$7,395.00	\$6,285.00	15%	458	46	412	38
T5L3	LobbyTrac Software Only	\$2,825.00	\$2,401.00	15%	0	0	412	47
Software only systems								
T520	Software Only Version includes ARRIVAL Windows software, remote diagnostics, external modem and 4 hours of on-site training. Requires Software Maintenance T5SM	\$4,895.00	\$4,160.00	15%	0	0	309	30
T526	Upgrade from ARRIVAL Express Unlimited Transactions to Full ARRIVAL. You must write ARRIVAL Express T597 w/Serial Number on order as a no charge Trade-in.	\$3,100.00	\$2,635.00	15%	0	0		
T52P	Special: Arrival client Server 5 Client System	\$10,400.00	\$8,840.00	15%	0	0		
T52A	Arrival for Windows Software Client Server Edition - 5 Users. Incls. remote diagnostics, modem, 4 hours of on-site training of host site and arrival client licenses for 5 concurrent users. Requires Microsoft SQL Server DBMS licenses for 5 Users. Requir	\$12,500.00	\$10,625.00	15%	0	0	1133	104
T52B	ARRIVAL FOR WINDOWS SOFTWARE CLIENT SERVER EDITION -10 + USERS. Includes remote diagnostics, modem, 4 hours of on-site training at host site and ARRIVAL client licenses for 10 concurrent users. Requires Microsoft SQL Server, DBMS Licenses /10 users. Req	\$18,500.00	\$15,725.00	15%	0	0	1648	43
T5R0	Arrival Customer Loyalty Package - existing	\$4,895.00	\$4,160.00	15%	257	26	305	38
Remote Site & Upgrade Options								
T591	ARRIVAL C/S Remote Site ID Pack (Maximum of 5) Inc. User Manual and Installation documentation for remote sites. Must order one T591 per remote location connect ed to an Arrival C/S system. Must order T5MS Remote Site identification on Arrival Software Ag	\$75.00	\$63.00	16%	0	0		
T518	Arrival C/S Remote Site Installation & Training. Incls. Arrival C/S Remote Software and up to 4 hours of training at remote site. Must order one T518 per remote location connected to an Arrival C/S system.	\$1,200.00	\$1,020.00	15%	0	0		
T5MS	Arrival C/S Multi-Site Identification. Must order 1 per remote site	\$0.00	\$0.00		0	0		
T5U1	Arrival, Upgrade To Client Server From Existing Arrival will enable existing Arrival system to be configured for C/S functions. Existing Arrival Client Licenses remain in effect. Order additional T5NL to add Multi-Workstation Licenses if necessary	\$8,500.00	\$7,225.00	15%	0	0		
T5U2	Arrival, Upgrade Client Server Edition (5 users) to 10+ users. Order T5CC (Arrival C/S Additional Client Licenses) to expand system beyond 10 users.	\$6,000.00	\$5,100.00	15%	0	0		
T5CC	ARRIVAL CLIENT SERVER 11 CLIENT LICENSES. Additional Arrival Client Licenses for systems requiring more than 10 concurrent users. Use with Arrival C/S Edition only. (T52B and T5U2)	\$250.00	\$212.00	15%	0	0		
Optional Software Features								
T5F2	Background Import feature	\$750.00	\$637.00	15%	0	0		
T5F3	File link / scan link / global update	\$750.00	\$637.00	15%	0	0		
T5F6	Hotel Application package	\$950.00	\$807.00	15%	0	0		
T5F8	ODBC Integration	\$1,995.00	\$1,695.00	15%	0	0		
T5FB	Scale Interface Feature	\$750.00	\$637.00	15%	0	0		
T5FC	Tracking Assistant Activation Feature (MUST BE ORDERED when adding either a J581 or J580 to an existing Arrival Conf.)	\$0.00	\$0.00		0	0		
T5FE	Printer Interface (Must be ordered with T538 printer)	\$0.00	\$0.00		0	0		
T5FF	Imaging Feature	\$1,250.00	\$1,062.00	15%	0	0		
T5FM	Manifest Module (Can only be used with J580/J581 Scanner)	\$1,195.00	\$1,015.00	15%	0	0		
T5VT	Visitor Tracking Feature	\$750.00	\$637.00	15%	0	0		
T2DE	Desktop Express Plus for Client Server Edition of Arrival Software	\$8,295.00	\$7,050.00	15%	0	0	599	57
T2SL	Site License for DESKTOP EXPRESS PLUS	\$1,650.00	\$1,402.00	15%	0	0		
T5FW	Arrival Web Module Arrival Web is an optional feature for Arrival C/S Edition that extends the capabilities to add packages to the systems and change package status location. Does not support specialized functionally including thermal label image capture	\$2,995.00	\$2,545.00	15%	0	0		
T5FG	Route Activity Logging Feature	\$1,250.00	\$1,062.00	15%	0	0		
T5NS	Arrival Network Sync Feature for Client Server Edition of Arrival Software	\$0.00	\$0.00		0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
T5N1	Network Sync License for up to 4 Tracking Assistants	\$950.00	\$807.00	15%	0	0		
T5N2	Network Sync License for up to 10 Tracking Assistants	\$2,000.00	\$1,700.00	15%	0	0		
T5N3	Network Sync License for up to 20 Tracking Assistants	\$3,000.00	\$2,550.00	15%	0	0		
T5N4	Network Sync License for up to 50 Tracking Assistants	\$6,000.00	\$5,100.00	15%	0	0		
Network Options								
T5NL	Multi-Workstation Network License (for customer-provided network environments) - Order one license per ARRIVAL workstation connected to a customer's network. Not needed for a single Arrival Workstations connected to a network. An additional license is nee	\$500.00	\$425.00	15%	0	0		
T5F1	NetQuery Option (Must order (1) T5NL beyond number of processing stations for NetQuery)	\$1,500.00	\$1,275.00	15%	0	0		
J796029	Factory Installed PCI Client Network Card - COAX CABLE	\$300.00	\$255.00	15%	0	0		
J796027	Field Installable PCI Client Network Card - COAX CABLE ONLY	\$300.00	\$255.00	15%	0	0		
T557	Microsoft SQL Server Runtime License	\$1,500.00	\$1,275.00	15%	0	0		
Printers								
T531	J683 High Speed Thermal 4" Laser Printer	\$2,195.00	\$1,865.00	15%	201	21		
T534	J624 Laser Printer	\$695.00	\$590.00	15%	86	9		
T536	J644 4" Label Printer	\$995.00	\$845.00	15%	114	12		
T538	J530 Tracking Assistant	\$1,295.00	\$1,100.00	15%	85	9		
T544	2" Graphis Printer	\$395.00	\$335.00	15%	41	5		
J796030	External Tape Backup - Seagate 20 GB USB Connection	\$595.00	\$505.00	15%	0	0		
T896001	External USB Adapter	\$275.00	\$233.00	15%	0	0		
TS47	Canon i560 Color Inkjet Printer	\$159.00	\$135.00	15%	0	0		
Scales								
T310	JN75 100 lb. TableTop Scale	\$1,195.00	\$1,015.00	15%	106	11		
T312	JN64 150 lb. RollerTop Scale	\$1,695.00	\$1,440.00	15%	148	16		
T313	JN67 149 lb. RollerTop Scale (California Only)	\$1,695.00	\$1,440.00	15%	150	16		
Portable Data Terminals								
J540	Counter Signature Pad (direct computer serial attachment)	\$1,995.00	\$1,695.00	15%	0	0		
J542	Counter Signature Pad	\$1,995.00	\$1,695.00	15%	0	0		
J596025	Wireless Access Point (for use with J595 TA)	\$1,395.00	\$1,185.00	15%	0	0		
J5900009	4 Bay Ethernet Docking Crdle (for use with multiple J580s or J582s and Network sync	\$995.00	\$845.00	15%	0	0		
J596021	Single Bay USB Cradle for tracking Assistant Plus (J592,J595)	\$475.00	\$403.00	15%	0	0		
J596035	Four Bay Ethernet Cradle for Tracking Assistant Plus	\$995.00	\$846.00	15%				
J596023	4 Slot Battery Charger for Tracking Assistant Plus	\$1,495.00	\$1,270.00	15%	0	0		
J596024	Battery Adaptors (Kit of 2) for J592/j595 TA Plus	\$275.00	\$233.00	15%	0	0		
Tracking Assistants								
J583	Tracking Assistant PDT - Palm Computing™ Platform with integrated Laser Scanner, Single Bay Cradle, Receiving, Delivery and Interface Software *You must order T5FC - Tracking Assistant Activation feature	\$2,195.00	\$1,865.00	15%	250	26		
J582	Additional Tracking Assistant (Must order J581 or J596014 or J596015 for docking solution) *You must order T5FC - Tracking Assist Activation feature	\$1,795.00	\$1,525.00	15%	245	25		
J592	Tracking Assistant Plus Fabric	\$2,595.00	\$2,205.00	15%	245	25		
J593	Tracking Assistant Plus with Single Bay USB Cradle	\$2,995.00	\$2,545.00	15%	245	25		
J595	Tracking Assistant Plus Wireless Unit	\$3,295.00	\$2,800.00	15%	250	26		
J58U	J570 Upgrade Package - must trade in J570 for ea. J580 Ordered	\$1,500.00	\$1,275.00	15%	161	17		
J596019	Single Bay Docking Cradle (for use with J580)	\$425.00	\$361.00	15%	0	0		
J596015	4 Bay Docking Cradle (for use with multiple J580s)	\$995.00	\$845.00	15%	0	0		
J596014	Single Slot Cradle	\$425.00	\$361.00	15%	0	0		
T590009	4 Bay EtherNet Docking Cradle (for use with multiple J580's or J582s and Network Sync)	\$995.00	\$845.00	15%	0	0		
J596017	4 Bay Battery Charger with 4 Batteries and Adaptors for J580	\$1,395.00	\$1,185.00	15%	0	0		
J596018	4 Bay Interconnecting Cable	\$75.00	\$63.00	16%	0	0		
J696021	Firmware Upgrade Kit for J690 Printer	\$200.00	\$170.00	15%	0	0		
T530	J776 Non Contact keyboard wedge scanner	\$1,495.00	\$1,270.00	15%	161	17		
T539	Arrival Cordless Scanner	\$2,295.00	\$1,950.00	15%	214	22		
T542	J774 Scanner	\$2,400.00	\$2,040.00	15%	177	18		
T543	Arrival Web Cam (718-5)	\$245.00	\$208.00	15%	0	0		
J796025	Scanner Stand	\$144.00	\$122.00	15%	0	0		
System Accessories								

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
TS10	Power Gummed Tape Disp	\$895.00	\$760.00	15%	0	0		
TS11	Manual Gummed Tape Disp	\$350.00	\$297.00	15%	0	0		
TS14	J693 4" Continuous Labels Supply Case	\$260.00	\$221.00	15%	0	0		
TS30	J693 4" Continuous Thermal Direct Labels Supply Case	\$240.00	\$204.00	15%	0	0		
TS31	J645 Continuous Thermal Direct Labels Supply Case	\$140.00	\$119.00	15%	0	0		
TS32	J692 Continuous Thermal Direct Labels Supply Case	\$250.00	\$212.00	15%	0	0		
TS33	J530 2" Continuous Thermal Direct Labels Supply Case	\$74.00	\$62.00	16%	0	0		
TS35	J530 Spare Battery	\$88.00	\$74.00	16%	0	0		
TS36	J530 Soft Carry Case	\$77.00	\$65.00	16%	0	0		
TS37	J530 Belt - Soft Carry Case	\$9.00	\$7.00	22%	0	0		
TS38	J530 Protective Boot Enclosure	\$95.00	\$80.00	16%	0	0		
TS40	928-7 Multi Function Badges for Ink Jet Printers and LobbyTrac	\$70.00	\$59.00	16%	0	0		
TS41	928-8 J620 Adhesive Badge Stock, 2x4 badge 750 badges per box	\$70.00	\$59.00	16%	0	0		
TS42	928-9 J620 Non-Adhesive Badge Stock 2x4 badge 750 per box	\$69.00	\$58.00	16%	0	0		
TS43	718-8 Badge Clips for use with above label stock, 250 reusable clips	\$39.00	\$33.00	15%	0	0		
TS44	718-9 1 Day Self Expiring Security Stickers, 300 per box	\$109.00	\$92.00	16%	0	0		
TS06	Monitor Arm	\$90.00	\$76.00	16%	0	0		
TS20	TranScape Standard System Maintenance Kit	\$26.00	\$22.00	15%	0	0		
TS21	TranScape Premium System Maintenance Kit	\$93.00	\$79.00	15%	0	0		
TS22	Anti Fatigue/Anti Static Mat 3x5	\$140.00	\$119.00	15%	0	0		
TS23	Data Vac	\$83.00	\$70.00	16%	0	0		
TS34	J779 Spare Battery	\$113.00	\$96.00	15%	0	0		
TS39	J779 Holster	\$90.00	\$76.00	16%	0	0		
Installation Projects								
T6P1	Install. Project Incls basic install and config of software system and hardware plus integration and configuration as defined in the Statement of Work. Up to One Day	\$1,400.00	\$1,190.00	15%	0	0		
T6P2	Same as T6P1 but Up to 2 Days	\$2,800.00	\$2,380.00	15%	0	0		
T6P3	Same as T6P1 but Up to 4 Days	\$5,600.00	\$4,760.00	15%	0	0		
T6P4	Same as T6P1 but Up to 6 Days	\$8,400.00	\$7,140.00	15%	0	0		
T6P5	Same as T6P1 but Up to 8 Days	\$11,200.00	\$9,520.00	15%	0	0		
T6P6	Same as T6P1 but Up to 12 Days	\$16,800.00	\$14,280.00	15%	0	0		
T6P7	Same as T6P1 but Up to 16 Days	\$22,400.00	\$19,040.00	15%	0	0		
T6P8	Same as T6P1 but Up to 28 Days	\$39,200.00	\$33,320.00	15%	0	0		
T6P9	Same as T6P1 but Up to 40 Days	\$56,000.00	\$47,600.00	15%	0	0		
Professional Services								
T513	Install Software on Customers PC. Req if installing ARRIVAL on cust provided PC. Include one charge per PC.	\$145.00	\$123.00	15%	0	0		
T514	Additional Basic Operator Training - 4 hours on site. Order if needed for additional trainee's or special application.	\$525.00	\$446.00	15%	0	0		
T516	Special Services	\$1,000.00	\$850.00	15%	0	0		
T517	Consulting Services	\$1,000.00	\$850.00	15%	0	0		
T537	Arrival Live Application Support	\$525.00	\$446.00	15%	0	0		
T5TH	Ongoing Training Support for Arrival (Use program ID: TRAIN2)	20/month	20/month					
Project Management								
T5M1	Arrival Project Management	\$1,400.00	\$1,190.00	15%	0	0		
T5M2	Arrival Project Management	\$2,800.00	\$2,380.00	15%	0	0		
T5M3	Arrival Project Management	\$5,600.00	\$4,760.00	15%	0	0		
T5M5	Arrival Project Management	\$11,200.00	\$9,520.00	15%	0	0		
T5M6	Arrival Project Management	\$16,800.00	\$14,280.00	15%	0	0		
T5M7	Arrival Project Management	\$22,400.00	\$19,040.00	15%	0	0		
Express Software Option								
T54A	Arrival Express Plus Software Includes remote diagnostics and unlimited transactions also includes up to one day of installation services and 4 hours of on-site training Requires T513 if installing on a customer provided PC	\$2,195.00	\$1,865.00	15%	0	0	206	19
T54B	Arrival Express Plus Basics Package Includes Arrival Express PLUS Software J583 PDT Tracking Assistant and minnum professional services	\$4,995.00	\$4,245.00	15%	250	26	206	19
T54C	Arrival Express Plus Software Includes remote diagnostics and unlimited transactions also includes up to one day of installation services and 4 hours of on-site training.	\$2,195.00	\$1,865.00	15%	667	67	206	19

