⊯ PitneyBowes

Engineering the flow of communication™



Client Management System Document Imaging and RFQ CSE10015

September 9, 2009 Pitney Bowes Inc.

CSE10015 Proposal Table of Contents

SECTION REFERENCE	TAB
Pitney Bowes Offer Letter	1
Signature Pages	2
Specification Response	3
Price Proposal	4
References	5
Terms and Conditions	6
Literature	7



Engineering the flow of communication**

State Of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130
Attn: Roberta Wagner

DATE: September 9, 2009

RE: Request for Quotation: CSE10015

Document Imaging System and a Client Management System

Time of Closing: 1:30 pm, September 9, 2009

Attachments:

Request for Quotation, CSE10015

Document Imaging System and a Client Management System

Pitney Bowes Sales and Maintenance Agreement

LobbyGuard Agreements

iDatix Software License Terms and Conditions

iDatix Software Maintenance Services Terms and Conditions

Dear Ms. Wagner:

Pitney Bowes Inc. ("PBI"), headquarters located at 1 Elmcroft Road, Stamford, CT is pleased to submit the enclosed offer in response to the referenced Request for Quotation, #CSE10015 for Document Imaging System and a Client Management System for the West Virginia Health and Human Resources Child Support Enforcement Pitney Bowes, with a principal office located in South Charleston, West Virginia recognizes the need for the implementation of effective visitor management procedures to ensure adequate security and provide a safe environment.

Pitney Bowes is proud to offer the LobbyGuard® Visitor Management System, as well as our Imaging Workflow System. Attached are the Pitney Bowes Sales and Maintenance Agreement, the LobbyGuard® Agreements, iDatix Software License Terms and Conditions, and the iDatix Software Maintenance Service Terms and Conditions for your review. Pitney Bowes is willing to negotiate in good faith effort the terms and conditions of its Agreements The Agreements are industry standard and are specific to the type of product(s) being offered They are intended to be standalone documents exclusive of the RFQ and RFQ response which are not intended to be licensing documents

Pitney Bowes has partnered nationally with iDatix Corporation, based in Clearwater, FL and in business since 2000, leveraging our sales and support infrastructure with their **Enterprise Content Management** and **Work Process Automation** software. The iSynergy product offered in our solution allows customers to use technology to drive innovation within all segments of their organization, allowing them full control over their document-centric processes. iSynergy empowers customers to innovate by changing the way they create, manage, and distribute information within the enterprise. The Client Management System component of our solution features the LobbyGuard kiosk as the Visitor Management interface. Pitney Bowes is a national distributor of the LobbyGuard kiosk, with LobbyGuard LLC based in Raleigh, NC since its inception in 1999. It provides a robust reporting mechanism, some standard reports are included in the literature section for your review, that satisfies many of the RFQ requirements.

Pitney Bowes has a strong relationship with WV Department of Health and Human Resources, and we additionally support the US Department of Health and Human Services with enterprise solutions. The combination of Pitney Bowes' expertise, the industry-leading iSynergy software application, and the LobbyGuard kiosk, positions us as a strong candidate for consideration in this solicitation. The proposed solution requires minimal customization and we anticipate minimal difficulty in implementation within DHHR.

In addition to the terms set forth in the attachments, Pitney Bowes requires the following clarification to the RFQ.

Page 17, Termination: Pitney Bowes modifies this paragraph by adding the following to the paragraph. "Additionally, since this is a straight sale, the state of WV/Agency will pay for the SMA/SLA in arrears for the 12-month SMA/SLA period and will not be entitled to a refund.

Page 18, Liquidated Damages: "....Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000 per week for failure to meet the mutually agreed upon installation and operational deadlines as defined in the Statement of Work ("SOW"), to be completed by Vendor and the State Agency at Project Initiation. In addition, the failure or delay must be the vendor's sole responsibility. In addition, the failure or delay must be the vendor's sole responsibility.

Pitney Bowes thanks you for the opportunity to respond to this RFQ. Should you have any questions concerning this RFQ, please feel free to contact me via phone, 304-744-1067 or by e-mail at john.barry@pb.com.

Sincerely,

John Barry

Pitney Bowes Inc.

District Director

527 2nd Avenue

South Charleston, WV 25303



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

Req	u	es	t	fo	ľ
Qu					

:	RFQ NUMBER	
	CSE10015	

PAGE	?
1	

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV

ADDRESS CORRESPONDENCE TO ATTENTION OF:

RFQ COPY TYPE NAME/ADDRESS HERE MODZWA 304-558-1649 25301-3703 FREIGHT TERMS FO:8 DATE PRINTED SHIP VIA TERMS OF SALE

BID OPENING DATE	2009	<u> </u>			DID (PENING TIME	01 · 30PM
BID OPENING DATE		39/03/2 VIITY	2009 uop	CAT NO	ITEM NUMBER	UNITARICE	AMOUNT
	***** WANDAT BUREAU	***** ORY PRI OFFICI	E-BID ES OF	***** MEET	**************************************	MENT, PROTNIA 25301	
0001	OPEN E	-	JB FRACT		915-68 ROVIDE DOCUMENT	MAGING/CLIENT	
	SUPPOR IMAGIN ENFORC A CLIE ELECTR WAITIN ATTACH	T SERV G SYST EMENT NT MAN CONICAL G AREA	LL EQUICES TO STATE AGEMENT OF SCIFIC	UIPME TO CR R THE WIDE NT SY ERT S PECIF ATION	MITI BEGIN HPON .	D SUPPORT EATE AND INSTAINSTANT STOMERS TO RIVAL IN THE FICES PER THE AWARD AND	TT
SIGNATURE TITLE	CONTINUO (2 OPEN E ENTITI	UE FOR 2), ONE END CON ES THE MEDIAT FICATIO	A PE (1) TRACT ABIL E NEE	RIOD YEAR TO A ITY I D FOR UST B	OF ONE YEAR, WITH RENEWALS NOTE: LIOW OTHER DHHR O UTILIZE THE COUTHE BCSE, AS DE COMPLETE BY SE	THIS WILL BE AND/OR STATE NTRACT HOWEVE SCRIBED IN THE PTEMBER 30, 20 NOTIONS OF THIS WILL BE AND ADDRESS CHARACTERS AND ADDRESS	R,



ADD ZEL

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

CSE10015

PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF: 88

ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES H CHILD SUPPORT ENFORCEMENT

ROOM 147 350 CAPITOL STREET

CHARLESTON, WV 25301-3703

304-558-1649

SHIP VIA F.O.B. FREIGHT TERMS DATE PRINTED TERMS OF SALE BID OPENING BATE 2009 01:30PM BID OPENING TIME UNIT PRICE LINE QUANTITY ITEM NUMBER AMOUNT NO. THEY ARE UTILIZING STIMULUS DOLLARS FROM THE FEDERAL GOVERNMENT FOR THES ACQUISITION AND THE USE OF THOSE bollars are only available until september 30, 2010 EXHIBIT 3 THIS CONTRACT BECOMES EFFECTIVE ON LIFE OF CONTRACT: AND EXTENDS FOR A PERIOD OF ONE (1) AWARD OF CONTRACT YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS necessary to obtain a new contract or kenew the THE "REASONABLE TIME" PERIOD SHALL DRIGINAL CONTRACT DURING THIS "REASONABL NOT EXCEED TWELVE (12) MONTHS. TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) SUCH RENEWAL SHALL DAYS PRIOR TO THE EXPIRATION DATE BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES Supplied are of an inferior quality or do not conform TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN R: THE DIRECTOR OF PURCHASING MAY SEE REVERSE SIDE FOR TERMS AND CONDITIONS ICLAUSE: TELEPHONE 3047441007 ADDRESS CHANGES TO BE NOTED ABOVE 06044



>mznor

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation CSE10015

CSE10015

3

ADDRESS CORRESPONDENCE TO A TENTION OF

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV

CHARLESTON, WV

25301-3703

304-558-1649

DATE PRINTED TERMS OF SALE SHIP VIA	FO.B.	FREIGHT TEAMS
BID OPENING BATE 2009		2 0 728 f
	PENING TIME . 01	1. 8 0 J. 200 (B. 16. 16. 16. 16. 16. 16. 16. 16. 16. 16
LINE QUANTITY LIOP CAT. ITEM NUMBER	UNIT PRICE	AMOUNT
AUTHORIZE A SPENDING UNIT TO PURCHASE OF MARKET, WITHOUT THE FILING OF A REQUISTIBLE OF A REQUIST OF THE STIMATE, ITEMS SPECIFIED ON THIS CONTINUED AND EMERGENCIES DUE OF CAUSES (INCLUDING BUT NOT LIMITED TO DISPORTATION OR AN UNANTICIPATED INCREASE OF WORK.)	RACT FOR OUNFORESEEN ELAYS IN TRANS- IN THE VOLUME	
QUANTITIES: QUANTITIES LISTED IN THE RAPPROXIMATIONS ONLY, BASED ON ESTIMATE THE STATE SPENDING UNIT IT IS UNDERSTOWN THAT THE CONTRACT SHALL COVER THE QUANTITIES OR LESS THAN THE QUANTITIES.	FOOD AND AGREED FITIES ACTUALLY FITHE CONTRACT, ES SHOWN	
ORDERING PROCEDURE: SPENDING UNIT(S) S WRITTEN STATE CONTRACT ORDER (FORM NUM THE VENDOR FOR COMMODITIES COVERED BY THE ORIGINAL COPY OF THE WV-39 SHALL B VENDOR AS AUTHORIZATION FOR SHIPMENT, MAILED TO THE PURCHASING DIVISION, AND RETAINED BY THE SPENDING UNIT	THIS CONTRACT. E MAILED TO THE A SECOND COPY	
BANKRUPTCY: IN THE EVENT THE VENDOR/C FOR BANKRUPTCY PROTECTION, THE STATE M CONTRACT NULL AND VOID, AND TERMINATE WITHOUT FURTHER CROER	SUCH CONTRACT	
THE TERMS AND CONDITIONS CONTAINED IN SHALL SUPERSEDE ANY AND ALL SUBSEQUENT CONDITIONS WHICH MAY APPEAR ON ANY ATT DOCUMENTS SUCH AS PRICE LISTS, ORDER FAGREEMENTS OR MAINTENANCE AGREEMENTS, ELECTRONIC MEDIUM SUCH AS CD-ROM	ACHED PRINTED ORMS. SALES	
REV 05/26/2009 SEE REVERSE SIDE FOR TERMS AND CON	IDITIONS DATE	0/2/03
SIGNATURE Jung har TELEPHONE	799/00/	12/04
TILE PHETMIS DIR EN DUDYG 5050		TO BE NOTED ABOVE
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS I	IN SHACE AROVE LARECT	ED ACINDAK.