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
T54D	Arriva Express Plus Software Includes remote diagnostics and unlimited transactions also includes up to one day of installation services and 4 hours of on-site training Includes version upgrades remote diagnostics and unlimited use of customer hotline.	\$2,195.00	\$1,865.00	15%	411	41	206	19
T541	ARRIVAL Express Software: Includes remote diagnostics and unlimited transactions. Also includes up to 1 day of installation services and 4 hrs of on-site training. Requires T513 if installing on a customer provided PC. Add SMA (T5EM).	\$1,795.00	\$1,525.00	15%	0	0	206	19
T540	Arrival Express Software	\$0.00	\$0.00					
TNPB	Standard Arrival Software	\$0.00	\$0.00					
Express Peripheral Options								
T534	J624 Laser printer	\$695.00	\$590.00	15%	86	0		
T536	J645 4" Label Printer	\$995.00	\$845.00	15%	114	0		
J540	Counter Signature Pad (direct computer serial attachment)	\$1,995.00	\$1,695.00	15%	0	0		
Express Optional Software Features								
T5EN	EmailNotification	\$750.00	\$637.00	15%	0	0		
T5FA	Unlimited Transactions Option - For Existing customers only	\$1,200.00	\$1,020.00	15%	0	0		
Express Billing Services								
T514	Additional Basic Operator Training - 4 hours on site. Order if needed for additional trainee's or special application.	\$525.00	\$446.00	15%	0	0		
T513	Install Software on Customers PC. Req if installing ARRIVAL on cust provided PC. Include one charge per PC.	\$145.00	\$123.00	15%	0	0		
Express Upgrade to Arrival								
T526	Upgrade from Arrival Express Unlimited Transactions	\$3,100.00	\$2,635.00	15%	0	0		
Desktop Express								
T2DE	Desktop Express Plus for Client Server Edition of Arrival Software	\$8,295.00	\$7,050.00	15%	0	0	599	57
Ascent								
T2SL	Site license for Desktop Express Plus	\$1,650.00	\$1,402.00	15%	0	0		
Ascent Software Only Systems								
T2P3	Ascent PM300 - 3 Carrier Solution	\$3,995.00	\$3,395.00	15%	0	0	474	45
T2P4	Ascent PM400 - 4 Carrier Solution	\$4,995.00	\$4,245.00	15%	0	0	474	45
T2PP	Package Manager Plus	\$5,895.00	\$5,010.00	15%	0	0	798	75
T2PX	Ascent PM1000 - All Carrier Soltuin & Integration	\$9,995.00	\$8,495.00	15%	0	0	1064	100
T2P1	Ascent PM 100-USPS ONLY	\$3,195.00	\$2,715.00	15%	0	0	275	25
T2R0	Ascent PM300 - Customer Loyalty License	\$3,995.00	\$3,395.00	15%	257	26	540	45
T2R1	Ascent PM400 - Customer Loyalty License	\$4,995.00	\$4,245.00	15%	257	26	540	45
T2R2	Ascent PM500 - Customer Loyalty License	\$6,995.00	\$5,945.00	15%	257	26	900	75
T2R3	Ascent PM1000 - Customer Loyalty License	\$9,995.00	\$8,495.00	15%	257	26	1200	100
SPMS	Package Manager System (USPS, UPS, FedEx rates), T125 PC with Flat Screen Monitor, 100 lb Scale, IntelliLink Interface, Installation/Training (Max Term = 54 months)	\$7,950.00	\$6,758.00	15%	362	34		
SPMJ	Package Manager System (USPS, UPS, FedEx rates), T125 PC with Flat Screen Monitor, 100 lb Scale, J645 Label Printer, 1E05 Laser Printer, IntelliLink Interface, Installation/Training (Max Term = 54 months)	\$9,250.00	\$7,863.00	15%	561	53		
Package Manager Turnkey Options								
SPPW	Ascent SpeeDee Solution with UPS, USPS & SpeeDee Rates, PC with monitor, Recon J645 Printer, Recon 100 lb Scale	\$4,495.00	\$3,820.00	15%	470	47	474	45
Carriers								
USPS								
T215	USPS Domestic Rate Bundle - Zip to ZONE, Domestic Express, Book and Library; 1st/Std. A Single Piece, Std. B Parcel Post & Priority	\$0.00	\$0.00		0	0		
T216	USPS International Raate Bundle	\$0.00	\$0.00		0	0		
T217	USPS Automation/Non=Automation Rate Bundle	\$0.00	\$0.00		0	0		
T209	USPS Standard A Bulk Manifesting	\$0.00	\$0.00		0	0		
T218	USPS Mixed Mail Manifest	\$0.00	\$0.00		0	0		
T265	USPS Standard A Non-Profit Service	\$0.00	\$0.00		0	0		
T429	USPS Delivery Confirmation Setup & Commissioning for Meter Customers	\$495.00	\$420.00	15%	0	0		
T219	USPS Drop Shipment Points - Max.of 28 allowed. (Meter Cust.) charge for each point. (must also order T243-T220) Include origin ZIP Code for each point with order. Not available for Alaska or Hawaii.	\$250.00	\$212.00	15%	0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
T290	USPS Manifesting Drop Shipment Points (Manifest Customer)-Charge for each point. Include origin ZIP Code for each point with order, maximum of 28	\$250.00	\$212.00	15%	0	0		
T286	Speedee Delivery Service	\$750.00	\$637.00	15%				
FED-EX			\$0.00					
T230	Fed Ex On Site Server Bundle - Provides for domestic and International processing, label printing & electronic connection. *Must choose T158 FedEx Server with Monitor or T159 FedEx Server w/ Switch View A/B box; J644 Printer not Compatible	\$0.00	\$0.00		0	0		
UPS			\$0.00					
T246	Online Plus (for UPS PLD Electronic Manifesting & Alternate Billing Options) Included for new orders, and chargeable for adds to existing sys.)	\$0.00	\$0.00		0	0		
T210	UPS Standard Manifest Rate Bundle. Manifest w/Zip to ZONE; Ground and GroundSaver; 3-Day Select, Next and 2nd Day Air Package and Letter; Express Service to Mexico & Canada; Next Day Air Saver; Next Day Early A.; 2nd Day Air A.M.; Worldwide Services.	\$0.00	\$0.00		0	0		
T211	UPS Hundredweight Rate Bundle	\$1,000.00	\$850.00	15%	0	0		
T212	UPS Non-Manifested Rate Bundle w/ Waybill	\$0.00	\$0.00		0	0		
T213	UPS Drop Shipment Points - charge for each point. Include origin Zip Code for each point with order, maximum of 28 allowed.	\$250.00	\$212.00	15%	0	0		
T214	UPS Contract Rates	\$1,000.00	\$850.00	15%	0	0		
AIRBORNE								
T225	Airborne Plus Linkage (50 Packages per day Minimum). Includes domestic contract rates, automatic routing, labeling and electronic manifest transmission. Services include Express, Canadian Express, @Home Service Next Afternoon and 2nd Day. Customer must	\$0.00	\$0.00		0	0		
T224	Airborne Rate Bundle	\$0.00	\$0.00		0	0		
T208	Airborne Plus Drop Ship - charge for each point (up to 28 allowed). Include origin ZIP Code for each point with order, maximum of 28.	\$250.00	\$212.00	15%	0	0		
T226	Airborne Contract Rates - The base rates for these carriers must be ordered as a prerequisite for these contract rates.	\$1,000.00	\$850.00	15%	0	0		
T21A	Reseller Airborne Plus	\$0.00	\$0.00		0	0		
DHL								
T233	DHL Plus; Includes domestic and int'l contract rates, automatic routing and label printing. Manifest via disk (and also electronic transmission). Services include Document and Express Document for Domestic & Int'l. Customer must be pre-approved by DHL.	\$0.00	\$0.00		0	0		
T232	DHL Rate Bundle	\$0.00	\$0.00		0	0		
T291	DHL Plus Drop Ships (up to 28 allowed)	\$250.00	\$212.00	15%	0	0		
T234	DHL Contract Rates - The base rates for these carriers must be ordered as a pre-requisite for these contract rates.	\$1,000.00	\$850.00	15%	0	0		
DHL/AIRBORNE Combined								
T2DH	DHL/Airborne Legacy module	\$0.00	\$0.00		0	0		
Ascent Multi-Workstation Network License								
T110	Multi-Workstation Network License (for customer-provided network environments) - Order one license per Ascent workstation connected to a customer's network. Not needed for a single Ascent workstation connected to a network. An additional license is needed	\$500.00	\$425.00	15%	0	0		
T11X	Multi-Workstation Network License for PB300,PM400 & PM500. Order one license per Ascent workstation connected to a customer's network. Not needed for a single Ascent workstation connected to a network	\$995.00	\$845.00	15%	0	0		
Software Upgrade Options								
T1PC	Plus Carrier Enabler - Upgrade to Ascent MC	\$4,600.00	\$3,910.00	15%	0	0		
T1NT	Integration Enabler - Upgrade to PB1000	\$3,000.00	\$2,550.00	15%	0	0		
Software Integration Options								
T116	DDX Link (Display Data Exchange) Your order must include one of the appropriate Installation Projects (T4P1-9)	\$1,995.00	\$1,695.00	15%	0	0		
T118	ODBC Link (Open Database Connection). Your order must include one of the appropriate Installation Projects (T4P1-9)	\$1,295.00	\$1,100.00	15%	0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
T120	RUMBA Comm., SW for AS400 - Order 1 per workstation. Your order must include one of the appropriate Installation Projects (T4P1-9)	\$295.00	\$250.00	15%	0	0		
T129	RUMBA Comm., SW for IBM Mainframe. - Order 1 per workstation. Your order must include one of the appropriate Installation Projects (T4P1-9)	\$675.00	\$573.00	15%	0	0		
T130	RUMBA Comm., SW for UNIX - Order 1 per workstation. Your order must include one of the appropriate Installation Projects (T4P1-9)	\$445.00	\$378.00	15%	0	0		
Optional Software Features								
T2CM	Certified Mail Label Feature - Sale Only - Requires Dedicated 1E03 or J645 (Certified Mail Subscription - Lease Customers @ \$29/month - PCN T2CS)	\$495.00	\$420.00	15%	0	0		
T2AF	RDI Feature	\$795.00	\$675.00	15%	0	0		
J796038	Postage Meter Inrerface Kit	\$695.00	\$590.00	15%	0	0		
T101	Additional Carrier Log-1 (3 included) - maximum of 20	\$250.00	\$212.00	15%	0	0		
T102	Additional Custom Programable Carrier- 1 (3 included) - maximum of 20	\$250.00	\$212.00	15%	0	0		
T103	LTL Customer Programmable Carrier - Order as many as needed up to 20 Max. EACH	\$350.00	\$297.00	15%	0	0		
T104	HazMat	\$950.00	\$807.00	15%	0	0		
T105	Differential Weighing (Offweight) can be used for all carriers. Not available with T312 - 200 lb scale.	\$500.00	\$425.00	15%	0	0		
T2EM	E-Mail Notification	\$750.00	\$637.00	15%	0	0		
T132	Accutrac Interface	\$0.00	\$0.00		0	0		
T108	Task Scheduler	\$0.00	\$0.00		0	0		
T106	Postage Meter Interface	\$950.00	\$808.00	15%	0	0		
T109	Weight Verification	\$0.00	\$0.00		0	0		
Installation Projects								
T4P0	Installation Project	\$700.00	\$595.00	15%	0	0		
T4P1	Install and configure all PB hardware, basic system configuration, totaling up to one day of on-site Installation service --- MINIMUM REQUIRED	\$1,400.00	\$1,190.00	15%	0	0		
T4P2	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 2 days on-site installation service.	\$2,800.00	\$2,380.00	15%	0	0		
T4P3	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 4 days on-site installation service.	\$5,600.00	\$4,760.00	15%	0	0		
T4P4	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 6 days on-site installation service.	\$8,400.00	\$7,140.00	15%	\$ -	\$ -		
T4P5	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 8 days on-site installation service.	\$11,200.00	\$9,520.00	15%	0	0		
T4P6	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 12 days on-site installation service.	\$16,800.00	\$14,280.00	15%	0	0		
T4P7	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 16 days on-site installation service.	\$22,400.00	\$19,040.00	15%	0	0		
T4P8	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 28 days on-site installation service.	\$39,200.00	\$33,320.00	15%	0	0		
T4P9	Includes - Install and configure all PB hardware, basic system configuration, totaling up to 40 days on-site installation service.	\$56,000.00	\$47,600.00	15%	0	0		
Project Management								
T4M1	Ascent Project Management	\$1,400.00	\$1,190.00	15%	0	0		
T4M2	Ascent Project Management	\$2,800.00	\$2,380.00	15%	0	0		
T4M3	Ascent Project Management	\$5,600.00	\$4,760.00	15%	0	0		
T4M5	Ascent Project Management	\$11,200.00	\$9,520.00	15%	0	0		
T4M6	Ascent Project Management	\$16,800.00	\$14,280.00	15%	0	0		
T4M7	Ascent Project Management	\$22,400.00	\$19,040.00	15%	0	0		
Professional Services								
T413	Install Software on Customers PC. Required if installing ASCENT on a cust provided PC. Include one charge per PC.	\$145.00	\$123.00	15%	0	0		
T414	Basic Operator Training - 4 hours On-Site	\$525.00	\$446.00	15%	0	0		
T415	Advanced Operator Training - 4 hours On-Site	\$525.00	\$446.00	15%	0	0		
T427	Consulting Services (Per Day Charge)	\$1,000.00	\$850.00	15%	0	0		
T430	Special Services	\$1,000.00	\$850.00	15%	0	0		
T437	Ascent Live Application Support	\$525.00	\$446.00	15%	0	0		
T434	Integration Client Billing	\$2,600.00	\$2,210.00	15%	0	0		
T2TH	Ongoing Training Support for Ascent (Use program ID: TRAIN2)	20/month	20/month		0	0		
Computers								

WCSA Pricebook

ITEM	Description	Com'l List Price	WCSA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
T124	2.26Ghz Pentium 4 PC Package for Windows 2000	\$2,795.00	\$2,375.00	15%	257	26		
T125	1.8Ghz Celeron PC Package for Windows 2000	\$2,195.00	\$1,865.00	15%	257	26		
Monitors								
T885021	Compaq 17 inch Monitor	\$0.00	\$0.00		0	0		
T885022	Compaq 15 inch Flat Panel Display	\$199.00	\$169.00	15%	0	0		
T885035	Compaq 17 inch Flat Panel Display	\$699.00	\$594.00	15%	0	0		
Scales								
T310	JN75 100 lb. TableTop Scale	\$1,195.00	\$1,015.00	15%	106	11		
T312	JN64 150 lb. RollerTop Scale	\$1,695.00	\$1,440.00	15%	148	16		
T313	JN67 149 lb. RollerTop Scale (California Only)	\$1,695.00	\$1,440.00	15%	150	16		
Printers								
T316	J676 Forms Printer (Airbill, COD, HazMat)	\$1,195.00	\$1,015.00	15%	119	13		
T319	J692 4" Adhesive Label Printer	\$2,195.00	\$1,865.00	15%	201	21		
T321	J624 Laser Printer	\$695.00	\$590.00	15%	86	9		
T322	J645 4" Label Printer	\$995.00	\$845.00	15%	114	12		
Bar Code Scanners								
T320	J776 Non-Contact Programmable Wedge Scanner	\$1,495.00	\$1,270.00	15%	161	17		
T330	ShipRequest Software, Two Dimensional Scanner & Scan Link	\$1,750.00	\$1,487.00	15%	177	18		
T331	ShipRequest Software, Two Dimensional Scanner	\$1,750.00	\$1,487.00	15%	177	18		
T332	J775 Two Dimensional Scanner	\$2,400.00	\$2,040.00	15%	177	18		
T339	Ascent Cordless Scanner	\$2,295.00	\$1,950.00	15%	214	22		
T196003	ShipRequest Multi-Pack (5 CD's)	\$125.00	\$106.00	15%	0	0		
Printer Supplies								
TS14	J693 4" continuous labels	\$260.00	\$221.00	15%	0	0		
TS30	J693 4" Continuous Thermal Direct Labels Supply Case	\$240.00	\$204.00	15%	0	0		
TS31	J645 Continuous Thermal Direct Labels Supply Case	\$140.00	\$119.00	15%	0	0		
TS32	J692 Continuous Thermal Direct Labels Supply Case	\$250.00	\$212.00	15%	0	0		
Accessories								
TS06	Monitor Arm	\$90.00	\$76.00	16%	0	0		
TS20	TranScape Standard System Maintenance Kit	\$26.00	\$22.00	15%	0	0		
TS21	TranScape Premium System Maintenance Kit	\$93.00	\$79.00	15%	0	0		
TS22	Anti Fatigue/Anti Static Mat 3x5	\$140.00	\$119.00	15%	0	0		
TS23	Data Vac	\$83.00	\$70.00	16%	0	0		
TS34	J779 Spare Battery	\$113.00	\$96.00	15%	0	0		
TS39	J779 Holster	\$90.00	\$76.00	16%	0	0		
Miscellaneous								
J796029	Factory Installed PCI Client Network Card - COAX CABLE	\$300.00	\$255.00	15%	0	0		
J796027	Field Installable PCI Client Network Card - COAX CABLE ONLY	\$300.00	\$255.00	15%	0	0		
G396053	Programmable Keyboard	\$160.00	\$136.00	15%	0	0		
G396039	Sales Kit-5250 Protocol Conversion	\$1,350.00	\$1,147.00	15%	0	0		
J796025	Scanner Stand	\$144.00	\$122.00	15%	0	0		
J796030	External Tape Backup - Seagate 20 GB USB Connection	\$595.00	\$505.00	15%	0	0		
T896001	128M DIMM Memory Upgrae Kit	\$275.00	\$233.00	15%	0	0		
T896006	32 MB SDRAM	\$175.00	\$148.00	15%	0	0		
JN96002	Base Mount Display Kit for JN75 Scale	\$160.00	\$136.00	15%	0	0		
JB96002	Base Mount Display Kit for JB64 and JB67 Scales	\$160.00	\$136.00	15%	0	0		

Accounting System

Main Site Hubs/Cables								
Z5E4	3 Port Ethernet Hub	\$265.00	\$225.00	15%	0	0		
Z5E6	15 Port Ethernet Hub	\$625.00	\$531.00	15%	0	0		
Z5C5	25' Cable (Used to connect peripheral to Ethernet Hub)	\$45.00	\$38.00	16%	0	0		
Z5C0	100' Cable (Used to connect peripheral to Ethernet Hub)	\$205.00	\$174.00	15%	0	0		
Z5C2	250 ft. Cable (Used to connect peripheral to Ethernet Hub)	\$310.00	\$263.00	15%	0	0		
Remote Site								
Z5MD	Modem for remote sites	\$1,255.00	\$1,066.00	15%	0	0		
Z5BB	Breakout Box	\$625.00	\$531.00	15%	0	0		
Z5R5	25 ft Cable (Used at remote sites)	\$80.00	\$68.00	15%	0	0		
Z5R0	100 ft. Cable (Used at remote sites)	\$205.00	\$174.00	15%	0	0		
Z5Z7	AccuTrac Single Terminal Remote Site Modem KWIK Kit. (Complete remote site for Single Terminal with Modem and cables.)	\$1,255.00	\$1,066.00	15%	0	0		
Z5Z8	AccuTrac Multi Terminal Remote Site Modem Kit (to hook-up to multiple remote terminals ADS)	\$1,880.00	\$1,598.00	15%	0	0		
Professional Services								
Z5H1	AccuTrac HT Operator Training (up to 4 hours) REQUIRED	\$520.00	\$442.00	15%	0	0		
Z5H3	AccuTrac HT Data Mapping (Provided in 4 hour blocks - to be est. by DTSC)	\$605.00	\$514.00	15%	0	0		
Z5CT	Customer Report Development - Crystal Reports	\$525.00	\$446.00	15%	0	0		

WSCA Pricebook

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Z5RT	Crystal Reports - Training CD	\$160.00	\$136.00	15%	0	0		
SPW9	Upgrade Host to support DM and Infinity Interface	\$6,385.00	\$5,427.00	15%	306	31		
Current Accutrac HT Customers Interface to DM Infinity								
Z5AL	Adding additional Infinity to a Local Site	\$4,750.00	\$4,037.00	15%	318	32		
Z5AR	Adding additional Infinity to a Remote Site	\$4,750.00	\$4,037.00	15%	318	32		
Z565	Replacing 6500 with Infinity	\$895.00	\$760.00	15%	0	0		
DM Series Interface								
Z5DF	DM Series AccuTrac Interface HTv3.0 and above	\$695.00	\$590.00	15%	0	0		
Z5DE	DM Series AccuTrac Interface HTv2.0 and below	\$1,365.00	\$1,160.00	15%	0	0		
Budget Manager								
1FA4/1DB2	Budget Manager / Department Manager Subscription (500 accounts)	95/Month			0	0		
1FA4/1DB2	Budget Manager / Department Manager with Confirmation Services Subscription (500 accounts)	110/Month			0	0		
1FA5/1DB2	Budget Manager / Cost Manager Subscription (1500 accounts)	145/Month			0	0		
1FA5/1DB2	Budget Manager / Cost Manager with Confirmation Services subscription (1500 accounts)	160/Month			0	0		
1FA7/1D00	Intelliview Subscription	30/Month			0	0		
SPMK	Budget Manager Installation Kit (required)	\$275.00	\$233.00	15%	0	0		
SPPX	Budget Manager Upgrade for current DM users (Post Sale)	\$385.00	\$327.00	15%	0	0		
SFTV	Intelliview Installation Kit (required)	\$275.00	\$233.00	15%	0	0		
Smart Services								
Z5TR	Advanced Operator Training - up to 2 operators for 2 hours on-site - single session.	\$310.00	\$263.00	15%	0	0		
Business Manager								
Core Solution								
BM50	Business Manager Host Workstation	\$17,395.00	\$14,785.00	15%	816	82	510	48
BM5G	Government Package - Includes Host Package and High Volume Report Printer	\$18,520.00	\$15,742.00	15%	940	94	510	48
Site Options								
BMX1	Business Manager to IntelliLink Interface	\$3,850.00	\$3,272.00	15%	0	0		
BM40	PC Data Collection Workstation (for Non-DM Series Mailing Systems)	\$4,795.00	\$4,075.00	15%	488	49	190	18
BMAS	Package Manager Interface to Business Manager	\$695.00	\$590.00	15%	0	0		
Administrative Options								
BM52	Business Manager Remote Workstation	\$5,895.00	\$5,010.00	15%	816	82	510	48
BM60	Business Manager Administrative Workstation	\$3,250.00	\$2,762.00	15%	815	81	190	18
BM61	Business Manager Reporting Workstation	\$3,250.00	\$2,762.00	15%	815	81	190	18
General Options								
BM43	High Volume Laser Printer	\$1,360.00	\$1,156.00	15%	125	13		
BM42	Barcode Scanner for PC Data Collector	\$1,495.00	\$1,270.00	15%	225	23		
BM44	Barcode Scanner for Budget Manager and Business Manager	\$1,495.00	\$1,270.00	15%	197	20		
BM41	Receipt Printer	\$1,045.00	\$888.00	15%	114	12		
BMA1	Crystal Reporting (Latest Retail Version)	\$199.00	\$169.00	15%	0	0		
BM45	Monitor Stand	\$450.00	\$382.00	15%	0	0		
Other Options								
BMSW	Upgrade to Business Manager SQL Edition	\$4,255.00	\$3,616.00	15%	0	0		
BMSU	Upgrade to SQL Editions for Current Customers	\$4,895.00	\$4,160.00	15%	0	0		
New Business Manager to DM Infinity								
BM48	Infinity Interface Includes Data Collector	\$4,995.00	\$4,245.00	15%	293	30		
Current Business Managers to DM Infinity								
BM47	New Infinity and Data Collection	\$4,995.00	\$4,245.00	15%	488	49		
BM65	6500 Upgrade to Infinity	\$895.00	\$760.00	15%	0	0		
SIP/SOW Required Options								
Z690000	Ethernet 4 Port Hub	\$265.00	\$225.00	15%	0	0		
Z690001	Ethernet 16 Port Hub	\$625.00	\$531.00	15%	0	0		
Z690003	Ethernet Cable 14 Ft	\$45.00	\$38.00	16%	0	0		
Z690004	Ethernet Cable 25 Ft	\$45.00	\$38.00	16%	0	0		
Z690005	Ethernet Cable 100 Ft	\$205.00	\$174.00	15%	0	0		
Z690006	Ethernet Cable 250 Ft	\$310.00	\$263.00	15%	0	0		
Z690010	Kit, Data Coll to A900/6500 meter (Echoplex)	\$310.00	\$263.00	15%	0	0		
Z690011	Kit, Data Coll to B900 meter	\$310.00	\$263.00	15%	0	0		
Z690012	Kit, Data Coll to Galaxy meter	\$310.00	\$263.00	15%	0	0		
Z690013	Kit, Data Coll to Paragon meter	\$310.00	\$263.00	15%	0	0		
Z690014	Kit, Data Coll to Integra scale	\$105.00	\$89.00	15%	0	0		
Z690017	Kit, J050 Business Manager Extension cable	\$105.00	\$89.00	15%	0	0		
BM01	Paragon Compatibility Upgrade	\$0.00	\$0.00		0	0		
Z690007	Secondary Network Card for Data Transfers	\$195.00	\$165.00	15%	0	0		
Professional Services								
BMH1	Business Manager Operator Training - up to 4 hours	\$520.00	\$442.00	15%	0	0		
BMH2	Accutrac HT Data Migration Services	\$520.00	\$442.00	15%	0	0		
BMH3	Business Manager Data Conversion Services	\$400.00	\$340.00	15%	0	0		
MFP1	Dedicated Installation Support - Level 1	\$1,400.00	\$1,190.00	15%	0	0		
MFP2	Dedicated Installation Support - Level 2	\$2,800.00	\$2,380.00	15%	0	0		
MFP3	Dedicated Installation Support - Level 3	\$5,600.00	\$4,760.00	15%	0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
MFP4	Dedicated Installation Support - Level 4	\$8,400.00	\$7,140.00	15%	0	0		
MFP5	Dedicated Installation Support - Level 5	\$11,200.00	\$9,520.00	15%	0	0		
MFP6	Dedicated Installation Support - Level 6	\$16,800.00	\$14,280.00	15%	0	0		
MFP7	Dedicated Installation Support - Level 7	\$22,400.00	\$19,040.00	15%	0	0		
MFP8	Dedicated Installation Support - Level 8	\$39,200.00	\$33,320.00	15%	0	0		
MFP9	Dedicated Installation Support - Level 9	\$56,000.00	\$47,600.00	15%	0	0		
Addressing								
Smartmailer Software for Windows								
WSM7	SmartMailer 7 for Windows CD Format Includes Main Program and National Postal Coding, Presort, Dup Detect, Art Mania, Envelope Designer Plus	\$995.00	\$845.00	15%	0	0	840	79
WSPR	SmartMailer 7 Premium Edition for Windows DVD Format Includes Main Program and National Postal Coding, Presort, Dup Detect, DPV,ELOT,LACS, Geocoding	\$1,490.00	\$1,266.00	15%	0	0	1585	149
VeriMove Net for SmartMailer 7, SmartMailer 7 Premium Edition								
WMP1	VeriMove Net for 36,000 Records Processed	\$1,745.00	\$1,483.00	15%	0	0		
WMP2	VeriMove Net for 360,000 Records Processed	\$4,095.00	\$3,480.00	15%	0	0		
WMP3	VeriMove Net for 900,000 Records Processed	\$7,155.00	\$6,081.00	15%	0	0		
Smartmailer 7 Software Options								
WSDP	Delivery Point Validation (DPV)	\$99.00	\$84.00	15%	0	0	415	39
WSEL	Enhanced Line of Travel (ELOT)	\$99.00	\$84.00	15%	0	0	415	39
WSU2	Upgrade For Current Customers to SmartMailer 7 Premium	\$79.00	\$67.00	15%	0	0	305	29
964-6	SmartMailer Manuals for Windows (order from supply line)	\$55.00	\$46.00	16%	0	0		
Professional Services - SmartMailer 7 Training for Windows								
WS90	SmartMailer 7 Training	\$865.00	\$735.00	15%	0	0		
WS91	SmartMailer 7 Premium Edition Training	\$995.00	\$845.00	15%	0	0		
WS92	Addressright Pro Training	\$995.00	\$845.00	15%	0	0		
WS93	Mailing Assistant Customization (up to 4 hr)	\$395.00	\$335.00	15%	0	0		
WS80	Installation of PB Software on Customer's PC or upgrading existing PB system.	\$125.00	\$106.00	15%	0	0		
WSMC	Mail Coach Training up to 8 hours, 1-2 Operators	\$995.00	\$845.00	15%	0	0		
WSM4	SmartMailer 7 and Mail Coach Bundle Training, Four Operators	\$2,980.00	\$2,533.00	15%	0	0		
WSM6	SmartMailer 7 and Mail Coach Bundle Training, Six Operators	\$4,470.00	\$3,799.00	15%	0	0		
AddressRight Pro Software								
WSAP	AddressRight Pro Mail Management Software	\$865.00	\$735.00	15%	0	0	1690	159
WSAV	AddressRight Pro w/Postage Reduction Package	\$1,400.00	\$1,190.00	15%	0	0	2330	219
WSAX	AddressRight Pro w/Adress Quality Enhancements	\$1,800.00	\$1,530.00	15%	0	0	3180	299
WSMW	Mixed Weights Feature	\$1,200.00	\$1,020.00	15%	0	0	1050	99
WSPS	Package Services Feature	\$1,200.00	\$1,020.00	15%	0	0	1050	99
WSPA	Palletization Feature	\$2,200.00	\$1,870.00	15%	0	0	1050	99
WSEM	Enhanced Merge/Purge	\$1,200.00	\$1,020.00	15%	0	0	1050	99
WSGC	Geocodes	\$299.00	\$254.00	15%	0	0	945	89
WSLC	Address Conversion System	\$99.00	\$84.00	15%	0	0	305	29
Data Mapping & Integrated Services								
WSP0	Data Mapping and Integration - Half Day	\$700.00	\$595.00	15%	0	0		
WSP1	Data Mapping and Integration - One Day	\$1,400.00	\$1,190.00	15%	0	0		
WSP2	Data Mapping and Integration - Two Days	\$2,800.00	\$2,380.00	15%	0	0		
WSP4	Data Mapping and Integration - Four Days	\$5,600.00	\$4,760.00	15%	0	0		
PB First Document Processing Software								
WPB5	PB First Base License (Includes first 5 applications)	\$300.00	\$255.00	15%	0	0	65	7
PB First for Preformatted Documents								
WPD1	Preformatted Document Option	\$1,200.00	\$1,020.00	15%	0	0	260	25
PB First for Document Formatting								
WDF1	Document Formatting Option	\$1,200.00	\$1,020.00	15%	0	0	260	25
WPCP	Advanced Checking Option	\$2,500.00	\$2,125.00	15%	0	0	175	17
WPDF	PDF Extraction Option	\$1,000.00	\$850.00	15%	0	0		
PB First Software Options								
WPSM	SmartMailer Interface Option	\$1,000.00	\$850.00	15%	0	0	225	22
WPFA	Additional Applications	\$275.00	\$233.00	15%	0	0	55	6
WPPF	Process Verification Software	\$2,500.00	\$2,125.00	15%	0	0	300	29
PB First Professional Integration Services								
WPF1	PB First Integration - Level 1	\$1,400.00	\$1,190.00	15%	0	0		
WPF2	PB First Integration - Level 2	\$2,800.00	\$2,380.00	15%	0	0		
WPF3	PB First Integration - Level 3	\$5,600.00	\$4,760.00	15%	0	0		
WPF4	PB First Integration - Level 4	\$8,400.00	\$7,140.00	15%	0	0		
WPF5	PB First Integration - Level 5	\$11,200.00	\$9,520.00	15%	0	0		
WPF6	PB First Integration - Level 6	\$16,800.00	\$14,280.00	15%	0	0		
WPF7	PB First Integration - Level 7	\$22,400.00	\$19,040.00	15%	0	0		
WPF8	PB First Integration - Level 8	\$39,200.00	\$33,320.00	15%	0	0		
WPF9	PB First Integration - Level 9	\$56,000.00	\$47,600.00	15%	0	0		
PB First Project Management Services								
WPR1	Level 1 Project Management	\$1,250.00	\$1,062.00	15%	0	0		3/29/2007