DOUZEN

State of West Virginia
Department of Administration
Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation CSE10015

CSE10015

PAGE 4

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER 304-558-0067

25301-3703

HEALTH AND HUMAN RESOURCES RFQ COPY TYPE NAME/ADDRESS HERE CHILD SUPPORT ENFORCEMENT
ROOM 147 350 CAPITOL STREET CHARLESTON, WV 304-558-1649

DATE PRINT	ensista (Na	TERN	AS OF SAL	É ROSE (A		SHIP VI			· FO	8,		FREIGHT	TERMS
a garagegerene en andagas de la			381 32 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	- 60-50-6-60-	<u> Serve announce control</u>	<u> </u>							
BID OPENING BRIE?	:009 - 1	102/2	000 -				BID (OPEN	ING I	'IME	01;	30PM	a desert sistemat
LINE	QUANTII	/03/2	UOP	GAT NO		ITEM NUM	JER .		UNIT	PRICE		AMÖ	UNT
	INQUIRIE WRITTEN BUSINESS VIA USPS NO VENDO QUESTION	QUEST ON FAX OR REC	8/19 (, COU	ZOO9 JRIER S AN	OR UNFAI	E-MAI R ADV	I IN ANTAGE	ORDE NO POSS	ER TO SUBS SIBLE,	ASSUR TANTI	E VE		
	ROBERTA DEPARTME PURCHASI 2019 WAS CHARLESI FAX: 304 E-MAIL:	ENT OF ING D SHING FON,	F ADM IVISI ION S WV 25 -4115	ON TREET 311	, EAS	3T							
	EXHIBIT LOCAL G IN THE AND CON	OVERN BID H	IS RE	FUSA	1 10	EXIEN:	י בינודו כ	SCHO	OL. M	UNICI	PAL		
	AND CON AND OTH TO POLI VIRGINI PRICES, POLITIC CLEARLY SHALL N	ER LO TICAL A I TERM	CAL G SUBL F THE IS, AN	OVERI IVIS: VENI D COI SION: SUCH	MENTIONS OR DITI S OF REFU	OF THE SUSAL I	ES, THE E STATE OT WISE F THE TATE, N HISE F THISE HMS AND CO	E OF H TO HEID THE CON	WEST EXTE TO AL VENDO SUC VTRACT	IND TH L DR MUS CH REF	E T USAI		
SIGNATURE	11/12	1-2					TELEPHONE 3	047	74/1	DEEP OU	ANGES	TO BE NOTEL	ABOVE
TITLE DISTING	T DIRE	come	126	044	-50	950			AUL			D WENDOE	



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for REQNUMBER Quotation

CSE10015

5

ROBERTA WAGNER 304-558-0067

ADDRESS CORRESPONDENCE TO ATTENTION OF

RFQ COPY TYPE NAME/ADDRESS HERE	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 1 350 CAPITOL'STREET CHARLESTON, WV 25301-3703 304-558-1649
DATE PRINTED TERMS OF SALE	SHIP VIA FO.B. FREIGHT TER

BID OPENING TIME BID OPENING DATE 2003 CAT NO AMOUNT UNITPRICE ITEM NUMBER ÚOP QUANTITY LINE MANNER REV. 3/88 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY VENDORS WHO ARE BIDDING PARTICULAR BRAND OR VENDOR ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT FAILURE TO PROVIDE LITERATURE AND SPECIFICATIONS information for any alternates may be Grounds for THE STATE RESERVES THE RIGHT REJECTION OF THE BID. TO WAIVE MINDR IRREGULARITIES IN BIDS OR SPECIFICATION OF THE WEST IN ACCORDANCE WITH SECTION 148-1-4(F) VIRGINIA LEGISLATIVE RULES AND REGULATIONS THE STATE OF WEST VIRGINIA PURCHASING CARD ACCEPTANCE: CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH THE SUCCESSFUL VENDOR IS ISSUED THROUGH A BANK. MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 8/18/2009 AT 1:30 PM IN BUREAU OFFICES OF CHILD SUPPORT ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN NO ONE PERSON MAY DISQUALIFICATION OF THE BID REPRESENT MORE THAN ONE BIDDER AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL THIS WILL SERVE AS THE POTENTIAL BIDDERS TO COMPLETE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT PRE-BID IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE SÉE REVERSE SIDE FOR TERMS AND CONDITIONS LEFENONE

-5050

ADDRESS CHANGES TO BE NOTED ABOVE



HOUZEK

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

ROBERTA WAGNER

ADDRESS CORRESPONDENCE TO ATTENTION OF

304-558-0067

HEALTH AND HUMAN RESOURCES

CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET

CHARLESTON, WV

25301-3703

304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP	VIA	F.O.8	FREIGHT TERMS	
07/30/2009						
	/03/2009 V CA	- 1.00 1.00	outer the second of the second	OPENING TIME.	01;30PM	
LINE QUANTIT	Y UOP NO	ITEM NO	MBER	UNIT PRICE	TAUOMA	
COMPLETE SHEET. WILL NOT FAILURE ADDITION	THE PURCHASI ASSUME ANY TO COMPLETE	ATION REQUI NG DIVISION RESPONSIBII THE PRE-BII THAT ALL F	RED ON I I AND THE ITY FOR ATTENDA OTENTIAL	THE ATTENDANC S STATE AGENC A BIDDER-S	IN	
THE STAR LATE, BU PORTION BIDDERS PORTION	TING TIME FO T PRIOR TO T OF THE PRE-B WHO ARRIVE A OF THE PRE-B RE-BID WILL	R THE PRE-E HE DISMISSA ID WILL BE FIER CONCLU ID, BUT DUR	ID BID L OF THE PERMITTE SION OF ING ANY	D TO SIGN IN THE TECHNICA SUBSEQUENT P.	IVE	
	N	OTICE				i
A SIGNED	BID MUST BE	SUBMITTED	TO:			
PURO BUII 2019	ARTMENT OF ALCHASING DIVI: LDING 15 MASHINGTON RLESTON, WV	SION STREET, EA	ST			
PLEASE NO	OTE: 2 CONVE	VIENCE COPI	ES WOULD	BE APPRECIAT	red.	
= ···	SHOULD CONTA: LOPE OR THE I	,	,	ON THE FACE IDERED:	OF	
SEALED BI	ID					}
SIGNATURE: V 2 /	SEE	REVERSE SIDE FOR TE	ECLEPTIONS		DATE /2 / (2/ 0/2	
firm	-2		TELEPHONE 7	1441067	9/8/04	
TIME SISTEMET DIR	FEN 06004	9-5050		ADDRESS CHA	NGES TO BE NOTED ABOVE	



プロロス四〇世

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for REONUMBER

CSE10015

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 104-558-0067

HEALTH AND HUMAN RESOURCES HEALTH AND CHILD SUITE ROOM 147 CHILD SUPPORT ENFORCEMENT

350 CAPITOL STREET CHARLESTON, WV

25301-3703

304-558-1649

7/30/2009	/2009			TATES TO 1	22 22=	
NE QUANTITY	UOP CA		MBER PLD OPE	NING TIME UNIT PRICE	01 · 30Pl	AMOUNT
BUYER:		RW/FILE 2	2			
RFQ NO :		CSE10015-				
BID OPENING						
BID OPENING	TIME:	-#:30 PM				
ļ						
PLEASE PROV				NECESSARY		
TO CONTACT	YOU REGARD		744 -0	504		
CONTACT PER	SON (PLEAS	E PRINT CL	EARLY):		1	₽ ii
		YN DAR	PY /	DUSAN 1	Opins	F-9
	304 7	HW BAR ++1067x	235	X ZZ	22	•
					#2	200, 22
***** THI	S IS THE E	ND OF RFQ	CSE10015	***** .I.O.	I'AL:	1610,00
	SEE R	EVERSE SIDE FOR TE	RMS AND CONDITION	ıs		
Suchun	$\overline{}$	ĮT.	ELEPHONE 3047	441007	DATE 9/8/1	29



>EZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Req	uest	for
Qu	otati	ion

CSE10015

PAGE	
11	

ADDRESS CORRESPONDENCE TO ATTENTION OF ROBERTA WAGNER

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV

25301-3703

304-558-0067

304-558-1649.

DATE PRINTED TERMS OF SALE SHIP VIA	F.O.B. FREIGHT TERMS
	TOLIGITALIZATION
3ID OPENING DATE: 00/03/2000 PTD.	CDENTING TIME 01 30PM
CINE CULIVATOR 1 LOP MAS FIEM MINNEER	JUNIT PRICE AMOUNT
ADDENDUM NO. 1	
QUESTIONS AND ANSWERS ARE ATTACHED 2 ADDENDUM ACKNOWLEDGEMENT IS ATTACHE	THIS DOCUMENT
SHOULD BE SIGNED AND RETURNED WITH YOU	R BID FAILURE TO
SIGN AND RETURN MAY RESULT IN DISQUALI	FICATION OF YOUR
EXHIBIT 10	
REQUISITION	NO : CSE10015
ADDENDUM ACKNOWLEDGEMENT	
HEREBY ACKNOWLEDGE RECEIPT OF THE FOR ADDENDUM(S) AND HAVE MADE THE NECESSAR	LLOWING CHECKED Y REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION,	ETC.
ADDENDUM NO S:	
ADDENDUM NO S:	RETT ED
NO 1 1 1	A film and the second second
NO 2	2009 SEP -9 FW12: 22
NO. 3	
	VW ROPE TO G
NO. 4	Dividual
NO 5	
UNDERSTAND THAT FAILURE TO CONFIRM T	
ADDENDUM(S) MAY BE CAUSE FOR REJECTION	OF BIDS
GREATURE TELEPHONE	304 744 1067 10ATE 9/8/2009
TLE COMPANY OF THE CO	AUDRESS CHANGES TO BE NOTED ABOVE
DISTRICT DIR : Db049 5050	



>EXOOR

DIST. DIR.