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
WPR2	Level 2 Project Management	\$5,000.00	\$4,250.00	15%	0	0		
WPR3	Level 3 Project Management	\$5,000.00	\$4,250.00	15%	0	0		
WPR4	Level 4 Project Management	\$7,500.00	\$6,375.00	15%	0	0		
WPR5	Level 5 Project Management	\$10,000.00	\$8,500.00	15%	0	0		
WPR6	Level 6 Project Management	\$15,000.00	\$12,750.00	15%	0	0		
WPR7	Level 7 Project Management	\$20,000.00	\$17,000.00	15%	0	0		
WPR8	Level 8 Project Management	\$35,000.00	\$29,750.00	15%	0	0		
New Addressright Printers & Hardware								
DA9D	DA950e High Performance Fixed Head Printer w/FeedRight Feeder, Stacker, Dryer & Stand	\$24,270.00	\$20,629.00	15%	1246	124		
DA9E	DA950e High Performance Fixed Head Printer w/FeedRight Feeder	\$18,995.00	\$16,145.00	15%	992	99		
DA95	DA950 High Performance Fixed Head Printer	\$16,995.00	\$14,445.00	15%	938	94		
DA9C	DA950 Printer with integrated stacker	\$22,270.00	\$18,929.00	15%	1192	119		
DA40	DA400 Inkjet Printer	\$8,995.00	\$7,645.00	15%	1119	112		
DA55	DA550 High Speed Ink Jet Printer includes W709 Envelope Designer Plus and W685 Clip Art	\$8,495.00	\$7,220.00	15%	1280	127		
DA50	DA500 Black High Speed Ink Jet Printer	\$6,795.00	\$5,775.00	15%	1223	122		
DA30	DA300 Envelope Printer	\$4,995.00	\$4,245.00	15%	729	73		
WP5A	High Speed Laser Printer	\$7,700.00	\$6,545.00	15%	1088	108		
WP5H	High Capacity High Speed Laser Printers	\$9,995.00	\$8,495.00	15%	1088	108		
DA5C	DA50S Envelope Address Printer Black & White	\$7,270.00	\$6,180.00	15%	1264	77		
DA5S	D55S Envelope Address Printer: Color	\$9,090.00	\$7,727.00	15%	1334	132		
DA7C	DA70S High Speed Envelope Address Printer Black & White	\$13,905.00	\$11,819.00	15%	1427	101		
DA7S	DA75S High Speed Envelope Address Printer Color	\$16,045.00	\$13,638.00	15%	1547	153		
DAST	Addressright Printer Installation and Training	\$199.00	\$169.00	15%				
New DA Series Options								
DASC	Integrated Stacker w/Dryer and Stand	\$5,275.00	\$4,483.00	15%	255	26		
W823	FeedRight Feeder for DA950	\$5,995.00	\$5,095.00	15%	540	54		
DA98	Integrated Stacker	\$3,425.00	\$2,911.00	15%	159	17		
DA86	High Output Dryer	\$1,725.00	\$1,466.00	15%	96	11		
DA99	Stand for DA980 Stacker	\$825.00	\$701.00	15%	0	0		
DAPT	Advanced AddressRight Printer Training for ALL Printers	\$695.00	\$590.00	15%	0	0		
DATL	Ongoing Training Support for DA300	10/month	10/month					
DATH	Ongoing Training Support for DA400-DA950	20/month	20/month					
Addressright Options & Peripherals								
F790050	Scanner Mounting Kit for High Capacity Sheet Feeder	\$500.00	\$425.00	15%				
F790052	42" Inch Table Extension	\$500.00	\$425.00	15%				
F790051	Optional 2nd Fixed Feed Scanner	\$500.00	\$425.00	15%				
W890072	Stacker Adapter Kit for DA950	\$0.00	\$0.00					
WP40	High Speed Laser Printer-40ppm, Duplex Network Card 3,000 Sheet input Capacity	\$6,995.00	\$5,945.00	15%	342	35		
WP25	Lexmark monochrome Laser Printer - 25 ppm	\$3,895.00	\$3,310.00	15%	0	0		
W350	Tabber (order W760 if stacker is required)	\$4,100.00	\$3,485.00	15%	404	41		
W764	W760 Stacker and Dryer for W700 and W890	\$2,690.00	\$2,286.00	15%	162	17		
W763	W760 Stacker for W700, W770 (Includes printer Interface)	\$1,830.00	\$1,555.00	15%	104	11		
W765	W760 Stacker for W660/W680 Printers	\$1,795.00	\$1,525.00	15%	104	11		
W760	Stacker for Tabber	\$1,775.00	\$1,508.00	15%	104	11		
W853	Ink Dryer sold with W763 Stacker	\$860.00	\$731.00	15%	59	7		
W624	Laser Tray Tag / Label and Report Printer	\$695.00	\$590.00	15%	86	9		
W709	W709 Envelope Designer "Plus" Software for Windows 98/ME	\$370.00	\$314.00	15%	0	0		
J096003	Parallel Cable (10') Included @ N/C with all new printers. (Not compatible with W650 Printer)	\$65.00	\$55.00	15%	0	0		
AddressRight PC's								
W546	Compaq EVO 500 SFF Pentium for Windows XP	\$2,795.00	\$2,375.00	15%	267	27		
W544	Windows 2000 2.0 GHz Intel Celeron PC, 256 MB SDRAM	\$2,195.00	\$1,865.00	15%	273	28		
W406	Compaq 15" Flat Panel	\$199.00	\$169.00	15%	0	0		
W407	Compaq 17" Monitor	\$0.00	\$0.00		0	0		
Supply Paks for Cross Selling								
704-1	Supply pak consists of 3x5 AntiFatigue Mat, Complete Reference to Postal Knowledge, Jet Spray, Cleaning Kit, Tray Tie Straps, CD Storage Case, CD Cleaner, Path Kleen, MultiMedia Cleaning Kit, Phone Wipes, Postal Wall Chart & MultiUse Straps	\$399.00	\$339.00	15%	0	0		
704-2	Supply pak consists of 3x5 AntiFatigue Mat, Complete Reference to Postal Knowledge, Cleaning Kit, Tray Tie Straps, Path Kleen	\$299.00	\$254.00	15%	0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
704-3	Supply pak consists of Zip Code Directory, Cleaning Kit, Tray Tie Straps, CD Storage Case, Path Kleen, CD Cleaner, MultiMedia Cleaning Kit, Phone Wipes, Postal Wall Chart & MultiUse Straps	\$199.00	\$169.00	15%	0	0		
Market Minor Software								
List Analyst Software/Licenses								
MML1	List Analyst Software - with 20 Demographic Variables (1 Year License)	\$11,149.00	\$9,476.00	15%	0	0		
MML2	List Analyst Software - with 150 Demographic Variables (1 Year License)	\$16,699.00	\$14,194.00	15%	0	0		
MML3	List Analyst Software - with 150 Demographic Variables - Income Detail, Consumer Expenditures, Crime Risk, Weather and Quake Data, Business Counts and Health Counts (1 Year License)(1 Year License)	\$27,799.00	\$23,629.00	15%	0	0		
List Analyst Professional Services								
MMTS	List Analyst Technical Support & Maintenance for 1 Year	\$1,999.00	\$1,699.00	15%	0	0		
MMT1	List Analyst - On Site Training	\$6,950.00	\$5,907.00	15%	0	0		
MMT2	List Analyst - Centralized Training - First Participant	\$1,995.00	\$1,695.00	15%	0	0		
MMT3	List Analyst - Centralized Training - Additional Participant	\$995.00	\$845.00	15%	0	0		
MMS1	Travel for List Analyst - On-Site Support - Travel Package - 1 Day	\$1,600.00	\$1,360.00	15%	0	0		
MMS2	Travel for List Analyst - On-Site Support - Travel Package - 2 Days	\$1,800.00	\$1,530.00	15%	0	0		
MMS3	Travel for List Analyst - On-Site Support - Travel Package - 3 Days	\$2,000.00	\$1,700.00	15%	0	0		
MMS4	Travel for List Analyst - On-Site Support - Travel Package - 4 Days	\$2,200.00	\$1,870.00	15%	0	0		
MMS5	Travel for List Analyst - On-Site Support - Travel Package - 5 Days	\$2,400.00	\$2,040.00	15%	0	0		
MMD1	List Analyst Data Integration & On Site Support - 1 Day	\$1,600.00	\$1,360.00	15%	0	0		
MMD2	List Analyst Data Integration & On Site Support - 2 Days	\$3,200.00	\$2,720.00	15%	0	0		
MMD3	List Analyst Data Integration & On Site Support - 4 Days	\$6,400.00	\$5,440.00	15%	0	0		
MMD4	List Analyst Data Integration & On Site Support - 6 Days	\$9,600.00	\$8,160.00	15%	0	0		
MMD5	List Analyst Data Integration & On Site Support - 8 Days	\$12,800.00	\$10,880.00	15%	0	0		
MMD6	List Analyst Data Integration & On Site Support - 12 Days	\$19,200.00	\$16,320.00	15%	0	0		
MMR1	List Analyst Remote Data Integration Support - 1 Day	\$1,250.00	\$1,062.00	15%	0	0		
MMR2	List Analyst Remote Data Integration Support - 2 Days	\$2,500.00	\$2,125.00	15%	0	0		
MMR3	List Analyst Remote Data Integration Support - 4 Days	\$5,000.00	\$4,250.00	15%	0	0		
MMR4	List Analyst Remote Data Integration Support - 6 Days	\$7,500.00	\$6,375.00	15%	0	0		
MMR5	List Analyst Remote Data Integration Support - 8 Days	\$10,000.00	\$8,500.00	15%	0	0		
MMR6	List Analyst Remote Data Integration Support - 12 Days	\$15,000.00	\$12,750.00	15%	0	0		
Documatch								
H54D	Standard System: Includes Basic System Config. plus 2 Cut Sheet Feeders, Sealer Duplex Module	\$65,200.00	\$55,420.00	15%	9358	926		
H54Z	Standard System w/Network Card & Duplexing	\$66,900.00	\$56,865.00	15%	9358	926		
H56D	High Capacity System; Standard with High Capacity Feeder and 2nd Stacker with Duplexing	\$69,600.00	\$59,160.00	15%	9358	926		
H56Z	High Capacity System with Network Card with Duplexing	\$71,300.00	\$60,605.00	15%	9358	926		
Accessories								
H5S1	DocuMatch Training	\$495.00	\$420.00	15%	0	0		
H5S3	Documatch Data Mapping	\$695.00	\$590.00	15%	0	0		
H5S4	Documatch System Integration Training	\$995.00	\$845.00	15%	0	0		
H5T0	DocuMatch Integration - Half Day	\$700.00	\$595.00	15%	0	0		
H5T1	DocuMatch Integration - One Day	\$1,400.00	\$1,190.00	15%	0	0		
H5T2	DocuMatch Integration - Two Days	\$2,800.00	\$2,380.00	15%	0	0		
H5T4	DocuMatch Inegration - Four Days	\$5,600.00	\$4,760.00	15%	0	0		
WS90	Smart Mailer Training - does not include data conversion. Up to 2 operators for 4 hours on site Single Session. MANDATORY FOR ALL NEW ORDERS OF SMART MAILER	\$795.00	\$675.00	15%	0	0		
WS80	Installation of PB Software on Customer's PC or upgrading existing PB system	\$125.00	\$106.00	15%	0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly
H5SH	Freight Charge	\$550.00	\$467.00	15%	0	0		
WSMC	Mail Coach Training up to 8 hours, 1-2 Operators	\$995.00	\$845.00	15%	0	0		
W4MC	Mail Coach Travel Surcharge - (Required for trips outside 75 miles from DistrictOffice)	\$495.00	\$420.00	15%	0	0		

Folders & Inserters

DI200 OfficeRight Inserting System

DI23	OfficeRight DI23 3 Station (includes installation and training)	\$5,145.00	\$4,373.00	15%	451	45		
DI22	OfficeRight DI22 2 Station (includes installation and training)	\$3,600.00	\$3,060.00	15%	451	45		
DP19	OfficeRight Second Sheet Feeder	\$1,195.00	\$1,015.00	15%	0	0		
F3TL	Ongoing Training Support for DI200 (Use program ID: TRAIN2)	10/month			0	0		

DI380-DI425

DI4F	3 Station DI425 with OMR	\$16,495.00	\$14,020.00	15%	847	84		
DI4G	3 Station DI425 without OMR	\$15,395.00	\$13,085.00	15%	847	84		
DI3A	1 Station DI380 with OMR	\$7,845.00	\$6,668.00	15%	814	81		
DI3B	2 Station DI380 with OMR	\$11,805.00	\$10,034.00	15%	814	81		
DI3C	3 Station DI380 with/ OMR	\$14,845.00	\$12,618.00	15%	814	81		
DI3F	1 Station DI380 without OMR	\$7,345.00	\$6,243.00	15%	814	81		
DI3G	2 Station DI380 without OMR	\$10,995.00	\$9,345.00	15%	814	81		
DI3H	3 Station DI380 without OMR	\$12,620.00	\$10,727.00	15%	814	81		
F37S	Enhanced OMR Option for DI380/DI425	\$1,500.00	\$1,275.00	15%				
F3C1	Installation & Training for DI380/DI425 w/OMR	\$495.00	\$421.00	15%				
F3C2	Mail Run Assistance - 2 Hours for DI380/DI425 w/OMR	\$295.00	\$251.00	15%				
F35B	DI350/DI400 & 3 Series Classic Operator Training	\$195.00	\$166.00	15%				
DITB	DI500/DI600 Install & Operator Training	\$495.00	\$421.00	15%				
DIS4	Enhanced OMR Options for DI400/DI300	\$1,500.00	\$1,275.00	15%				

DI500/DI600 FastPac Inserters

DI64	DI600 4 Station, 2 Sheet Feeders, 2 Insert Feeders	\$19,995.00	\$16,995.00	15%	1470	146		
DI65	DI600 5 Station, 4 Sheet Feeders, 1 Insert Feeder	\$22,495.00	\$19,120.00	15%	1470	146		
DI6A	DI600 4 Station, 2 Sheet Feeders, 2 Insert Feeders, 60" Table with Lock	\$20,495.00	\$17,420.00	15%	1470	146		
DI6B	DI600 4 Station, 2 Sheet Feeders, 2 Insert Feeders, 72" Table with Lock	\$25,495.00	\$21,670.00	15%	1470	146		
DI5A	DI500 3 Station, 2 Sheet Feeders, 1 Insert Feeder, 60" Adjustable Table with Lock	\$19,590.00	\$16,651.00	15%	1470	146		
DI6C	DI600 3 Station, 2 Sheet Feeders, 2 Insert Feeders, 60" Adjustable Table with Lock	\$21,420.00	\$18,207.00	15%	1470	146		
DI6G	DI600 6 Station, w/60" Table (DIT2)	\$25,920.00	\$22,032.00	15%	1470	146		

DI500/DI600 Options

DIMM	Mail Machine Interface for the DM500,DM550,DM800	\$1,495.00	\$1,270.00	15%	0	0		
DIRS	Optiflow Power Stacker	\$1,495.00	\$1,270.00	15%	0	0		
DIT0	OptiFlow Table 72" with Shelf & Locking Doors	\$1,795.00	\$1,525.00	15%	0	0		
DIT1	OptiFlow Table 60" with Shelf & Locking Doors	\$1,595.00	\$1,355.00	15%	0	0		
DIT2	OptiFlow Table 60" with Shelf	\$1,425.00	\$1,211.00	15%	0	0		
DIBE	Belt Stacker no stand, in line	\$2,800.00	\$2,380.00	15%	113	12		
DIBF	Belt Stacker with install to height stand	\$3,295.00	\$2,800.00	15%	113	12		
DIVS	Optiflow Power Stacker	\$1,495.00	\$1,270.00	15%	83	9		
DITA	Power Stacker Install and Operator Training	\$195.00	\$165.00	15%	0	0		
DITC	DI500/DI600 Mail Run Assistance	\$395.00	\$335.00	15%	0	0		

DI500/DI600 OMR Options

DNR1	DI500 OMR Level 1 - Basic	\$1,000.00	\$850.00	15%	0	0		
DNR2	DI500 OMR Level 2 - Advanced	\$2,500.00	\$2,125.00	15%	0	0		
DNR3	DI600 OMR Level 1 - Basic	\$1,250.00	\$1,062.00	15%	0	0		
DNR4	DI600 OMR Level 2 - Advanced	\$3,000.00	\$2,550.00	15%	0	0		
DNR5	OMR Upgrade - Level 1 to 2	\$1,500.00	\$1,275.00	15%	0	0		
DITD	DI500/DI600 OMR Install & Operator Training	\$695.00	\$590.00	15%	0	0		
DIVN	Training for DI500/DI600 OMR Matching Modules	\$395.00	\$336.00	15%				
DIVT	Training for DI500/DI600 OMR Single & Z Fold Selective Feed Module	\$395.00	\$336.00	15%				

DI900/DI950 FastPac Inserting System

DI90	DI900 Inserting System: 2 Drop Stackers and 4 Feeder Tower	\$35,500.00	\$30,175.00	15%	2014	200		
DI91	DI900 Inserting System: 2 Drop Stackers, 2 Feeder Tower and High Capacity Sheet Feeder	\$39,500.00	\$33,575.00	15%	2014	200		
DI95	DI950 Inserting System: 2 Drop Stackers, 4 Feeder Tower and High Capacity Envelop Feeder	\$41,500.00	\$35,275.00	15%	2453	243		
DI96	DI950 Inserting System: 2 Drop Stackers, 2 Feeder Tower, High Capacity Envelop Feeder and High Capacity Sheet Feeder	\$45,500.00	\$38,675.00	15%	2903	288		
DI9A	DI900 Base Inserting System	\$30,000.00	\$25,500.00	15%	2014	200		
DI9B	DI905 Base Inserting System	\$36,000.00	\$30,600.00	15%	2453	243		
DI9G	DI900: 4 feeder tower, 60" table	\$37,950.00	\$32,257.00	15%	2014	200		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
DI9H	DI900: 4 feeder tower, high capacity sheet feeder, 90" table	\$44,700.00	\$37,995.00	15%	2464	245		
DI9J	DI950: feeder tower, high capacity sheet feeder, 90" table	\$50,700.00	\$43,095.00	15%	2903	288		
DI9K	DI900 Standard Package - 4 feeder tower, 60" table, Optiflow Powerstacker and training	\$40,840.00	\$34,714.00	15%	2097	208		
DI9L	DI950 Premium package: 4 feeder tower, high capacity sheet feeder, 90" table w/ extension, Optiflow Belt stacker, scanning software and training	\$64,115.00	\$54,497.00	15%	3203	318		
DI900/DI950 FastPac Options								
F7T2	2 Feeder Tower	\$3,000.00	\$2,550.00	15%	0	0		
F7T4	4 Feeder Tower	\$5,500.00	\$4,675.00	15%	0	0		
F724	2 Fto 4 Feeder Tower Upgrade	\$3,000.00	\$2,550.00	15%	0	0		
F780183	Sheet/Fats Tray	\$200.00	\$170.00	15%	0	0		
F780184	Insert Tray	\$200.00	\$170.00	15%	0	0		
F7HC	High Capacity Sheet Feeder	\$6,500.00	\$5,525.00	15%	450	46		
F700327	Special Feeder Kit	\$250.00	\$212.00	15%	0	0		
DIXT	Exit Transport	\$1,500.00	\$1,275.00	15%	0	0		
F7MM	Mail Machine Interface for DM800i	\$1,000.00	\$850.00	15%	0	0		
F7DI	Bottom Address Inverter Kit	\$695.00	\$590.00	15%	0	0		
DITT	DI900/DI950 Install & Operator Training	\$1,200.00	\$1,020.00	15%	0	0		
DITU	Installation & Training for High Capacity Sheet Feeder	\$380.00	\$323.00	15%	0	0		
DITW	Mail Run Assistance for DI900/DI950	\$334.00	\$283.00	15%	0	0		
DIHS	Non-contact Keyboard wedge scanner	\$1,495.00	\$1,270.00	15%	161	17		
DISV	Pentium 4, 3.06 GHz PC w/Windows XP Professional w/Service Pack 2, 40 GB hard drive	\$2,795.00	\$2,375.00	15%	264	27		
DI900/DI950 FastPac Furniture and Stacker Options								
DITM	Height Adjustable Table, 60" w/Locking Doors	\$2,700.00	\$2,295.00	15%	0	0		
DIT8	Height Adjustable Table, 60" w/o Doors	\$2,450.00	\$2,082.00	15%	0	0		
DIT9	Height Adjustable Table, 90"	\$2,700.00	\$2,295.00	15%	0	0		
F790018	18 inch Table Extension	\$350.00	\$297.00	15%	0	0		
F790019	30 inch Table Extension	\$450.00	\$382.00	15%	0	0		
DIBA	Belt Stacker no stand, in line	\$2,800.00	\$2,380.00	15%	113	12		
DIBB	Belt Stacker with install to height stand	\$3,295.00	\$2,800.00	15%	113	12		
DIBC	Tandem Belt Stacker no stand	\$4,500.00	\$3,825.00	15%	113	12		
DIBD	Tandem Belt Stacker with install to height stand, in line	\$5,000.00	\$4,250.00	15%	113	12		
DIVP	Optiflow power stacker	\$1,495.00	\$1,270.00	15%	83	9		
DITV	Install & Training for Stackers	\$195.00	\$165.00	15%	0	0		
DIBX	Second Stacker for OptiFlow Tandem Belt Stacker	\$0.00	\$0.00		113	12		
DI900/DI950 FastPac Scanning Options								
F7TB	Tower Beam Barcode Scanners w/Basic Integrity OMR Software	\$2,500.00	\$2,125.00	15%	188	20		
F7S1	Enhanced Integrity OMR Software	\$1,500.00	\$1,275.00	15%	0	0		
F7S2	Selective Operations OMR	\$1,500.00	\$1,275.00	15%	0	0		
F7SB	Ladder Barcode Software	\$3,000.00	\$2,550.00	15%	0	0		
F7FS	Fixed Beam Barcode Scanner with Basic Integrity OMR Software for High Capacity Sheet Feeder	\$2,500.00	\$2,125.00	15%	113	12		
F7MS	Moving Beam Barcode Scanner for High Capacity Sheet Feeder	\$3,500.00	\$2,975.00	15%	113	12		
F790010	Scanner Mounting Kit for High Capacity Sheet Feeder	\$500.00	\$425.00	15%	0	0		
DITS	Scanning Installation and Operator Training	\$495.00	\$420.00	15%	0	0		
DI900/DI950 Integrated Document Printing								
F7DP	DI950 Doc Printer B&W with PC	\$19,000.00	\$16,150.00	15%	1958	194		
F7DR	DI950 Doc Printer Color with PC	\$26,000.00	\$22,100.00	15%	2220	219		
F7DS	DI950 Integrated Document Black and White printing solution without PC	\$18,000.00	\$15,300.00	15%	1688	167		
F7DT	DI950 Integrated Document Color Printing Solution without PC	\$25,000.00	\$21,250.00	15%	1950	193		
Folding Machines/Accessories								
DF50	DF500 Electronic Folder	\$4,855.00	\$4,126.00	15%	565	57		
SP6R	DF500 Folder and FD78 Extended Power Stacker	\$5,795.00	\$4,925.00	15%	626	63		
Accessories								
SP6Z	FD48 Power Stacker for FD40 when purchased separately	\$1,245.00	\$1,058.00	15%	61	7		
OfficeRight Folder								
DF10	DF100 OfficeRight Folder	\$340.00	\$289.00	15%	39	5		
Checksigners/Imprinter								
3387	Checksigner Stand (Recommended for 33CS or 3389 Stand-alone and In-line Use)	\$480.00	\$408.00	15%	0	0		
Ergonomic Solutions								
ES11	Category I - Total Square Footage > 2.5K; Employee Population 4 to 10	\$15,000.00	\$12,750.00	15%	0	0		
ES12	Category II - Total Square Footage 2.5-10K; Employee Population 11 to 20	\$24,000.00	\$20,400.00	15%	0	0		
ES13	Category III - Total Square Footage 10-25K; Employee Population 21 to 49	\$34,000.00	\$28,900.00	15%	0	0		