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

CSE10015

12.5	PAGE	
	2	

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER

RFQ COPY TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET
CHARLESTON, WV
25301-3703 304-558-1649

WITH THE PROPERTY AND PROPERTY

DATE PRI)TED) TE	RMS OF SA	(LE	i SHIP	VIA	F.O.B.	FREIGHTTERMS
08/24/ BID OPENING DATE	2009_				<u> </u>			
	& manachan	ATK ITTER						<u>.Cr. 3 D-W"</u>
LINE	QUA	NTITY	UOP	73.T 74.C) ITEM NU)MBER	UNITERICE	TRUDMA
	VENDOR REPRESI DRAL DI AND ANI INFORM SPECIFI	MUST (ENTATION STATION	CLEAR: ON MAI ION HI E PER: ISSUE! NS BY	LY UNI DE OR ELD BI SONNE D IN V	DERSTAND 'ASSUMED 'ETWEEN VEIL IS NOT ING AIFICIAL AIFICIAL AI	THAT AN TO BE M NDOR'S BINDING ND ADDE DDENDUM SIC	Y VERBAL ADE DURING ANY REPRESENTATIVE ONLY THE D TO THE	7
				SEE-182	ERSESNESSET	ERMS HAND CO	NOTES .	
IGNATURE Z	2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	7	Carlo a ser a Carlo a ser a s	ostanija i Tā				DATE 9/28/2009
790	er of a	<u> </u>	L		İ	30Y	-744 1067	9/20/20/29

06049-5050



VEZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

	Request for
n	Quotation

RFQ NUMBER CSE10015

PAGE	eki kiri
3	<u>}</u>

Ŀ	ROBERTA	WAGNER
	04-558-	

CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV

ADDRESS CORRESPONDENCE TO ATTENTION OF

HEALTH AND HUMAN RESOURCES 25301-3703 304-558-1649

DATE PF	INTED	I II	RMS_OF:S	ALF	ji	JIP.VIA	dj.	EOB	FREIGHT TE	aws .
0.8 / 2.4 SID OPENING DAT	ໄດ້ວັບປ <i>ອ</i>	<u> </u>							<u>, , , , , , , , , , , , , , , , , , , </u>	
	na sananananana	10 ./03./	1	1 746			ODINING		12.0 DW.	(Albinorus en la
LINE	QUA	MILA	4OU	1000 1300	ITEM	NUMBER	(1	INIT PRICE	AMQUN	i.
			ļ			A State & Control of Party State of all States (14) (2)				
001			TB.	Į.	915-68					
		1								
	OPEN EN	MD COM	PRACT	TO P	ROVIDE D	OCUMENT	MAGING	CLIENT		
				1						
										İ
	*****	THIS	IS T	IE ENI	OF REO	CSE10	 ጠ15 ****	** TOTAL:	\$ 2,298	325 4
						CDDIO		TOTAL:	6,6	
		ľ		ł						
	1									
								-		
			}	-						
				1						
	}									1
			1							
	<u> </u>									
						j				
		İ	1							
		-	ļ	j						
								İ		
	teacesta (museuskiska)	-3. (38) 48 -20 - 1	.p. 1023 127 127 12							
SNATURE V	alın		<u>erappetet</u>	2000年11年3月	ERESINE FRA	ZERNSLANDECOM (TELEPHONE	277772 - 1777, 18 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	, IDATE /	3 / 2 3 /	
LE OF THE OR	7000	FEI	N O	2.10		TELEPHONE BM	7441		1/2009	
DIST.D	DIST. DIRECTE FEIN 060495050 ADDRESS CHANGES TO BE NOTED ABOVE									



MODZE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

ladalada dellamallaha d

South Charleston, WV 25303

Pitney Bowes

Susan Lopinsky

527 Second Avenue

Request for Quotation

5.	RFQ	NUN	MBER	1.2.2	1
	CC	E1	0.0	15	

	PAGE	1,11,1.5
1		
Į	1	

: ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

SH-P TO

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET

CHARLESTON, WV

25301-3703 304-558-1649

TERMS OF SALE SHIP VIA .F.O.B. FREIGHT TERMS DATE PRINTED 31D OPENING BATE 2009 OPENING TIME .30PM 09/09 CAT UNIT PRICE UOP ITEM NUMBER AMOUNT LINE QUANTITY ADDENDUM NO. 2 1 TO REPLACE RESPONSES TO ITEMS 28, 35 & 73 OF ADDENDUM NO. 1, IN RESPONSE TO VENDOR QUESTIONS. 2. TO MOVE BID OPENING DATE FROM 9/3/2009 TO 9/9/2009. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: CSE10015 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. S: ADDENDUM NO ... NO. 1 ŊО NO. МO 5 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 744-1067 060445050 ADDRESS CHANGES TO BE NOTED ABOVE



MODEMA

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER <u> 504-558-0067</u>

HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT **ROOM 147** 350 CAPITOL STREET

CHARLESTON, WV 25301-3703

304-558-1649

الشيونييا									
	····	Ur desemble ###	NO OF CAL	<u>- (2000) (2000) (1</u>	SHIP	VIA	F.O.B.		FREIGHT TERMS
DATE PRIN	red	IER	MS OF SAL		<u> </u>				
08/26/	2009			<u> </u>	<u> </u>	BTD (OPENING TIME	01:30	PM.
BID OPENING DATE: LINE	100000000000000000000000000000000000000	09/09/ NTITY	2009 UOP	CAT NO	ITEM:NU		UNIT PRICE		TAUOMA
	ADDEND	UM(S)	MAY B	E CAU	SE FOR RE	PECLION	HE RECEIPT C	F THE	
	REPRES ORAL D AND AN	ENTATI DISCUSS TY STAT	ON MA ION H E PER	DE OR ELD B SONNE	ETWEEN VI L IS NOT WRITING A	TO BE MENDOR'S BINDING AND ADDE	REPRESENTATIONLY THE	VIII	
	SPECIE	CALLO	NO 31		S.	Jw? SI	Mariure Bowles OMPANY	Inc	
	REV.	11/96				Sept	8, 2009 ATE		
			IND OF	ADDE	ENDUM NO.	2			
1000 1000 1000 1000 1000 1000 1000 100	0.0000000000000000000000000000000000000		1	SEE R	EVERSE SIDE FOR	TERMS AND C	ONDITIONS	IDATE A	0.10.0
IGNATURE)/ -	and the second s	<u>in nagram edeble d</u>			TELEPHONE	17441067	DATE O	0/04
421	m.	7	FEIN 2011	206	0 5/27		ADDRESS	CHANGES TO	BE NOTED ABOVE



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

CSE10015

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER

ω±_ם

HEALTH AND HUMAN RESOURCES
CHILD SUPPORT ENFORCEMENT
ROOM 147
350 CAPITOL STREET

350 CAPITOL STREET CHARLESTON, WV 25301-3703

304-558-1649

DATE PRIA	TED	TERN	AS OF SAL		\$	SHIP VIA		F.O.B.		FREIGHTT	ÉRMS
BID OPENING BATE	2009	2 / 2 2 / 2				BID	OPE	NING TI	LME 01	,30PM	
LINE	QUANT	9 / 0 9 / 2 ITY	009 UOP	CAT NO:	ITE	W NUMBER		UNITPF	RICE	AMOU	NT.
<u> Se gariner application e contra</u>											
0001		-	гв		915-68						
	OPEN EN	1 D CON	RACT	TO P	ROVIDE	DOCUMENT	IMA	GING/CI	JENT		:
		_					0015	*****	* TOTAL:	\$ 2,298	335.
	****	THIS	IS T	HE EN	D OF RI	d Cpri	0013		101111	<u> </u>	
											i
			·								
					<u> </u>						
				}							
				SEE RI	 EVERSE SIDE	FOR TERMS AND	L	IONS			
SIGNATURE DAV	ghi		<u> </u>			TELEPHONE	N T	44/06	DATE	9/0/09	
TITLE &			EIN 27 16	13/21	505	·		ADDR	ESS CHANGE	S TO BE NOTED	ABOVE

ADDENDUM #2

RFQ #CSE10015

Please disregard the responses from Addendum #1 on items 28, 25 and 73 and replace them with the following responses:

Question 28

Referencing Page 12, #18, what version of FormQuest? Are the forms submitted as electronic forms or filled and printed to paper with the barcode and submitted as paper?

Response 28

Version 3.2 of FormQuest. Barcodes are currently not being used with FormQuest or the mainframe. We will work with the successful vendor to implement the appropriate MS Word-compatible barcoding format within those applications However, the preference is the 3/9 (3 of 9) format.

Question 35

Reference Item #13, what email platform is used by DHHR/BCSE offices?

Response 35

Microsoft Office Outlook 2007

Question 73

Referencing requirement #44, which version of Outlook should be considered to be the baseline for this project?

Response 73

Microsoft Office Outlook 2007

ATTACHMENT

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

Agreed a la i N	*	
Signature Date	Signature	Date
DIST. DIRECTOR	Title	
PITNEY BOWLS /AC	Agency/Divisio	n

WV-96 Rev 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- <u>DISPUIES</u> Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims 1
- HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety 2
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia This provision replaces any references to any 3
- IAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor and other north. 4 or any other party
- PAYMENI Any references to prepayment are deleted Payment will be in arrears 5
- INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law Ali other references to interest or late charges are deleted 6
- RECOUPMENT .. Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby 7
- FISCAL YEAR FUNDING. Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon finds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no otherwise available for this service, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default 8.
- STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any 9
- <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted 10
- ATTORNEY FEES The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction.

 Any other provision is invalid and considered null and void 11
- ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement 12
- LIMITATION OF LIABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property. 13
- RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. 14
- <u>TERMINATION CHARGES</u> Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term 15
- RENEWAL. Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the 16
- INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted 17
- RIGHI TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice 18
- ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted
- <u>CONFIDENTIALITY:</u> -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act 19 20
- AMENDMENTS · All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General. 21

			·
ACCEPTED BY:		VENDOR	Box 26 M
STATE OF WEST VIRGINIA		VENDOR Company Name: P11151	- TONO TO
Spending Unit:		Signed: Jun 7	my)
Signed:		Title: DISTIMET	DIRECT_
Title:		Date: Sept 8	2009
Date:	- -		

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37 (Does not apply to construction contracts) **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in

preferen	tion contracts). West Virginia Code, 357-37, promote in contracts). West Virginia Code, 357-37, promote is an evaluation method only and will be applied only to the cost bid in the form their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in the
1.	Application is made for 2.5% resident vendor preference for the reason checket. Reddering an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preced-
\overline{X}	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of the business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the business continuously in West Virginia for four (4) years immediately resintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately
	preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents Bidder is a nonresident vendor which has a nonresident vendor which has a nonresident vendor which has a nonresident vendor which has a nonresident vendor
2.	Application is made for 2.5% resident vendor preference for the reason checked. Application is made for 2.5% resident vendor preference for the reason checked. Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checket. Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a affiliate or subsidiary who certifies that, during the life of the contract, on average at least 75% of the minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state employees or Bidder's affiliate's or subsidiary preceding submission of this bid; or,
4.	Application is made for 5% resident vendor preference for the reason disconstruction (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference wito is a veteral forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard Bidder is a veteran of the United States armed forces, the reserves or the National Guard Bidder is a veteran of the United States armed forces.
6.	submitted; or, Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Application is made for 3.5% resident vendor preference who is a veteran for the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for Bidder is a resident vendor who is a veteran of the vendor's bid and purposes of producing or distributing the commodities or completing the project which is the state continuously for the two immediately preceding years.
again requi	or understands if the Secretary of Revenue determines that a Bidder receiving precious determines that a Bidder receiving precious determines that a Bidder receiving precious determines to reject the bid; or (b) assess a penalty rements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty rements for such preference, the Secretary may order that such penalty will be paid to the contracting agency as such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency as the penalty will be paid to the penalty will be paid to the contracting agency as the penalty will be paid to the penalty will be paid to the contracting agency as the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalty will be paid to the penalt
autho the re	ducted from any unpaid balance on the contract or purchase order ducted from any unpaid balance on the contract or purchase order ducted from any unpaid balance on the contract or purchase order ducted from any unpaid balance on the contract or purchasing appropriate information verifying that Bidder has paid brizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid brizes the Department of Revenue to disclose to the Director of Purchasing appropriate information or any other information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential and by the Tax Commissioner to be confidential and the Tax Commissioner to be confidential.
Unde	er penalty of law for false swearing (West Virginia Code, 301-5-5), and if anything contained within this certificate accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate accurate in all respects; and that if a contract Bidder will notify the Purchasing Division in writing immediately.
Bidd	er: PITNEY BOWES INC. Signed: Signed: DISTANCE DIRECTOR. Title: DISTANCE DIRECTOR.
Doto	9/8/2009 Title: 2009

^{*}Check any combination of preference consideration(s) indicated above, which you are entitled to receive

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code The vendor must make said affirmation with its bid submission Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud I further certify that I am authorized to sign the certification on behalf of the bidder or this bid

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv us/admin/purchase/privacy/ noticeConfidentiality pdf

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated

affirms and acknowledges the information in the same and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the information in the same affirms and acknowledges the same affirms and acknowledges the same affirms and acknowledges the same affirms and acknowledges the same affirms and acknowledges the same affirms and acknowledges the same affirms and acknowledges the same affirms and acknowledges the same affirm and acknowledges the same acknowledges and acknowledges the same acknowledges and acknowledges acknowledges and acknowledges acknowledges and acknowledges acknow
Bonne INC
Vendor's Name: Pricy Bowes ING Date: 9/8/2009
Authorized Signature:
Purchasing Affidavit (Revised 01/01/09)
The same of the sa

employees

Work Location: Work is to be performed onsite at DHHR offices in the following counties in West Virginia: all counties in West Virginia except for Brooke County and Clay County Please see the attachment to determine the exact office locations

Vendor Requirements:

Requirements
latory Requirements – Vendor Experience/Capabilities: or must provide documentation of experience/capabilities. Vendor must have been in business at least five (5) years and have at least five (5) years of successful experience installing and supporting scanning equipment with 2 years experience in the Human Services and/or Child Support field.
Vendor must provide three references from current business clients who scan a minimum of 15,000 documents per year and provide a description of the services
furnished to the client. Vendor must have installed a client management system similar to the specifications contained herein for at least three clients within the last five (5) years.

Requirements for the Document Imaging System:

		Vendor will provide.
		Yes/No_
em 1	Description The system shall allow for the capture and scanning of documents at their point of entry into each individual DHHR office. The distributed scanning process must allow for scanning, indexing and quality control of images in a single step. The vendor shall be responsible for designing the system, purchasing the appropriate equipment to operate the system, and customizing the software as needed to meet the other requirements of this project as listed below	YES
2	The system shall be capable of easily scanning and storing images whose original documents vary greatly in size – from the size of a driver's license to at least 8 5 X 14 documents. In a single pass, the scanner shall be capable of capturing color images, two-sided images, and both handwritten and typed/printed images.	YES
3	Scanners shall be duplex-capable with auto-detect or blank page omission feature	YES
		YES
4	Lossless compression is required	<u> </u>
5	The system shall have the ability to perform image enhancements, such as deskewing or justification, filtering brightness and contrast, de-speckling, black border removal, and cropping. The system shall allow the employee to vary the size of the image on the screen, rotate the image, and highlight selected portions of the document.	YES
6	Images shall have at least 300 DPI (dots per inch)	YES

		Vendor will
T		provide.
ļ		Yes/No
	Description The system shall have the ability to index or file the documents into an electronic case file by logical groups for easy retrieval by the end user. Index values shall include at least client names, case numbers, social security numbers. Individual users shall be able to access the documents associated with an individual case by use of one of the following values: the name of any party associated with the by use of one of the following values: the name of any party associated with the case, the unique case number (assigned by the agency's mainframe computer system), or the social security number of any party to the case	YES
8	The system shall allow a wildcard search to locate individual case files	YES
9	The system shall support the concept that a single document will need to be routed to multiple employees or to multiple case files in multiple locations or on multiple servers	YES
10	The system shall also support the ability of multiple users accessing a document	YES
- 1	simultaneously	
11	The system shall support hierarchical structures for users, which include various levels of permissions and access controls for specific documents. At a minimum, the system shall require use of a personal identification number (pin) to allow access to the system. The system shall track the pins of persons who scan or delete documents from the system and track the pin of any person who accesses a specific file. The system shall also allow for the exclusion of specific accesses a specific file and specific files of specific persons or classifications from specific documents or document types of specific persons or classifications from specific documents or document types	YES
12	The system shall contain security measures to prevent accidental/incorrect document indexing and deletion of documents, including an electronic record that shows all activities taken in relation to a specific document	YES
13	The system shall allow for the electronic transfer of documents to entities outside the system via encrypted electronic media or encrypted e-mail.	YES
14	to the state's	YES
15	The system shall allow for importing, storage and retrieval of read-only electroni documents from other formats including but not limited to, Word, Excel, and PowerPoint as well as multimedia formats, email and faxes	YES
16	PowerPoint as well as multimedia formately The system shall have the ability to annotate or attach notes to every document	YES
	or file	
17	The system shall have the ability to trained any case from one county or server to another	

		Vendor will
T		provide.
		Yes/No
em 8	Description The system shall be capable of reading barcodes on forms which have been generated by the agency's mainframe computer system and/or its web-based form generation system (FormQuest) so that these barcodes can be scanned to automatically index the documents to the appropriate case	YES
19	The system shall be compatible with the use of Microsoft Office programs	YES
20	The system shall notify the appropriate worker(s) when a document has been received and added to their electronic case record	YES
21	The system shall provide the necessary security to meet IRS Safeguarding requirements for documents that contain federal tax information (IRS	YES
22	Publication 1075) The system shall allow each individual user to access the electronic case file from their desktop personal computer	YES
23	The capacity of the system shall be large enough to meet the current volume of the BCSE caseload but shall have the potential through the purchase of additional equipment and/or software licenses to expand to other Bureaus or Offices of the Department of Health and Human Resources in the future	YES
24	Upon accessing a specific case or file the individual worker shall be able to view a menu which will list the documents associated with that case, grouped by type of document (orders, correspondence, etc.) The menu shall also be capable of sorting documents by date	YES
25	in the desuments to be scanned will be associated with a specific	YES
26	automatically be stored, at a minimum of once a day,	YES
27	The vendor shall be responsible for coordinating this work with the state staff responsible for maintenance of the statewide computer system (DHHR MIS) and with staff from the state Office of Technology	YES
25	in the line responsible for providing appropriate training to the state	YES

		Vendor will
		provide. Yes/No
6	Description The system shall provide for local storage of documents at each county office to enable quick retrieval, but it shall also allow users across the state to see all documents assigned to that case. For example, if a paper document is delivered to Office A and it is scanned and indexed appropriately, it shall be capable of being viewed by users in any office in the system.	YES
- 1	The vendor shall provide the cost of a maintenance contract for the period of one year following the warranty period with the option for a least one renewal period	YES
1	of one year. The vendor shall perform warranty and trouble-shooting activities for the system The vendor shall perform warranty and trouble-shooting activities for the system for six months after the installation of equipment, software, and training in the for six months after the installation of equipment, software, and training in the for six months after the installation of equipment, software, and training in the system of the venture of the system of the	YES
32	The system must be accessible by users located in the privatized Kanawha and Clay county offices, operated by Policy Studies, Inc (PSI), who are not included on the DHHR network PSI does, however, have a connection to the DHHR network via a T1 line	YES
	The system must run within the current DHHR Network infrastructure	YES
33 34	t allow for the ability to run reports. At a minimum, this will	YES
35	The system must allow for the diship include all aspects of user and document access The system must be able to archive and purge documents or files based on user-defined requirements. Archived documents or files must be able to be retrieved.	YES
	The system must allow for searching of all parts of scanned documents	YES
36 37	University to Optical Character Recognition (OCR) capability to	YES
38	attached SAMPLE) The evetem may be required to interface with the BCSE mainframe system	YES
	(OSCAR) to exchange information	YES
39	DB2 stored procedures of the contract	YES
40	Land to the Office of recitions	
41	The vendor will provide an end-user guide in an electronic format accessible to all users.	YES

		Vendor will
-		provide.
		Yes/No
em	Description Olient Management System:	
	Requirements for the Citerit Managerian The system shall support the creation of multiple appointment types to reflect the The system shall support the creation of multiple appointments, customer walk-ins,	YES
	staff meetings, trainings, etc It shall allow persons of an appropriate role to perform a "busy search" in order to facilitate the scheduling of meetings and appointments	
43	The system shall support unlimited numbers of configurable "waiting queues" for clients who walk into the office without a scheduled appointment.	YES
44	The system shall provide for a kiosk in the lobby area of the offices selected to The system shall provide for a kiosk in the lobby area of the offices selected to participate in this project (Fairmont, Martinsburg, and Charles Town) which participate in this project (Fairmont, Martinsburg, and Charles Town) which would allow for self-service check-in by clients that have a scheduled would allow for self-service check-in by clients that have a scheduled would allow for self-service appointment but wish to see a child support appointment or that do not have an appointment but wish to see a child support appointment. The system would notify the appropriate worker automatically when the	YES
- 4 5	customer checks in The system shall notify the supervisor or on-call worker at an interval selected by the agency if the customer's wait exceeds the agency's set time interval the agency if the customer's wait exceeds the agency is set time interval.	NO
46	the agency if the customer to the agency if the customer to easily re-assign appointments and on-	YES
	call assignments	YES
47	that would include various put that would be put that would be a set of the various put that would be put that wo	NO
	number of scheduling appointment	YES
4	when to include, at a minimum, customer wait time	YES
	grouped by type of appearance and the interface with the BCSE mainframe system	NO
	(OSCAR) to exchange supplied the BCSE mainframe computer system (OSCAR) shall be done very	ia NO
	DB2 stored procedures or many properties and the state of	YES
	 The vendor shall be responsible for maintenance and use of the statewide computer system responsible for maintenance and use of the statewide computer system for maintenance and use of the statewide computer system for maintenance and use of the statewide computer system for maintenance and use of the statewide computer system for maintenance and use of the statewide computer system. The vendor will provide technical documentation for the system to DHHR MIS and to the Office of Technology 	YES

		Vendor will
		provide. Yes/No
		100/110
m 5	Description The vendor will provide an end-user guide in an electronic format accessible to	YES
1	all users	lize security
ecu	Irity: The system shall provide the following security features: The system must ut ures to protect the data and the system as set forth below:	mze scourty
56	System must retain an access log of when a user logs on, logs out, or his/ter	YES
57	System must support strong password functionality that can be configured by the System must support strong password functionality that can be configured by the System must support strong passwords, types system administrator. These capabilities include the length of passwords, types system administrator. These capabilities include the length of passwords, types system administrator.	YES
	of characters required (humbers) systems and the user password expiration the password change interval in days, and the user password expiration in days.	
58	Must use Advanced Encryption Standard (AES) or equal information technology industry standard of data security through strong encryption, minimum of 128-bit, industry standard or data security through strong encryption.	YES
59	in all external communication. System must monitor and report any unauthorized access attempts to the	YES
60	system administrator System must support multiple user account status options to minimally include: 'Inactive or locked', 'Active', and 'Must change password upon next login' System should provide an audit log of access changes	
61	System must alert users to an expiring password based on the user password expiration notification set by the administrator and prompt the user to change their password in advance of expiration	
62	System must allow users to change their own password after successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed to the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed to the successfully assumed the successfully assumed the successfully assumed the successfully assumed the successfully assumed to the successfully assumed the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successfully assumed to the successful assumed	
63	discussed in # 2. discussed in # 2. who granted use	YES
64		e d d
65	documentation. Any configurations required for the system to be installed and to run on the We	st YES
	Virginia test/training and production and provided by the vendor West Virginia staff will not modify installation and provided by the vendor for either environment.	J1
6	6 The vendor will provide "back out" procedures in the event a version of the application needs to be uninstalled by West Virginia staff	YES