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
ES14	Category IV - Total Square Footage 25-50K; Employee Population 50 to 99	\$46,000.00	\$39,100.00	15%	0	0		
ES15	Category V - Total Square Footage 50K+; Employee Population 100+	\$57,000.00	\$48,450.00	15%	0	0		
ES16	On-Site Employee training	\$1,400.00	\$1,190.00	15%	0	0		
ES17	Ergonomic Program Development	\$3,600.00	\$3,060.00	15%	0	0		
Web Base PB TMS Software Options								
V115	PM3000 Turnkey System - Includes 1 Single User Location License - Requires PC Purchase	\$12,995.00	\$11,045.00	15%	0	0	1054	100
V118	PM3000 Package Solution	\$19,995.00	\$16,995.00	15%	0	0	1054	100
V125	PB TMS Uniprise - Includes 1 Multi-User Location License	\$17,795.00	\$15,125.00	15%	0	0	580	55
V126	PB TMS Uniprise Plus Software Includes 1 Multi-License and 1 Single User License	\$22,900.00	\$19,465.00	15%	0	0	580	55
V127	PB TMS Uniprise Package Solution	\$24,995.00	\$21,245.00	15%	0	0	580	55
V135	PB TMS Enterprise - Includes 2 Multi-User Location Licenses	\$34,995.00	\$29,745.00	15%	0	0	580	55
V12P	Special PB TMS Uniprise Software - Includes 1 Multi-User Location License	\$15,595.00	\$13,255.00	15%	0	0	580	55
V13P	Special PB TMS Enterprise Software - Includes 2 Multi-User Location Licenses	\$28,595.00	\$24,305.00	15%	0	0	580	55
Client License								
V4C1	Client License	\$1,495.00	\$1,270.00	15%	0	0		
Multi-User Location Licenses - Unlimited Users at 1 Location								
V4A1	1 Multi-User Location License	\$3,495.00	\$2,970.00	15%	0	0		
V4AX	10 Multi-User Location Licenses	\$34,950.00	\$29,707.00	15%	0	0		
V4AC	100 Multi-User Location Licenses	\$349,500.00	\$297,075.00	15%	0	0		
Single User Location Licenses - One User at 1 Location								
V4R1	1 Single User Location License	\$795.00	\$675.00	15%	0	0		
V4RX	10 Single User Location Licenses	\$6,950.00	\$5,907.00	15%	0	0		
V4RL	50 Single User Location Licenses	\$29,750.00	\$25,287.00	15%	0	0		
V4RC	100 Single User Location Licenses	\$49,500.00	\$42,075.00	15%	0	0		
Software Options								
V1AC	Street Smart Address Cleansing	\$0.00	\$0.00		0	0		
V1W2	Windows 2000 Hard Drive Image CD	\$350.00	\$297.00	15%	0	0		
V1AF	RDI Feature	\$1,995.00	\$1,695.00	15%	0	0		
V114	eQuery Web Based Query Feature (included with V135)	\$7,995.00	\$6,795.00	15%	0	0		
V137	Microsoft SQL Saerver Runtime License - per processor	\$3,495.00	\$2,970.00	15%	0	0		
V11A	EasyShip Platinum Web Server Software - 1 to 5 Users	\$800.00	\$680.00	15%	0	0	2000	188
V11B	EasyShip Platinum Web Server Software - 6 to 15 Users	\$950.00	\$807.00	15%	0	0	2300	216
V11C	EasyShip Platinum Web Server Software - 16+ Users	\$1,150.00	\$977.00	15%	0	0	2700	254
V11L	EasyShip Platinum Web Client License - per User	\$500.00	\$425.00	15%	0	0	3575	31
Professional Service								
V413	Install Software on Customer's PC	\$145.00	\$123.00	15%	0	0		
V416	Special Services	\$1,000.00	\$850.00	15%	0	0		
V427	Consulting Services	\$1,000.00	\$850.00	15%	0	0		
V4E1	Engineering Service	\$1,000.00	\$850.00	15%	0	0		
Installation Project								
V4P1	Installation Project -Up to one day	\$1,400.00	\$1,190.00	15%	0	0		
V4P2	Installation Project -Up to 2 days	\$2,800.00	\$2,380.00	15%	0	0		
V4P3	Installation Project - Up to 4 days	\$5,600.00	\$4,760.00	15%	0	0		
V4P4	Installation Project - Up to 6 days	\$8,400.00	\$7,140.00	15%	0	0		
V4P5	Installation Project - Up to 8 days	\$11,200.00	\$9,520.00	15%	0	0		
V4P6	Installation Project - Up to 12 days	\$16,800.00	\$14,280.00	15%	0	0		
V4P7	Installation Project - Up to 16 days	\$22,400.00	\$19,040.00	15%	0	0		
V4P8	Installation Project - UP to 28 days	\$39,200.00	\$33,320.00	15%	0	0		
V4P9	Installation Project - Up to 40 days	\$56,000.00	\$47,600.00	15%	0	0		
Project Management								
V4M2	Project Management	\$2,800.00	\$2,380.00	15%	0	0		
V4M3	Project Management	\$5,600.00	\$4,760.00	15%	0	0		
V4M5	Project Management	\$11,200.00	\$9,520.00	15%	0	0		
V4M6	Project Management	\$16,800.00	\$14,280.00	15%	0	0		
V4M7	Project Management	\$22,400.00	\$19,040.00	15%	0	0		
Product Training(One Attendee)								
V1YT	System Administrator Classroom Training - 3 Days	\$1,800.00	\$1,530.00	15%	0	0		
V1ET	Shipping Operator On-Site Training - 1 Day	\$1,000.00	\$850.00	15%	0	0		
Travel & Accommodations								

WSCA Pricebook

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V11T	1 Day Travel and Accommodations Package	\$1,500.00	\$1,275.00	15%	0	0		
V12T	2 Day Travel and Accommodations Package	\$1,800.00	\$1,530.00	15%	0	0		
V13T	3 Day Travel and Accommodations Package	\$2,000.00	\$1,700.00	15%	0	0		
V14T	4 Day Travel and Accommodations Package	\$2,200.00	\$1,870.00	15%	0	0		
V15T	5 Day Travel and Accommodations Package	\$2,400.00	\$2,040.00	15%	0	0		
Computers								
V3PC	2.5 Ghz Pentium IV PC package For Windows XP Compaq 512 MB Ram 40 GB Hared Drive CDROM, 17" Monitor, Keyboard, 56k Modem, Compaq 10/100 Lan Card, External USB Adapter, Mouse	\$2,995.00	\$2,545.00	15%	257	26		
V3PD	2.5 Ghz Pentium IV PC package For Windows XP Compaq 512 MB Ram 40 GB Hared Drive CD-RW, Flat Panel Monitor, Keyboard, 56k Modem, Compaq 10/100 Lan Card, External USB Adapter, Mouse	\$3,195.00	\$2,715.00	15%	257	26		
Printers								
V316	J676 Forms Printer (Airbill, COD Hazmat Bill of Lading, etc)	\$1,195.00	\$1,015.00	15%	119	13		
V319	J693 High Speed Label Printer - Includes 4" continous labels	\$2,195.00	\$1,865.00	15%	201	21		
V321	1E05 Laser Printer	\$695.00	\$590.00	15%	86	9		
V322	1E03 4 in Adhesive Label Printer	\$995.00	\$845.00	15%	114	12		
TS14	J693 Continuous Labels Supply - Case	\$260.00	\$221.00	15%	0	0		
TS02	J692/J69D Continuous Label Supply - Case	\$290.00	\$246.00	15%	0	0		
Scales								
V310	JB75 100lb. Tabletop Scale	\$1,195.00	\$1,015.00	15%	106	11		
V312	JB64 150lb. Rollertop Scale	\$1,695.00	\$1,440.00	15%	148	16		
V313	JB67 149lb. Rollertop Scale (California)	\$1,695.00	\$1,440.00	15%	150	16		
JN96002	Base Mount Display Kit for JB75 Scale	\$160.00	\$136.00	15%	0	0		
JN96004	Base Mount Display Kit for JB64 or JB67 Scale	\$160.00	\$136.00	15%	0	0		
Scanners								
V320	J776 Noncontact Programmable Wedge Scanner	\$1,495.00	\$1,270.00	15%	161	17		
V339	J779 Cordless Wedge Scanner	\$2,295.00	\$1,950.00	15%	214	22		
TS34	Spare Battery for J779 Cordless Wedge Scanner	\$113.00	\$96.00	15%	0	0		
J796025	Scanner Stand	\$144.00	\$122.00	15%	0	0		
Miscellaneous								
V3PL	Laptop PC	\$2,995.00	\$2,545.00	15%	257	26		
G396053	Programmable Keyboard	\$160.00	\$136.00	15%	0	0		
J796030	External Tape Backup - Seagate 20 GB	\$595.00	\$505.00	15%	0	0		
T896006	128M DIMM Memory Upgrade Kit	\$175.00	\$148.00	15%	0	0		
Uniprise/PM3000 Express Carrier/Contract Rates								
V200	UPS Bundle, UPS Online Plus Electronic Manifesting, UPS Worldwide Express/Expedited Services, Ups Standard Manifest Rates	\$0.00	\$0.00		0	0		
V251	UPS Contract Rates	\$1,200.00	\$1,020.00	15%	0	0		
V210	USPS Rates Bundle (Postage Meter), Domestic Rates	\$0.00	\$0.00		0	0		
V262	USPS Manifest Rate Bundle - Requires USPS Approval	\$2,995.00	\$2,545.00	15%	0	0		
V424	USPS Delivery Confirmation Setup and Commissioning	\$495.00	\$420.00	15%	0	0		
V294	FedEx Ship Manager Server	\$0.00	\$0.00		0	0		
V281	Airborne Customer Linkage	\$0.00	\$0.00		0	0		
V291	DHL Plus	\$2,995.00	\$2,545.00	15%	0	0		
Enterprise Contract Package / Express Carrier Rates								
V251	UPS Contract Rates	\$1,200.00	\$1,020.00	15%	0	0		
V293	FedEx SMS - first Origin Zip	\$2,995.00	\$2,545.00	15%	0	0		
V893	FedEx SMS Additional Origin Zip	\$0.00	\$0.00		0	0		
V280	Airborne Customer Linkage - First Origin Zip	\$2,995.00	\$2,545.00	15%	0	0		
V880	Airborne Customer Linkage - Additional Origin Zip	\$0.00	\$0.00		0	0		
V291	DHL Plus	\$2,995.00	\$2,545.00	15%	0	0		
Customer Package / Express Carrier Rates								
V340	Customer Package/Express Rates	\$1,500.00	\$1,275.00	15%	0	0		
LTL Location License 1 Per Processing Site Required								
V3LL	LTL Location License	\$1,000.00	\$850.00	15%	0	0		
All Points Less-than-Truckload (LTL) Carrier Rates								
V3A0	AAA Cooper	\$400.00	\$340.00	15%	0	0		
V3A1	ABF Freight Systems	\$400.00	\$340.00	15%	0	0		
V3AD	Averitt Express	\$400.00	\$340.00	15%	0	0		
V3B0	Bullet Freight Lines	\$400.00	\$340.00	15%	0	0		
V3C4	Central Freight	\$400.00	\$340.00	15%	0	0		
V3C5	Central Transport	\$400.00	\$340.00	15%	0	0		
V3C9	Clipper Express	\$400.00	\$340.00	15%	0	0		
V3CH	Cusom Transport	\$400.00	\$340.00	15%	0	0		
V3D0	Dawes Transport	\$400.00	\$340.00	15%	0	0		
V3D2	Daylight	\$400.00	\$340.00	15%	0	0		
V3D3	Dayton Freight	\$400.00	\$340.00	15%	0	0		
V3E0	Estes Express	\$400.00	\$340.00	15%	0	0		
V3A4	American Freightways	\$400.00	\$340.00	15%	0	0		