		Vendor will provide.
		Yes/No
tem	Description System must store all passwords in Advanced Encryption Standard (AES) or equal information technology industry standard encrypted format	YES
0,	equal information technology industry standard s	YES
!	connect to the database The user utilized	VES
69	not be the same user connecting to the database for processes and that should not be the same user connecting to the database for processes and that should not be the database for query, etc.	
70	System should be tested to mitigate the Top 25 Most Dangerous Programming System should be tested to mitigate the Top 25 Most Dangerous Programming Errors as developed by the SANS (SysAdmin, Audit, Network, Security Errors as developed by the SANS (SysAdmin, Audit, Network, Security Institute/Mitre Corporation found at the following link to the 2009 CWE/SANS Institute/Mitre Corporation found at the following link to the 2009 CWE/SANS (Common Weakness Enumeration) Top 25 Most Dangerous Programming (Common	YES
71	(Common Weakless Englished (Common Weakless Englished (SQL), either static Common weakless Englished (SQL), either stat	r YES

Special Terms and Conditions:

By signing and submitting this Request for Quotation, the successful Vendor agrees to be bound by all the terms contained herein

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests Any such interests discovered shall be promptly presented in detail to the Agency

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract

For breach or violation of this warranty, the Agency shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to

CSE10015 - Document Imaging and Client Management Systems BID SHEET

Pricing Structure

	· · · · · · · · · · · · · · · · · · ·
Cost of equipment and licenses for the document imaging system: (See Total Detailed Pricing Structure Sheet 1)	\$ 1,588,550
Cost of customization of the document imaging system:	\$ -0-
Cost of Installation and training for end users for document imaging system:	\$ 495,160
Cost of optional one-year maintenance (after conclusion of contract terms):	\$ 176,000
Cost of equipment and licenses for the client management system: (See Total of Detailed Pricing Structure Sheet 2)	\$ 34,725
Cost of customization of the client management system:	\$ Included
Cost of installation and training for end users of the client management system:	\$ Included
Cost of optional one-year maintenance (after conclusion of contract terms):	\$ 3,900
Cost of technical training for MIS and OT staff:	\$ Included
GRAND TOTAL	\$ 2,298,335

Basis for Award: Contract will be awarded to the responsive and responsible vendor meeting the mandatory requirements of this RFQ and providing the lowest costs for the goods and services specified herein

SEE ATTACHMENT 'A' FOR PRICE DETAIL

CSE10015 - Document Imaging and Client Management Systems
BID SHEET - DETAILED PRICING STRUCTURE SHEET "2"

Document Imaging System

County	# of BCSE	Cost of	# of	Cost of Scanners	Description of Server/Servers	Cost of Server	Total Cost per County
	Employees	License	Scanners	Scanners			
Kanawha	107		18			i	
	11		11				
Ohio	10		2				<u> </u>
Hancock	10		2				
Marshall	10		2			 	
Wetzel	5		2				
Tyler	0		1				
Wood	25		5				
Ritchie	0		11				
Pleasants	0		1				
Wirt	0		1				
Braxton	13		2				
Nicholas	0		1 1		-		
Webster	0		11				
Lewis	14		3				
Gilmer	0		1				
Upshur	0		1				
Jackson	11		2				
Mason	0		1				
Roane	4		1				
Calhoun	0		1				
Cabell	25		4				
Putnam	8		2				
Wayne	7		2				
Boone	10		2 2				
Lincoln	7	1	2				
Wyoming	8	T	2			_ 	
McDowell	9		2				

CSE10015 - Document Imaging and Client Management Systems
BID SHEET - DETAILED PRICING STRUCTURE SHEET "2"

County	# of BCSE Employees	Cost of License	# of Scanners	Cost of Scanners	Description of Server/Servers	Cost of Server	Total Cost per County
Logan	10		2				
Mingo	11		2				<u> </u>
Greenbrier	10		2				
Mineral	6		2				
Pendleton	3		1				
Grant	0		11				
Hampshire	7		2				
Hardy	3		1				
Randolph	8		2				
Tucker	0		1				
Monroe	0		l.				
Pocahontas	0		1				
Fayette	12		2				
Mercer	19		3				
Summers	1		1				
Raleigh	19		3				
Berkeley	23		2				
Jefferson	4		1				
Morgan	0		1				
Harrison	18		3				
Doddridge	0		1				
Marion	20		3				-
Taylor	0		1				
Barbour	0		1				
Monongalia	14		3				
Preston	0		1			_	
Total	472		110		award and shipped to the appropriate f		

Note: The quantities listed above are to be ordered at the time of award and shipped to the appropriate facility

More units may be ordered based on each facility's need and usage as each facility deems necessary at later dates. Each facility will then place an order specific to their need and will reference this open-end contract on a release order (WV-39) or by credit card orders

\$156,600 \$14,500 \$14,500 \$7,250 \$0 \$36,250 \$0 \$18,850 \$0	19 \$33,535	Dell Servers with 5-year Service Agreement	\$14,000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
\$14,500 \$14,500 \$7,250 \$0 \$36,250 \$0 \$0 \$18,850 \$0	00000			\$336,218
\$14,500 \$7,250 \$0 \$36,250 \$0 \$0 \$0 \$18,850 \$0	00000	Dell Servers with 5-year Service Agreement	\$7,000	\$48,208
\$14,500 \$7,250 \$0 \$36,250 \$0 \$0 \$18,850 \$0	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$48,208
\$7,250 \$0 \$36,250 \$0 \$0 \$18,850 \$0	2 \$3,530	Dell Servers with 5-year Service Agreement	000'2\$	\$48,208
\$0 \$36,250 \$0 \$0 \$18,850 \$0	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$40,958
\$36,250 \$0 \$0 \$0 \$18,850 \$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$0 \$0 \$18,850 \$0	5 \$8,825	Dell Servers with 5-year Service Agreement	\$7,000	\$85,983
\$0 \$0 \$18,850 \$0	1 \$1,765	Dell Servers with 5-year Service Agreement	-	\$6.758
\$0 \$18,850 \$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$18,850 \$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$0	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$56,758
	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
80	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$20,300	3 \$5,295	Dell Servers with 5-year Service Agreement	\$7,000	\$61,683
\$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$15,950	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$51,058
\$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$5,800	1 \$1,765	Dell Servers with 5-year Service Agreement	\$7,000	\$36,033
\$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$36,250	4 \$7,060	Dell Servers with 5-year Service Agreement	\$7,000	\$81,108
\$11,600		Dell Servers with 5-year Service Agreement	\$7,000	\$45,308
\$10,150		Dell Servers with 5-year Service Agreement	\$7,000	\$43,858
\$14,500		Dell Servers with 5-year Service Agreement	\$7,000	\$48,208
\$10,150		Dell Servers with 5-year Service Agreement	\$7,000	\$43,858
\$11,600		Dell Servers with 5-year Service Agreement	\$7,000	\$45,308
\$13,050		Dell Servers with 5-year Service Agreement	\$7,000	\$46,758
\$14,500	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$51,008
\$15,950		Dell Servers with 5-year Service Agreement	\$7,000	\$49,658
\$14,500	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$48,208
\$8,700	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$42,408
\$4,350	1 \$1,765	Dell Servers with 5-year Service Agreement	\$7,000	\$33,183
%	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$10,150	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$43,858
\$4,350	1 \$1,765	Dell Servers with 5-year Service Agreement	\$7,000	\$33,183
\$11,600	2 \$3,530	Dell Servers with 5-year Service Agreement	\$7,000	\$45,308
20	1 \$1,765	Dell Servers with 5-year Service Agreement		\$10,958
\$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758
\$0	1 \$1,765	Dell Servers with 5-year Service Agreement		\$6,758 Attachme
	\$15,950 \$14,500 \$8,700 \$0 \$10,150 \$11,600 \$0 \$0	000000000000000000000000000000000000000	\$3,530 2 \$3,530 2 \$3,530 1 \$1,765 1 \$1,765 0 2 \$3,530 1 \$1,765 1 \$1,765 1 \$1,765	2 \$3,530 Dell Servers with 5-year Service Agreement 2 \$3,530 Dell Servers with 5-year Service Agreement 1 \$1,765 Dell Servers with 5-year Service Agreement 1 \$1,765 Dell Servers with 5-year Service Agreement 2 \$3,530 Dell Servers with 5-year Service Agreement 1 \$1,765 Dell Servers with 5-year Service Agreement 2 \$3,530 Dell Servers with 5-year Service Agreement 1 \$1,765 Dell Servers with 5-year Service Agreement

\$6,758 Attachment A
Bid Sheet - Detailed Pricing Structure
Document Imaging System

10tal Cost per County \$51,108 \$70,333 \$30,283 \$67,533 \$99,533 \$6,758 \$6,758 \$116,533 \$6,758 \$6,758 \$6,758 \$6,758 \$6,758 \$6,758 \$6,758 \$6,758
\$7,000 \$7,000 \$7,000 \$7,000 \$7,000 \$7,000 \$7,000 \$7,000 \$7,000 \$7,000
Description of Servers Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement Dell Servers with 5-vear Service Agreement
\$3,530 \$5,295 \$1,765 \$1
U W - W U - C W
\$27,550 \$17,400 \$27,550 \$1,450 \$33,350 \$5,800 \$0 \$5,800 \$0 \$29,000 \$0 \$29,000 \$0 \$29,000 \$0 \$20,300 \$0
of BCSE Employees 12 19 19 23 23 4 0 18 0 20 20 4 4 4 4 4 4 4 4 4 4 4 72
County Fayette Mercer Summers Raleigh Berkeley Jefferson Morgan Harrison Doddridge Marron Taylor Barbour Monongalia Preston

SEE ATTACHMENT 'B' FOR PRICE DETAIL

CSE10015 - Document Imaging and Client Management Systems
BID SHEET - DETAILED PRICING STRUCTURE SHEET "2"

DETAILED PRICING STRUCTURE SHEET "2"

Client Management System

County	# of BCSE Employees	Cost of Licenses	Cost of Kiosk	Cost of Other (cables, etc.)	Cost per County
Marion	20			(cables, etc.)	County
Berkeley	23				
Jefferson	4				
Total	47				

Note: The quantities listed above are to be ordered at the time of award and shipped to the appropriate facility.

More units may be ordered based on each facility's need and usage as each facility deems necessary at later dates. Each facility will then place an order specific to their need and will reference this open-end contract on a release order (WV-39) or by credit card orders

	# of BCSE				
County	Employees	Cost of License	Cost of Kiosk	Other Costs	Cost per County
Berkeley	23	\$500	\$10,000	\$2,375	\$12,875
Jefferson	4	\$500	\$10,000	\$2,375	\$12 875
Marion	20	\$500	\$10,000	\$2,375	\$12,875
Total	47	\$1,500	\$30,000	\$7,125	\$38,625

References

City of Tulsa, OK (from press release):

For several years, Tulsa has experienced difficulty due to the volume of paper and the number of people and processes involved Their paper-based system required duplication of each form, plan, and supporting document and was not only cumbersome and error prone but also expensive Recognizing the need to automate and simplify their workplace, Tulsa's Development Services Department decided to implement an ECM system which would eventually become the standard for the city.

Terry O'Malley, Project Manager for the city's Information Technology Department, "We were all so blown away by how iLink allows you to do some pretty quick integration with legacy systems When Development Services rolls iSynergy out to other departments, iSynergy will interface to those systems as well. The sky's the limit, as far as other systems we want to integrate with."

iSynergy is projected to support 4,000 city employees, multiple departments, and the processing of millions of documents and thousands of citizen requests per year O'Malley is confident iSynergy was the right choice "We're all pretty excited about this" she said. "I think we're looking good"

Forsyth County, NC:

The Forsyth County Sheriff's Office (FCSO) employs 631 officers, administrators, and support staff who responded to 72,947 calls for service in 2007. Departments such as the Enforcement Division, Investigative Services, Detention Services, Court Services, and Sex Offender Registration logged 12,126 bookings, brought 11,145 charges and made 5,165 arrests. They also issued 8,070 citations and 2,433 gun permits with their Domestic Violence Unit responding to 6.176 incidents

Jeff Wilson is the Systems Administrator for the Sheriff's Office. Among other things, he is in charge of the records department, the Detention Center management system, the Computer-aided Dispatch system (CAD), and all in-car computer systems

Because of North Carolina state law, physical law enforcement documents must be kept permanently. For example, each inmate that has ever entered the FCSO Detention Center has a booking record that is kept in a folder. FCSO couldn't store those files remotely in a data warehouse because of the requirements for immediate access Even if a person was arrested 10 years ago and is then rearrested, the FCSO must be able to pull the file and add to the original record. This requirement created filing, storage, and retrieval issues that were becoming increasingly difficult to manage and costly with current FCSO staffing levels Wilson sums up the issue, "We didn't have many indexes, didn't have control over documents, we couldn't email from the system, we couldn't grant access for the agency as a whole to documents"

Thanks to iSynergy, the physical records can now be warehoused permanently at a remote location, almost eliminating completely the previous storage and retrieval issues The Detention Center personnel can use the electronic copy directly and add any new documents to the physical original later In the rare instance in which the original is required, it can be produced again at a later date. FCSO now has direct control over its documents. Says Wilson, "We can access them immediately, manipulate them, and we have a lot richer index space as well "

East Tennessee Area Agency on Aging and Disability, TN:

The East Tennessee Area Agency on Aging and Disability (ETAAAD) was designated by the Tennessee Commission on Aging and Disability in 1977 to provide services to older adults and adults with disabilities in the 16 county region of East Tennessee. These services are offered directly by staff hired by the ETAAAD and through contracts with over 40 service provider agencies in the region. We are responsible for contract management, billing, invoicing, and quality assurance of all services funded through this office.

ETAAD needed a document management solution that would improve productivity and provide a more efficient way to manage documents and workflow with the following crucial components:

- A document solution that was complete, licensed and supported by a single company-not a blended product that would be dependent on several companies coordinating releases and updates.
- The solution had to be cost effective to allow a not-for-profit agency to purchase a full-featured product in the beginning with the opportunity to up-scale the document management as needed
- Allow Public Guardianship staff to share documents with attorneys and the courts
- Provide secure web access for the staff to access documents from home or from other remote locations.
- Provide home care staff the ability to scan documents that needed to be reviewed and approved by administrative and fiscal staff before services are authorized.
- o Provide management with a more efficient way to monitor workflow.
- Allow fiscal staff to scan contracts and reports that can be accessed electronically by the state office.
- o Allow view only access to the state office for specific client files for approval to enroll, avoiding faxing client records to the state office.

Additional References

Manatee County, FL

US Department of Health and Human Services

This is not a Document Management solution, however it does include:

- FDA: Internally-hosted enterprise solution with 34 locations including the LobbyGuard Visitor Management System proposed in this response
- o HHS: Pitney Bowes-hosted enterprise solution with 12 locations



Software License Agreement

1. LICENSE AGREEMENT:

Licensee agrees to license certain products offered by IDATIX Corporation (IDATIX), a Florida Corporation, as described herein. In this Agreement "Licensor" shall mean IDATIX Corporation except under the following circumstances: (i) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and (ii) if any third party software is included as part of the default installation and no license is presented for acceptance the first time that third party software is invoked, then the use of that third party software shall be governed by this Agreement, but the term "Licensor," with respect to such third party software, shall mean the manufacturer of that software and not IDATIX. With the exception of the situation described in (ii) above, the use of any included third party software product shall be governed by the third party's license agreement and not by this Agreement, whether that license agreement is presented for acceptance the first time that the third party software is invoked, is included in a file in electronic form, or is included in the package in printed form. If more than one license agreement was provided for the Product, and the terms vary, the order of precedence of those license agreements is as follows: a signed agreement, a license agreement available for review on the IDATIX website, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Product, an electronic agreement provided with the Product.

2. LICENSE Grant:

Licensor grants Licensee a non-exclusive and non-transferable license to copy and use for personal or internal business purposes the executable code version of the Product purchased, provided any copy must contain all of the original proprietary notices. This license does not entitle Licensee to receive from IDATIX hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Product. Licensee may not customize the Product unless Licensee has also licensed either the iSynergy API Toolkit ("iSAT"), and then only to the extent permitted in the license agreement for iSAT, as applicable. Licensee may not redistribute or resell the Product or sell access to the Product unless Licensee has separately entered into a distribution or Application Services Provider agreement with IDATIX

All IDATIX Product, including any subsequent update purchased, and any part thereof ("Supported Product") may be used only on a single computer if purchased as a Small Business Solution (SBS). The Licensee must have purchased licenses for the total number of running instances and for the total number of users within any network configuration. The software may be copied in whole or in part only for use with the computer to which it is licensed, provided any copy must contain all of the original proprietary notices. The Licensee agrees to supply IDATIX with a list of deployed Product upon request.

When new licenses are purchased, the Licensee has the right to copy and use for personal or internal business purposes the executable code version of the Product purchased upon receipt of authorized serial numbers and/or license codes from



IDATIX, provided any copy must contain all of the original proprietary notices. Product exceeding purchased Product quantities may not be copied or used without the purchase of additional Product represented by license serial numbers and/or license codes, except as otherwise provided herein.

In the event that any subsequent software is first produced by IDATIX in the performance of a service for the Licensee, IDATIX shall be free to use for any purpose any concepts, ideas, techniques, or general software developed by IDATIX during the performance of the services. It is understood that IDATIX shall be free to pursue, either directly or with third parties, business or applications of similar nature. All other Product, including packaged applications software, and/or software modifications furnished to the Licensee are licensed in accordance with the terms and conditions described herein.

No title or ownership of any software is transferred to Licensee.

3. RESTRICTIONS.

Except as otherwise expressly permitted in this Agreement, or in another IDATIX agreement to which Licensee is a party such as the iSAT license agreement or a Reseller distribution agreement, Licensee may not: (i) modify or create any derivative works of the Product or documentation, including translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or (v) publish any results of benchmark tests run on the Product to a third party without IDATIX prior written consent.

4. PROPRIETARY RIGHTS.

Title, ownership rights, and intellectual property rights in the Product shall remain in IDATIX and/or its suppliers. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with IDATIX's or its suppliers' ownership of or rights with respect to the Product. The Product is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product is the property of the applicable content owner and is protected by applicable law. The license granted under this Agreement gives Licensee no rights to such content

5. SOFTWARE WARRANTY:

IDATIX Product is warranted for 90 days to substantially conform to the IDATIX software product description applicable at the time of shipment, and only to the extent that, the Licensee notifies IDATIX in writing within 90 days after delivery of any material non-conformity to such specifications. The Product is NOT warranted to be "defect free", merchantable or fit for a particular purpose and as such is supplied "as is".

Additionally, the use of the Product puts a substantial burden for maintaining and ensuring data integrity and backup on the Licensee DATA ENTEGRITY AND BACKUP



IS THE RESPONSIBILITY OF THE LICENSEE In no event will IDATIX be liable for damages resulting from loss of data. Further, security mechanisms implemented by the product have inherent limitations, and licensee must determine that the product sufficiently meets its requirements IDATIX's sole obligation shall be to remedy any non-conformance of the software to the software product specification. All other software is provided "as is." The express warranty contained herein shall terminate automatically and become null and void if any modifications are made by the Licensee to the IDATIX software. IDATIX DISCLAIMS ALL WARRANTIES, OTHER THAN THIS EXPRESS WARRANTY.

6. LIMITATION OF LIABILITY AND DAMAGES:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY) AND FEES FOR SUPPORT OF THE PRODUCT RECEIVED BY IDATIX UNDER A SEPARATE SUPPORT AGREEMENT (IF ANY), WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. IDATIX IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT. IN ANY EVENT, THE LIABILITY OF IDATIX SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN PAID BY THE CUSTOMER. DATA ENTEGRITY AND BACKUP IS THE RESPONCIBILITY OF THE LICENSEE. IN NO EVENT WILL IDATIX BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA.

7. INSTALLATION AND OPERATION:

Licensee assumes full responsibility for the installation and operation of the product, including the obtaining of all permits, licenses, or certificates required by any regulatory body for the installation or use of the product(s), unless by way of a separate written contract with the Licensee or end user to perform such services.

8. TERMINATION:

IDATIX shall have the right to terminate all software licenses granted hereunder upon five (5) days written notice for any of the following: (1) the Licensee fails to comply with the license terms and conditions or otherwise breaches this Agreement; or (2) if the Licensee's business is terminated or is the subject of a voluntary or involuntary bankruptcy filing. Termination shall occur automatically after the five (5) days notice and shall extinguish the license to use all software. In such event, IDATIX shall have right to take immediate possession of the software all copies



thereof, and all documentation thereto, without further notice or demand, and Licensee agrees to return all such items within five (5) days after termination.

9. SECURITY AND ENCRYPTION.

If Licensee wishes to use the security features of the product and/or cryptographic features of the Product, then Licensee may need to obtain and install additional hardware and software product not provided by IDATIX to ensure security including but not limited to a signed digital certificate from a certificate authority or a certificate server. Licensee may be charged additional fees for other products. Licensee is responsible for maintaining the security of the environment in which the Product is used and the integrity of the secure environment including any private files used with the Product. In addition, the use of digital certificates is subject to the terms specified by the certificate provider, and there are inherent limitations of the Product and in the capabilities of digital certificates. If Licensee is sending or receiving digital certificates, Licensee is responsible for familiarizing itself with and evaluating such terms and limitations.

10. EXPORT CONTROL.

Licensee agrees to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Product from the U.S. Neither the Product nor the underlying information or technology may be downloaded or otherwise exported or re-exported (i) into Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions covering the Product, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By purchasing, downloading or using the Product, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions.