WSCA Pricebook

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V3V0	Viking - Interstate	\$400.00	\$340.00	15%	0	0		
V3F0	Frames Motor Express	\$400.00	\$340.00	15%	0	0		
V3G0	G I Trucking	\$400.00	\$340.00	15%	0	0		
V3H0	Hercules Forwarding	\$400.00	\$340.00	15%	0	0		
V3H4	Howards Express	\$400.00	\$340.00	15%	0	0		
V3HM	Interstate Carrier Express	\$400.00	\$340.00	15%	0	0		
V3HN	Interstate Consolidation	\$400.00	\$340.00	15%	0	0		
V3J0	Jevic Transportation	\$400.00	\$340.00	15%	0	0		
V3L0	Lakeville Motor Express	\$400.00	\$340.00	15%	0	0		
V3M0	Milan Express	\$400.00	\$340.00	15%	0	0		
V3M1	Motor Cargo	\$400.00	\$340.00	15%	0	0		
V3N1	New England Motor Freight	\$400.00	\$340.00	15%	0	0		
All Points LTL Rates for a Remote Origin								
V9A0	AAA Cooper	\$250.00	\$212.00	15%	0	0		
V9A1	ABF Freight Systems	\$250.00	\$212.00	15%	0	0		
V9AD	Averitt Express	\$250.00	\$212.00	15%	0	0		
V9B0	Bullet Freight Lines	\$250.00	\$212.00	15%	0	0		
V9C4	Central Freight	\$250.00	\$212.00	15%	0	0		
V9C5	Central Transport	\$250.00	\$212.00	15%	0	0		
V9C9	Clipper Express	\$250.00	\$212.00	15%	0	0		
V9CH	Cusom Transport	\$250.00	\$212.00	15%	0	0		
V9D0	Dawes Transport	\$250.00	\$212.00	15%	0	0		
V9D2	Daylight	\$250.00	\$212.00	15%	0	0		
V9D9	Dayton Freight	\$250.00	\$212.00	15%	0	0		
V9E0	Estes Express	\$250.00	\$212.00	15%	0	0		
V9A4	American Freightways	\$250.00	\$212.00	15%	0	0		
V9V0	Viking - Interstate	\$250.00	\$212.00	15%	0	0		
V9F0	Frames Motor Express	\$250.00	\$212.00	15%	0	0		
V9G0	G I Trucking	\$250.00	\$212.00	15%	0	0		
V9H0	Hercules Forwarding	\$250.00	\$212.00	15%	0	0		
V9H4	Howards Express	\$250.00	\$212.00	15%	0	0		
V9HM	Interstate Carrier Express	\$250.00	\$212.00	15%	0	0		
V9HN	Interstate Consolidation	\$250.00	\$212.00	15%	0	0		
V9J0	Jevic Transportation	\$250.00	\$212.00	15%	0	0		
V9L0	Lakeville Motor Express	\$250.00	\$212.00	15%	0	0		
V9M0	Milan Express	\$250.00	\$212.00	15%	0	0		
V9M1	Motor Cargo	\$250.00	\$212.00	15%	0	0		
V9N1	New England Motor Freight	\$250.00	\$212.00	15%	0	0		
Single Origin Less Than Truckload								
V3C7	Chris Truck Line	\$400.00	\$340.00	15%	0	0		
V3CA	Con-Way Central	\$400.00	\$340.00	15%	0	0		
V3CB	Con-Way Southern	\$400.00	\$340.00	15%	0	0		
V3CC	Con-Way Western	\$400.00	\$340.00	15%	0	0		
V3K0	K & R Delivery	\$400.00	\$340.00	15%	0	0		
V3R3	Roadway to Canada	\$400.00	\$340.00	15%	0	0		
Remote Origin for Single Origin LTL Carrier Rates								
V9C7	Chris Truck Line	\$250.00	\$212.00	15%	0	0		
V9CA	Con-Way Central	\$250.00	\$212.00	15%	0	0		
V9CB	Con-Way Southern	\$250.00	\$212.00	15%	0	0		
V9CC	Con-Way Western	\$250.00	\$212.00	15%	0	0		
V9K0	K & R Delivery	\$250.00	\$212.00	15%	0	0		
V9R3	Roadway to Canada	\$250.00	\$212.00	15%	0	0		
Custom LTL Carrier Rates - Requires Pre-Approval								
V341	Custom LTL Rates	\$1,500.00	\$1,275.00	15%	0	0		
V342	Custom Truckload (TL) Rates	\$750.00	\$637.00	15%	0	0		
V34Z	Czar Lite	\$1,500.00	\$1,275.00	15%	0	0		
V34X	Custom Routes (per carrier) - Used with V34Z	\$300.00	\$255.00	15%	0	0		
V417	Custom LTL or TL Rates Update	\$495.00	\$420.00	15%	0	0		

SendSuite Solutions

VBMM	Basic Multiple Sites Multiple Users: Must Activate Carries, Add Features, and PC	\$15,995.00	\$13,595.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VBSM	Basic Single Site Multiple User: Must Activate Carries, Add Features, and PC	\$6,995.00	\$5,945.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VBSS	Basic Single Site Single User: Must Activate Carries, Add Features, and PC	\$2,795.00	\$2,375.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VEMM	Extended Multiple Sites Multiple Users: Must Activate Carries, Add Features, and PC	\$26,995.00	\$22,945.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VESM	Extended Single Site Multiple Users: Must Activate Carries, Add Features, and PC	\$13,995.00	\$11,895.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VESS	Extended Single Site Single User: Must Activate Carries, Add Features, and PC	\$10,495.00	\$8,920.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VP13	Install Software on Customer's PC	\$145.00	\$123.00	15%				
VP16	Special Services	\$1,000.00	\$850.00	15%				
VP17	Custom LTL or TL Rates Update	\$1,000.00	\$850.00	15%				
VP1T	1 Day Travel and Accommodations Package	\$1,500.00	\$1,275.00	15%				
VP27	Consulting Services	\$300.00	\$255.00	15%				
VP2T	2 Day Travel and Accommodations Package	\$1,800.00	\$1,530.00	15%				
VP3T	3 Day Travel and Accommodations Package	\$2,000.00	\$1,700.00	15%				
VP4T	4 Day Travel and Accommodations Package	\$2,200.00	\$1,870.00	15%				
VP5T	5 Day Travel and Accommodations Package	\$2,400.00	\$2,040.00	15%				

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
VPET	System Administrator Classroom Training - 3 Days	\$1,000.00	\$850.00	15%				
VPM2	Project Management	\$2,500.00	\$2,125.00	15%				
VPM3	Project Management	\$5,000.00	\$4,250.00	15%				
VPM5	Project Management	\$10,000.00	\$8,500.00	15%				
VPM6	Project Management	\$15,000.00	\$12,750.00	15%				
VPM7	Project Management	\$20,000.00	\$17,000.00	15%				
VPP1	Installation Project - Up to one day	\$1,200.00	\$1,020.00	15%				
VPP2	Installation Project - Up to 2 days	\$2,500.00	\$2,125.00	15%				
VPP3	Installation Project - Up to 4 days	\$5,000.00	\$4,250.00	15%				
VPP4	Installation Project - Up to 6 days	\$7,500.00	\$6,375.00	15%				
VPP5	Installation Project - Up to 8 days	\$10,000.00	\$8,500.00	15%				
VPP6	Installation Project - Up to 12 days	\$15,000.00	\$12,750.00	15%				
VPP7	Installation Project - Up to 16 days	\$20,000.00	\$17,000.00	15%				
VPP8	Installation Project - Up to 28 days	\$35,000.00	\$29,750.00	15%				
VPP9	Installation Project - Up to 40 days	\$50,000.00	\$42,500.00	15%				
VPYT	Shipping Operator On-Site Training - 1 Day	\$1,800.00	\$1,530.00	15%				
VS1A	EasyShip Platinum Web Server Software - 1 to 5 Users	\$800.00	\$680.00	15%				
VS1B	EasyShip Platinum Web Server Software - 6 to 15 Users	\$950.00	\$807.00	15%				
VS1C	EasyShip Platinum Web Server Software - 16+ Users	\$1,150.00	\$977.00	15%				
VS1L	EasyShip Platinum Web Client License - per User	\$500.00	\$425.00	15%				
VSCC	Custom Carrier Enable	\$250.00	\$212.00	15%				
VSCP	PB Built Custom Carrier	\$1,250.00	\$1,062.00	15%				
VSDB	DHL Activation	\$495.00	\$420.00	15%				
VSDM	DHL Activation	\$2,995.00	\$2,545.00	15%				
VSDS	DHL Activation	\$995.00	\$845.00	15%				
VSEM	Email Notification	\$0.00	\$0.00				CUSTOM QUOTE	CUSTOM QUOTE
VSFB	FedEx Activation	\$495.00	\$420.00	15%				
VSFM	FedEx Activation	\$2,995.00	\$2,545.00	15%				
VSFS	FedEx Activation	\$995.00	\$845.00	15%				
VSLL	LTL LOCATION LICENSE	\$1,000.00	\$850.00	15%				
VSM1	Add 1 Multiple User Location License	\$795.00	\$675.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSMC	Add 100 Multiple User Location License	\$49,500.00	\$42,075.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSM L	Add 50 Multiple User Location License	\$29,750.00	\$25,287.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSM T	Software Meter Interface	\$295.00	\$250.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSM X	Add 10 Multiple User Location License	\$6,950.00	\$5,907.00	15%				
VSPB	USPS Activation	\$495.00	\$420.00	15%				
VSP P	USPS Internet Postage	\$1,495.00	\$1,270.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSP S	USPS Activation	\$995.00	\$845.00	15%				
VSR1	Singe Site RDI Feature	\$795.00	\$675.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSR2	Multiple Site RDI Feature	\$1,495.00	\$1,270.00	15%				
VSS1	Add 1 Single User Location License	\$795.00	\$675.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSSC	Add 100 Single User Location License	\$49,500.00	\$42,075.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSSL	Add 50 Single User Location License	\$29,750.00	\$25,287.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSSX	Add 10 Singe User Location License	\$6,950.00	\$5,907.00	15%			CUSTOM QUOTE	CUSTOM QUOTE
VSDP	Send suite Desktop Base System License	\$4,995.00	\$4,246.00	15%				
VSDE	SendSuite Desktop Software	\$8,295.00	\$7,051.00	15%			599	57
VSDL	Site License for Send suite Desktop Software	\$1,650.00	\$1,403.00	15%				
VPCT	Send suite Desktop On-Site Training -Full Day	\$1,000.00	\$850.00	15%				
VPDT	SendSuite Desktop On-Site Training - Half Day	\$700.00	\$595.00	15%				
Site Licenses for Limited Users Item Codes								
VSK1	1 Site License for Limited Users (up to 20 per License)	\$200.00	\$170.00	15%				
VSKX	10 Site License for Limited Users (up to 20 per License)	\$1,750.00	\$1,488.00	15%				
VSKL	50 Site License for Limited Users (up to 20 per License)	\$7,500.00	\$6,375.00	15%				
VSKC	100 Site License for Limited Users (up to 20 per License)	\$12,500.00	\$10,625.00	15%				
Site Licenses for Unlimited Users								
VSN1	1 Site License for Unlimited Users	\$2,500.00	\$2,125.00	15%				
VSNX	10 Site License for Unlimited Users	\$22,000.00	\$18,700.00	15%				
VSNL	50 Site License for Unlimited Users	\$94,000.00	\$79,900.00	15%				
VSNC	100 Site License for Unlimited Users	\$156,000.00	\$132,600.00	15%				
VSUS	UPS Activation	\$995.00	\$845.00	15%				
VTA0	AAA COOPER	\$400.00	\$340.00	15%				
VTA1	ABF FREIGHT SYSTEM	\$400.00	\$340.00	15%				
VTAD	AVERITT EXPRESS	\$400.00	\$340.00	15%				
VTB0	BULLET FREIGHT SYSTEMS	\$400.00	\$340.00	15%				
VTC4	CENTRAL FREIGHT LINES	\$400.00	\$340.00	15%				

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
VTCA	CON-WAY CENTRAL	\$400.00	\$340.00	15%				
VTGB	CON-WAY SOUTHERN	\$400.00	\$340.00	15%				
VTCC	CON-WAY WESTERN	\$400.00	\$340.00	15%				
VTCH	CUSTOM TRANSPORT COMPANIES	\$400.00	\$340.00	15%				
VTDO	DAWES TRANSPORT	\$400.00	\$340.00	15%				
VTD2	DAYLIGHT	\$400.00	\$340.00	15%				
VTD3	DAYTON FREIGHT	\$400.00	\$340.00	15%				
VTE0	ESTES EXPRESS	\$400.00	\$340.00	15%				
VTF1	FEDEX FREIGHT EAST	\$400.00	\$340.00	15%				
VTF2	FRAMES MOTOR EXPRESS	\$400.00	\$340.00	15%				
VTH4	HOWARDS EXPRESS	\$400.00	\$340.00	15%				
VTHM	INTERSTATE CARRIER EXPRESS	\$400.00	\$340.00	15%				
VTJ0	JEVIC TRANSPORTATION	\$400.00	\$340.00	15%				
VTK0	K & R DELIVERY	\$400.00	\$340.00	15%				
VTLO	LAKEVILLE MOTOR EXPRESS	\$400.00	\$340.00	15%				
VTM0	MILAN EXPRESS	\$400.00	\$340.00	15%				
VTM1	MOTOR CARGO	\$400.00	\$340.00	15%				
VTN1	NEW ENGLAND MOTOR FREIGHT	\$400.00	\$340.00	15%				
VTN2	NEW PENN	\$400.00	\$340.00	15%				
VTNM	OAK HARBOR	\$400.00	\$340.00	15%				
VTNP	OLD DOMINION	\$400.00	\$340.00	15%				
VTNS	OVERNITE	\$400.00	\$340.00	15%				
VTP0	PITT OHIO	\$400.00	\$340.00	15%				
VTP1	PJAX	\$400.00	\$340.00	15%				
VTR1	ROADRUNNER FREIGHT SYSTEMS	\$400.00	\$340.00	15%				
VTR2	ROADWAY	\$400.00	\$340.00	15%				
VTR3	ROADWAY TO CANADA	\$400.00	\$340.00	15%				
VTS0	SAIA MOTOR FREIGHT	\$400.00	\$340.00	15%				
VTS3	SOUTHEASTERN FREIGHT	\$400.00	\$340.00	15%				
VTS5	SOUTHWESTERN MOTOR TRANSPORT	\$400.00	\$340.00	15%				
VTS6	SUPER TRANSPORT	\$400.00	\$340.00	15%				
VTS7	SUPER VAN	\$400.00	\$340.00	15%				
VTU0	USF BESTWAY	\$400.00	\$340.00	15%				
VTU1	USF DUGAN	\$400.00	\$340.00	15%				
VTU2	USF HOLLAND	\$400.00	\$340.00	15%				
VTU4	USF REDDAWAY	\$400.00	\$340.00	15%				
VTV2	VOLUNTEER EXPRESS	\$400.00	\$340.00	15%				
VTV3	VITRAN EXPRESS	\$400.00	\$340.00	15%				
VTW0	WARD TRUCKING	\$400.00	\$340.00	15%				
VTW1	WATKINS MOTOR LINES	\$400.00	\$340.00	15%				
VTW2	WILSON	\$400.00	\$340.00	15%				
VTY0	YELLOW FREIGHT	\$400.00	\$340.00	15%				
VTY1	YELLOW FREIGHT TO CANADA	\$400.00	\$340.00	15%				
VTZ1	Custom LTL Rates	\$1,500.00	\$1,275.00	15%				
VTZ2	Custom Truckload (TL) Rates	\$750.00	\$637.00	15%				
VTZX	Custom Routes (per carrier) - Used with VT22 Czar LITE	\$300.00	\$255.00	15%				
VTZZ	Czar LITE	\$1,500.00	\$1,275.00	15%				
VUA0	AAA COOPER	\$250.00	\$212.00	15%				
VUA1	ABF FREIGHT SYSTEM	\$250.00	\$212.00	15%				
VUAD	AVERITT EXPRESS	\$250.00	\$212.00	15%				
VUB0	BULLET FREIGHT SYSTEMS	\$250.00	\$212.00	15%				
VUC4	CENTRAL FREIGHT LINES	\$250.00	\$212.00	15%				
VUCA	CON-WAY CENTRAL	\$250.00	\$212.00	15%				
VUCB	CON-WAY SOUTHERN	\$250.00	\$212.00	15%				
VUCC	CON-WAY WESTERN	\$250.00	\$212.00	15%				
VUCH	CUSTOM TRANSPORT COMPANIES	\$250.00	\$212.00	15%				
VUD0	DAWES TRANSPORT	\$250.00	\$212.00	15%				
VUD2	DAYLIGHT	\$250.00	\$212.00	15%				
VUD3	DAYTON FREIGHT	\$250.00	\$212.00	15%				
VUE0	ESTES EXPRESS	\$250.00	\$212.00	15%				
VUF1	FEDEX FREIGHT WEST	\$250.00	\$212.00	15%				
VUF2	FRAMES MOTOR EXPRESS	\$250.00	\$212.00	15%				
VUH4	HOWARDS EXPRESS	\$250.00	\$212.00	15%				
VUHM	INTERSTATE CARRIER EXPRESS	\$250.00	\$212.00	15%				
VUJ0	JEVIC TRANSPORTATION	\$250.00	\$212.00	15%				
VUL0	LAKEVILLE MOTOR EXPRESS	\$250.00	\$212.00	15%				
VUM0	MILAN EXPRESS	\$250.00	\$212.00	15%				
VUM1	MOTOR CARGO	\$250.00	\$212.00	15%				
VUN1	NEW ENGLAND MOTOR FREIGHT	\$250.00	\$212.00	15%				
VUN2	NEW PENN	\$250.00	\$212.00	15%				
VUNM	OAK HARBOR	\$250.00	\$212.00	15%				
VUNP	OLD DOMINION	\$250.00	\$212.00	15%				
VUNS	OVERNITE	\$250.00	\$212.00	15%				
VUP0	PITT OHIO	\$250.00	\$212.00	15%				
VUP1	PJAX	\$250.00	\$212.00	15%				
VUR1	ROADRUNNER FREIGHT SYSTEMS	\$250.00	\$212.00	15%				
VUR2	ROADWAY	\$250.00	\$212.00	15%				
VUR3	ROADWAY TO CANADA	\$250.00	\$212.00	15%				
VUS0	SAIA MOTOR FREIGHT	\$250.00	\$212.00	15%				

WSCA Pricebook

ITEM	Description	Com'l List Price	WSCA EX Price	new proposed discount	Annual EMA Yr 2-5	Leased EMA Monthly Yr 2-5	Annual SMA Yr 2-5	Leased SMA Monthly Yr 2-5
VUS3	SOUTHEASTERN FREIGHT	\$250.00	\$212.00	15%				
VUS5	SOUTHWESTERN MOTOR TRANSPORT	\$250.00	\$212.00	15%				
VUS6	SUPER TRANSPORT	\$250.00	\$212.00	15%				
VUS7	SUPER VAN	\$250.00	\$212.00	15%				
VUU0	USF BESTWAY	\$250.00	\$212.00	15%				
VUU1	USF DUGAN	\$250.00	\$212.00	15%				
VUU2	USF HOLLAND	\$250.00	\$212.00	15%				
VUU4	USF REDDAWAY	\$250.00	\$212.00	15%				
VUV2	VOLUNTEER EXPRESS	\$250.00	\$212.00	15%				
VUV3	VITRAN EXPRESS	\$250.00	\$212.00	15%				
VUW0	WARD TRUCKING	\$250.00	\$212.00	15%				
VUW1	WATKINS MOTOR LINES	\$250.00	\$212.00	15%				
VUW2	WILSON	\$250.00	\$212.00	15%				
VUY0	YELLOW FREIGHT	\$250.00	\$212.00	15%				
VUY1	YELLOW FREIGHT TO CANADA	\$250.00	\$212.00	15%				

High Volume Mailing Systems for Production Inserters

R751	DM16K (Non-PB System Upgrade)	\$23,219.35	\$15,801.00	32%
R752	DM16K (PB System Upgrade)	\$23,219.35	\$15,801.00	32%
R761	DM16K (New System Placements)	\$23,219.35	\$15,801.00	32%
R763	DM22KR Reset-on-the-Fly™ (New PB System)	\$39,993.55	\$30,600.00	23%
R76X	B&H Modular Output Kit	\$645.16	\$453.75	30%
R770	DM Infinity Non-PB System Installation	\$645.16	\$453.75	30%
R77H	Seal Only Head	\$1,451.61	\$1,020.94	30%
R77W	B&H Integrated Output Kit	\$1,612.90	\$1,134.38	30%
R77Y	DM Infinity Series Roll-Up Module	\$122,580.65	\$96,977.00	21%
R77Z	DM Infinity Stand - Non PB Systems	\$645.16	\$453.75	30%

Meters For High volume Inserter Mailing System

1A0T	Commercial Meter	84.00/month	9.50 reset charge
1AGT	DOL Penalty Meter	73.34/month	9.50 reset charge

Pitney Bowes Inc.

Supply Offering – WSCA Contract# EPS050076-A2-2

Effective: April 1, 2007

Agencies (each referred to as a “Participating Agency”) eligible to acquire Pitney Bowes Mailing Equipment under WSCA Contract EPS050076-A2-2 (as amended from time to time, “EPS050076-A2-2”) will have the option to acquire consumable supplies pertaining to such Equipment at a 15% discount off the current commercial list at the time of the order, subject to the applicable terms and conditions set forth herein.

How to Order:

The hours of Operation for the Pitney Bowes Supply Line are Monday- Friday (except Holidays) 8am – 8pm, EST.

There are two methods to place an order:

- a) Call the Pitney Bowes Supply Line at 1-800-243-7824
 - Provide the agent with your 11 digit Customer Number or your phone number

- b) Use the Pitney Bowes’ on-line store at: <https://www.pb.com/supplies>
 - Login to My Account
 - New Users will need to Register
 - i. Requires your 11 digit Customer Number
 - Or
 - ii. Requires Model and Serial Number of Equipment
 - Existing Users will enter with your user name and password

Discount off commercial list price:

Agencies will receive a 15% discount off the current commercial list at the time of the order for consumable supplies pertaining to Equipment offered under this Contract.

When Agencies purchase supplies from the on-line store the discount will be applied at the time of check out.

Delivery:

Orders placed online are shipped via UPS Ground and are guaranteed for delivery within 5-7 business days. If you are in need of faster service, you can choose one of our other delivery options, overnight or second day air shipments (additional shipping & handling charges apply).

Agencies will be solely responsible for the unloading of delivered supplies purchased under this Contract.

Returns:

For purchases of non-consumable supplies, returns are accepted within 90 days of purchase. Consumable supplies may be returned within 90 days of purchase if unused and unopened or defective. After 90 days, but within 1 year, returns will be accepted on any defective items. No returns will be accepted after one (1) year. Please contact the Pitney Bowes Supply Line directly to arrange for a return authorization.

SPECIAL COTERMINOUS LEASE RATES AGREEMENT OPTION FOR SHAPED BASED MODULE EQUIPMENT PURCHASES ONLY

On March 19, 2007 the Governors of the U.S. Postal Services (USPS) approved a price increase for First Class mail, as well as approved the new shaped-base pricing structure. Prices will be in effect May 14, 2007. **Please note: These changes will affect numerous mail processing machines in the participating agencies.**

The current pricing structure for first-class mail is based on weight rather than size. The new structure de-emphasizes weight alone and incorporates weight with length, height, shape, and thickness of the parcel. For instance, a 2 ounce letter will go from \$0.63 to \$0.62, a 2 ounce flat goes from \$0.63 to \$0.82 cents, and a 2 ounce parcel will go from \$0.63 to \$1.20. Other price increases will occur. For instance, the price of a single-piece will go from \$0.39 to \$0.42, while postcards will increase from \$0.24 to \$0.27. For additional information on the rate changes, please visit USPS's website at <http://www.usps.com/ratecase>. Additionally, the attachment "USPS Rate Change 2007" explains the USPS Governors Approval.

For Pitney Bowes Products the Shape Based Rating utilizes our Weigh on the Way (WOW) technology to function. It is not a stand-alone product, therefore we can only offer it on DM products that have WOW capabilities. Please note however, that upgrades to machines are not mandatory. If the customer chooses not to upgrade, the postage will need to be calculated manually.

As a result of the rate change, Pitney Bowes is offering to our current leasing customers the opportunity to enter into a "coterminous lease" for the upgraded equipment for a term consistent with the number of months remaining on an existing lease contract. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease. Invoices will show two separate line items reflecting the machine lease and the new coterminous lease. The new coterminous lease will be subject to the same terms and conditions as the original lease. Below are the co-terminus lease rates for Option A and Option C.

Pitney Bowes Global Financial Services LLC may serve as a sub-contractor under EPS050076-A2-2 and be the financing party under such Lease Agreements.

The pricing plan for the Coterminous Lease Agreement is as follows:

**SPECIAL COTERMINOUS LEASE RATES
FOR SHAPED BASED MODULE EQUIPMENT PURCHASES ONLY**

Existing Lease	Option A	Option C
Term(Months) Remaining:	Rates	Rates
1	1.0073	1.0000
2	0.5055	0.5025
3	0.3382	0.3367
4	0.2546	0.2537
5	0.2044	0.2040
6	0.1710	0.1708
7	0.1471	0.1472
8	0.1292	0.1294
9	0.1152	0.1156
10	0.1041	0.1045
11	0.0949	0.0955
12	0.0873	0.0880
13	0.0809	0.0816
14	0.0754	0.0761
15	0.0706	0.0714
16	0.0665	0.0673
17	0.0628	0.0636
18	0.0595	0.0604
19	0.0566	0.0575
20	0.0539	0.0549
21	0.0515	0.0525
22	0.0494	0.0504
23	0.0474	0.0484
24	0.0456	0.0466
25	0.0439	0.0450
26	0.0424	0.0434
27	0.0410	0.0420
28	0.0396	0.0407
29	0.0384	0.0395
30	0.0372	0.0384
31	0.0362	0.0373
32	0.0352	0.0363
33	0.0342	0.0354
34	0.0333	0.0345
35	0.0325	0.0337
36	0.0317	0.0329
37	0.0309	0.0321
38	0.0302	0.0314
39	0.0296	0.0308
40	0.0289	0.0302
41	0.0283	0.0296
42	0.0277	0.0290
43	0.0272	0.0284
44	0.0267	0.0279
45	0.0262	0.0274
46	0.0257	0.0270
47	0.0252	0.0265
48	0.0248	0.0261
49	0.0244	0.0257
50	0.0240	0.0253
51	0.0236	0.0249
52	0.0232	0.0245
53	0.0228	0.0242
54	0.0225	0.0238
55	0.0222	0.0235

Contract Reference Number: 7490-04
Change Number: 7
Change Effective Date: 08/01/2007

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: **All Using Agencies of the Commonwealth**
Subject: **Mailroom Equipment and Supplies (WSCA)**
Contract Period: **Beginning April 24, 2006 and Ending November 10, 2006, Renewed through November 10, 2007**
Buyer Name: **Jennifer Carr/717-346-7097**

COMMODITY SPECIALIST NAME CHANGE:

The new commodity specialist for this contract is Jennifer Carr, Telephone 717-346-7097.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Reference Number: 7490-04
Change Number : 8
Change Effective Date : 08/15/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG, PA**

For: All using Agencies of the Commonwealth
Subject: Mailing Equipment and Maintenance Contract
Contract Period: Beginning April 24, 2006 and Ending November 10, 2006
Renewed through November 10, 2007
Commodity Specialist Name: Jennifer Carr 717-346-7097

CHANGE SUMMARY:

As of August 15, 2007, all Commonwealth Agencies will be required to utilize the current Equipment Maintenance Contract 4400000631 for all on-going Commonwealth Equipment Maintenance needs.

Agencies will no longer be able to purchase maintenance from this contract without a written waiver from the Bureau of Procurement. This service does not cover leased equipment.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Contract Reference Number: 7490-04
SAP Contract Number: 4600009981, 4600009984, 4600010060
Change Number: 9
Change Effective Date: 11/9/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Mailroom Equipment and Maintenance (WSCA)
Contract Period: Beginning July 1, 2006 and Ending November 8, 2006
(Renewed through November 8, 2008)

Commodity Specialist Name: Jennifer Carr 717-346-7097

CHANGE SUMMARY: In accordance with the Option to Renew the following contractors have mutually agreed to renew this contract for an additional one (1) year beginning November 9, 2007 and ending November 8, 2008.

Hasler-Contract 4600009981

Neopost-Contract 4600010060

Pitney Bowes-Contract 4600009984

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.