If the Product is identified as being not-for-export (for example, on the box, media or in the installation process), then, unless Licensee has an exemption from the United States government, the following applies: EXCEPT FOR EXPORT TO CANADA FOR USE IN CANADA BY CANADIAN CITIZENS, THE PRODUCT AND ANY UNDERLYING ENCRYPTION TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, NATIONAL OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES BY DOWNLOADING OR USING THE PRODUCT, LICENSEE AGREES TO THE FOREGOING AND WARRANTS THAT IT IS NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A "FOREIGN PERSON."

11. HIGH RISK ACTIVITIES.

The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-



safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.

12. U.S. GOVERNMENT END USERS.

The Product is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12-212 and 48 C.F.R. 227 7202-1 through 227 7202-4 (June 1995), all U.S. Government End Users acquire the Product with only those rights set forth herein.

Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252,227-7013 and FAR 52,227-1-7013 and FAR 52.227-19.

13. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. (b) This Agreement may be amended only by a writing signed by both parties. (c) Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the State of Florida, U.S.A., excluding its conflict of law provisions (d) Unless otherwise agreed in writing, all disputes relating to this Agreement (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in Pinellas County, Florida, with the losing party paying all costs of arbitration (e) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (f) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (g) The controlling language of this Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only. (h) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof (j) Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except in the case of a merger or the sale of all or substantially all of Licensee's assets to another entity. (k) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (I) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control (m) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority



to bind Licensor in any way. (n) If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. (o) If any IDATIX professional services are being provided, then such professional services are provided pursuant to the terms of a separate Professional Services Agreement between IDATIX and Licensee. The parties acknowledge that such services are acquired independently of the Product licensed hereunder, and that provision of such services is not essential to the functionality of such Product. (p) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. (q) Licensor may use Licensee's name in any customer reference list or in any press release issued by Licensor regarding the licensing of the Product and/or provide Licensee's name and the names of the Product licensed by Licensee to third parties. (r) Under no circumstances shall any action be brought against IDATIX, regardless of form, under this Agreement more than two (2) years after such cause of action shall have accrued.

Seller	Purchaser	
Pitney Bowes Inc.		_
	Name	
Ву:	Title	
Date:	Date:	



Software Maintenance Services Terms and Conditions

1. Coverage

1.1 Subject to the terms hereof, IDATIX will provide Maintenance Services to [End User] for the Licensed Software Product (Software) copies for which Maintenance Services are indicated on the Product Order specified above.

2. Maintenance Services

- 2.1 Maintenance Services consists of (a) Error Correction and Telephone Maintenance provided to the IDATIX Trained Technical Maintenance Contact concerning the installation and use of the then current release of Software and the Previous Sequential Release and (b) product updates that IDATIX in its discretion makes generally available. Product updates consist of one copy of published revisions to the printed documentation and one copy of revisions to the machine readable Software which are not designed by IDATIX as products for which it charges a separate fee. Maintenance Services must be obtained separately for each copy of each Software.
- 2.2 IDATIX provides product Updates and Upgrades to [End User]s who are current and have paid for Software Maintenance Service. Updates and Upgrades do not include IDATIX product or product features that were not previously purchased by the End User. Features not controlled by a License Code or listed separately in the IDATIX price list are included in product updates and upgrades as part of Maintenance Services.
- 2.3 In the event the IDATIX product is sold to the [End User] through a Reseller, the Reseller is to provide first line of support to the [End User]. IDATIX maintenance services are provided to the reseller as second-tier support to IDATIX trained Reseller agents IDATIX has no obligation under this agreement or the End User License agreement to support the Reseller's [End User] directly.

3. Term and Termination

- 3.1 Maintenance Services shall be provided for the period purchased and specified in the purchase agreement or invoice.
- 3.2 Either party may terminate Maintenance Services at the end of the original term or at the end of any renewal term by giving written notice to the other party at least forty-five (45) days prior to the end of such term. IDATIX may suspend or cancel Maintenance Services if [End User] fails to make pay pursuant to the Section titled "Fees and Payment," or breaches the Maintenance Services provisions and such breach is not remedied within thirty (30)days (10 days in the case of nonpayment)after [End User] receives notice of the breach.



4. Fees and Payment

- 4 1 For each unit of Software products for which Maintenance Services will be provided, [End User] shall pay IDATIX or its Reseller the applicable Maintenance Services fee as listed in the then-current IDATIX or Reseller price list. Maintenance Services fees will be billed on an annual basis, payable in advance. [End User] shall be responsible for all taxes associated with Maintenance Services other than U.S. taxes based on IDATIX's net income. [End User]'s payment is due within thirty (30) days of receipt of the IDATIX or Reseller invoice In the event [End User] fails to pay IDATIX or the Reseller on the due date, then to reinstate or renew Maintenance Services (if allowed by IDATIX), [End User] must first pay IDATIX or the Reseller the annual Maintenance Services fee and the reinstatement charge of 1 and 1/2 times the prorated monthly Maintenance amount to reinstate Maintenance Support.
- 4.2 If payment is not made within thirty (30) days of the due date, Maintenance Services will be renewed or reinstated only if [End User] relicenses the Software and pays all prorated applicable maintenance fees times a 1.5 penalty factor, although IDATIX is not obligated to allow [End User] to do so

5. Error Priority Levels

- 5.1 IDATIX shall exercise commercially reasonable efforts to correct any Error reported by [End User] in the current unmodified release of Software in accordance with the priority level reasonably assigned to such error by IDATIX.
 - 5.1.1 Priority A Errors IDATIX shall promptly commence the following procedures:
 - 5.1 1.1 Assign IDATIX engineers to correct the Error;
 - 5.1.1.2 Notify IDATIX management that such Errors have been reported and steps being taken to correct such Error(s);
 - 5 1 1.3 provide [End User] with periodic reports on the status of the corrections; and
 - 5.1.14 initiate work to provide [End User] with a Workaround or Fix.
 - 5.1.2 Priority B Errors IDATIX shall exercise commercially reasonable efforts to correct the problem and provide a Fix or workaround.
 - 5.1.4-5.1.3 Priority C Errors IDATIX may include the Fix for the error in the next maintenance or major release of the Software.
- 5.2 If IDATIX believes that a problem reported by [End User] may not be due to an Error in the Software, IDATIX will so notify [End User] At that time, [End User] may (i) instruct IDATIX to proceed with problem determination at its possible expense as set forth below or (ii) instruct IDATIX that [End User] does not wish the problem pursued at its possible expense. If [End User] requests that IDATIX proceed with problem determination at its possible expense and [IDATIX determines that] the error was not due to an Error in the Software, [End User] shall pay IDATIX, at IDATIX's then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith [End User] shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Software or (ii) work performed under this paragraph in excess of its instructions or (iii) work performed after [End User] has notified IDATIX that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by IDATIX). If

[End User] instructs IDATIX that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of [End User]'s instructions, IDATIX may, at its sole discretion, elect not to investigate the error with no liability therefor.

6. Exclusions

- 61 IDATIX shall have no obligation to support:
 - 6 1 1 altered, damaged or modified Software;
 - 6.1 2 Software that is not the then current release or immediately Previous Sequential Release;
 - 6 1.3 Software problems caused by [End User]'s negligence, abuse or misapplication, use of Software other than as specified in the IDATIX's user manual or other causes beyond the control of IDATIX;
 - 6.1.4 Software installed on any computer Hardware that is not supported by IDATIX. IDATIX shall have no liability for any changes in [End User]'s hardware which may be necessary to use Software due to a Workaround or maintenance release.

7. Limitation of Liability

7.1 IDATIX's liability for damages from any cause of action whatsoever relating to IDATIX's agreement to provide support services shall be limited to the amount paid by [End User] for the Maintenance Services for the applicable year. IDATIX's liability shall be further limited as provided in the applicable Software License Agreement.

8. Definitions

- 8 1 Unless defined otherwise herein, capitalized terms used in these Maintenance Services
 Terms and Conditions shall have the same meaning as set forth in the Software License
 Agreement.
 - 8.1.1 "Error" means an error in SOFTWARE which significantly degrades the SOFTWARE as compared to the IDATIX' published performance specifications.
 - 8 1.2 "Error Correction" means the use of reasonable commercial efforts to correct Errors.
 - $8.13\,\mathrm{``Fix''}$ means the repair or replacement of object or executable code versions of SOFTWARE to remedy an Error
 - 8 1.4 "Previous Sequential Release" means the release of SOFTWARE which has been replaced by a subsequent release of the same SOFTWARE. Notwithstanding anything else, a Previous Sequential Release will be supported by IDATIX only for a period of six (6) months after release of the subsequent release.
 - $8\,1\,5$ "Priority A Error" means an Error which renders SOFTWARE inoperable or causes the SOFTWARE to fail catastrophically.
 - 8.1.6 "Priority B Error" means an Error which degrades the performance of SOFTWARE and/or restricts [End User]'s use of the SOFTWARE.
 - 8 1 7 "Priority C Error" means an Error which causes only a minor impact on the [End User]'s use of SOFTWARE.
 - 8.1.8 "Maintenance Services" means IDATIX support services as described in Section 2.
 - 8 1.9 "Telephone Maintenance" means technical support telephone assistance provided by IDATIX to the Technical Maintenance Contact during the normal business hours of 8:00 AM to 5:00 PM Eastern Standard concerning the installation and use of the then current release of SOFTWARE and the Previous Sequential Release.



- 8.1.10 "Workaround" means a change in the procedures followed or data supplied by [End User] to avoid an Error without substantially impairing [End User]'s use of SOFTWARE.
- 9. THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE SOFTWARE AND ALL MATERIALS RELATED TO THE SOFTWARE ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE SOFTWARE LICENSE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

Seller –	Purchaser	
iDatix Corporation Steve Allen CEO		
	Name	
Ву:	Title	
Date:	Date:	



PITNEY BOWES INC. SALES AGREEMENT FOR THE LOBBYGUARD SYSTEM TERMS AND CONDITIONS

- 1. <u>Purchase</u> Customer agrees to purchase from Pitney Bowes Inc ("Pitney Bowes") and Pitney Bowes agrees to sell to Customer the Lobby Guard System and the modules described on the attached Order Form (Page 1 of this document) (collectively, the "System"), subject and pursuant to the terms and conditions of this Agreement Customer may purchase additional modules for use in connection with the System by placing an order with Pitney Bowes and paying Pitney Bowes's then-current price for such modules. All orders made hereunder shall be subject to acceptance by Pitney Bowes (and, if applicable, LobbyGuard Solutions, LLC ("LobbyGuard")) and are subject to the terms and conditions of this Agreement
- 2 Purchase Price and Payment. Customer shall pay the purchase price for the System specified on the Order Form. In addition to the purchase price, Customer shall pay all transportation charges and all taxes (including, but not limited to, sales, use, privilege, ad valorem and excise taxes) paid or payable by Pitney Bowes, however designated, levied or based on amounts payable to Pitney Bowes under this Agreement, excluding only taxes based on Pitney Bowes's income in connection herewith. Unless otherwise set forth on the Order Form, Customer shall pay all fees and charges within 30 days after receipt of Pitney Bowes's invoice. Customer shall pay interest calculated at the lesser of 1.5% per month or the maximum percentage allowed by law on all overdue amounts. If Pitney Bowes employs any legal process to recover any amount due and payable from Customer hereunder, Customer shall pay all costs of collection and reasonable attorney's fees
- 3. <u>Delivery</u> Delivery shall be made F O B the place of shipping. All matters relating to shipment shall be reasonably determined by Pitney Bowes Customer shall reimburse Pitney Bowes for all shipping and insurance charges. Title to the System shall pass to Customer upon payment in full to Pitney Bowes for the System. All risk of loss shall pass to Customer at the point of delivery from Pitney Bowes or LobbyGuard's offices, as the case may be, to the carrier.
- 4 <u>Support</u> Customer agrees that it is purchasing support and maintenance services from Pitney Bowes with respect to hardware and software subscription and support services from LobbyGuard pursuant to separate support and maintenance agreements with each company. Customer acknowledges and agrees that in order for LobbyGuard to provide support and maintenance services, Customer must maintain a full-time broadband connection to the Internet
- 5 <u>License</u> The System includes software and accompanying documentation ("Licensed Materials"). "Licensed Materials" includes any updates and enhancements that may be provided to Customer by LobbyGuard LobbyGuard grants to Customer a nonexclusive license to use the Licensed Materials in connection with Customer's use of the hardware portion of the System Customer shall not modify, reverse engineer, decompile, disassemble, create derivate works based on, sublicense, or distribute the Licensed Materials or the accompanying documentation Customer may transfer the Licensed Materials to another end user on a permanent basis solely in connection with and as part of the transfer of the System hardware, provided that the end user receives a copy of these Terms and Conditions, and agrees to be bound by its terms and conditions. In no event shall the Licensed Materials be transferred to a third party separate from the hardware portion of the System.

- 6 Compliance with Laws Customer acknowledges that certain federal, state, and local laws, statutes, rules and regulations may be applicable to its use of the System and its use by Customer, and that neither Pitney Bowes nor LobbyGuard has any responsibility for informing Customer of any such laws, statutes, rules or regulations. Customer shall comply with all such laws, statutes, rules and regulations Customer agrees that it shall use the System only in the United States of America Customer will indemnify and hold harmless Pitney Bowes and LobbyGuard and its resellers from any and all claims, costs and expenses arising out of or related to a violation of the terms and conditions of this Agreement by Customer or any of its employees, agents or authorized users of the System
- 7 Warranties and Money-Back Guarantee Pitney Bowes does not provide any warranty with respect to the LobbyGuard System but passes through to the Customer LobbyGuard's limited warranty as set forth herein LobbyGuard warrants that for a period of 30 days after the delivery of the System to Customer, the software and hardware included in the Licensed Materials shall operate in accordance with manufacturer's published specifications. Customer may return the software and hardware for any such failure to meet manufacturer's published specifications at any point within the 30 day warranty period and shall be entitled to repair or replacement of the System or in LobbyGuard's sole discretion, a full refund of any funds paid hereunder for the System LobbyGuard agrees to pay return shipping of the product and to provide any materials necessary for return shipping. The Customer shall be liable for any physical damage to the hardware during the warranty period
- 8 <u>DISCLAIMER OF WARRANTIES</u> EXCEPT FOR THE FOREGOING WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE NEITHER PITNEY BOWES NOR LOBBYGUARD WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE SYSTEM IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE SYSTEM. OR OTHERWISE
- 9. LIMITATION OF LIABILITY. NEITHER LOBBYGUARD NOR PITNEY BOWES SHALL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR: LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, OR COMPUTER FAILURE, FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SYSTEM, PERFORMANCE OR FAILURE OF THE SYSTEM, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. EVEN IF PITNEY BOWES OR LOBBYGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO

HAVE FAILED OF ITS ESSENTIAL PURPOSE.
LOBBYGUARD'S AND PITNEY BOWES' AGGREGATE
LIABILITY TO CUSTOMER UNDER THIS AGREEMENT,
REGARDLESS OF THE LEGAL THEORY OF ANY CLAIM,
SHALL NOT EXCEED THE AMOUNT CUSTOMER ACTUALLY
PAID FOR THE SYSTEM HEREUNDER

- 10 Background Checks. If Customer's System or any add-on modules include the ability to perform "background checks" on individuals, the following provisions shall apply Background checks performed using the System are based on information gathered from publicly available databases Such information has not been screened for accuracy, completeness or timeliness, and should not be relied upon as a substitute for personal investigation. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and falsenegative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the System's background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and neither LobbyGuard or Pitney Bowes shall be liable for any damages that result from such use.
- 11. <u>Termination</u>. Pitney Bowes shall have the right to terminate this Agreement upon five (5) days' written notice in the event that Customer violates any material provision of this Agreement and such violation, if curable, is not cured within such five (5) day period Within five (5) days after termination of this Agreement, Customer shall return the System to Pitney Bowes. Sections 2, 5, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement

12. General

- (a) <u>Governing Law</u>. This Agreement will be governed in all respects by the laws of the State of Connecticut, without regard to Connecticut's principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the state and federal courts located in Fairfield County, Connecticut with respect to any dispute hereunder
- (b) <u>Independent Contractors</u> Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder
- (c) <u>Severability</u>: <u>Waiver</u> If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force

- without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.
- (d) Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the Order Form or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.
- (e) Force Majeure If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference
- (f) <u>Assignment</u> No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of Pitney Bowes. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns
- (g) <u>Amendments</u> Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.
- (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.
- (i) Exhibits. Exhibit A contains the terms and conditions of the LobbyGuard Software Support and Update Services Agreement and Exhibit B contains the terms and conditions of the Pitney Bowes Inc Equipment Service Level Agreement for hardware maintenance

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto hereby execute this Agreement as of the date first above written on this Order

Pitney Bowes Inc.	Customer Name:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A LOBBYGUARD SOFTWARE SUPPORT AND UPDATE SERVICES AGREEMENT

1. Obligations of LobbyGuard Solutions, LLC (LGS)

- (a) <u>Services</u> LGS shall use commercially reasonable efforts to provide the services necessary to remedy any software or hardware function that does not operate in substantial conformance to the applicable documentation (an "Error"). LGS's technical support staff shall provide Customer with email and telephone consultation during the hours of 9:00 a.m. through 5:00 p.m. US Eastern Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the System, including clarification of functions and features of the System, and clarification of documentation, as well as Error verification, analysis, corrections and work-arounds. All services provided hereunder shall be provided remotely from LGS's place of business or such other locations designated by LGS. This agreement does not cover on-site visits by LGS representatives. LGS may provide on-site support to Customer upon Customer's written request, and subject to the payment of the amounts set forth in Section 4
- (b) <u>Updates</u> LGS shall supply Customer without charge any revisions, corrections, and upgrades of the software portion of the System that are made generally available by the LGS to its other Customers free of charge ("Updates") Installation of these updates will be the responsibility of Customer.
- (c) <u>Access to Background Checking Services</u>. LGS shall supply customer access to the LobbyGuard Background Database for execution of instant background checks on visitors. Customer is responsible for providing internet access to the LobbyGuard software in order to ensure access to these services.
- (d) <u>Contacts</u> Customer will identify not more than two (2) contacts to act as the primary liaisons responsible for all communications with LGS in connection with this Agreement (hereafter "Customer Contact(s)") Customer will designate, in writing and/or e-mail to LGS, its Customer Contact(s) within one (1) week after execution of this Agreement, and may substitute Customer Contact(s) at any time by providing one (1) week's prior written and/or electronic notice thereof to LGS
- 2. Obligations of Customer. LGS's obligations hereunder are conditioned upon Customer: (i) maintaining a full-time broadband connection to the Internet, (ii) using web based software support tools that may be made available to Customer by LGS and (iii) Customer providing LGS with sufficient documentation, information, assistance, support and test time on Customer's computer system as necessary, to duplicate the problem, certify that the problem is with the System, and certify that the problem has been corrected. In addition, LGS reserves the right to suspend all provisions of this contract if Customer has invoices of any kind that are past due.
- 3 Excluded Services. LGS will not be required to perform any services where an Error relates to (a) incorporation or attachment of a feature, program or device to the System or any part thereof; (b) accident, transportation, neglect, misuse, alteration, or modification of the System or any part thereof; (c) the failure to provide a suitable installation environment; (d) use of the System or any part thereof for other than the specific purpose for which the System is designed; or (e) failure to incorporate any Updates previously provided by LGS. Corrections for difficulties or defects traceable by LGS to the foregoing may, in LGS's sole discretion, be billed to Customer at LGS's then standard time and material charges

4. Service Fees And Payment

(a) Support Fees Customer will pay to PIINEY BOWES annual software maintenance and support fees equal to \$500 (the "Support Fee") Pitney Bowes shall invoice Customer for the Support Fee on the Effective Date and on each anniversary thereof. In addition, Customer shall pay Pitney Bowes for all on-site support at Pitney Bowes' then current time and material rates, and Customer will pay all reasonable costs and expenses. The Support Fee and other amounts hereunder are due and payable within thirty (30) days of the date of invoice. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, Federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions set forth in this Agreement, excluding only taxes based on Pitney Bowes' income, according to the terms and conditions contained herein. Pitney Bowes may increase the annual fee with not less thirty (30) days prior written notice.

- (b) <u>Late Payments</u>. Any late payments will be subject to a late fee that will accrue at a monthly rate equal to the lesser of one and one-half percent (1½%) of the outstanding balance, or the maximum rate allowable under applicable law. In the event that Customer fails to pay amounts due hereunder on a timely basis, Pitney Bowes reserves the right to suspend the provision of all services under this Agreement until such outstanding fees (including applicable late fees) have been paid in full
- (c) <u>Lapsed Payments</u> If Customer elects not to renew annual support and maintenance, customer may renew later only upon payment of all of the support and maintenance fees that would otherwise have been due during the lapsed period
- 5. Term. This Agreement will commence on the Effective Date and continue in full force and effect, unless earlier terminated pursuant to the terms and conditions herein, for a period of one (1) year. This Agreement will be automatically be renewed for successive renewal terms of one (1) year each, unless either party gives the other party notice of its intention not to renew no later than sixty (60) days prior to the end of the current term or renewal term. Either party may terminate this Agreement upon the material breach of the other party if the breaching party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the other party. Any payment obligations incurred prior to termination or expiration of this Agreement will survive such termination or expiration.
- 6. LIMITED WARRANTY. LGS WARRANTS THAT THE SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A WORKMANLIKE MANNER WITH THE ORDINARY DEGREE OF SKILL PREVALENT IN THE INDUSTRY. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND LGS'S ENTIRE LIABILITY, FOR LGS'S BREACH OF THIS WARRANTY IS FOR LGS TO PERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY EXCEPT AS SPECIFICALLY SET FORTH IN THE PREVIOUS PARAGRAPH, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LGS DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH ABOVE IN THE IMMEDIATELY PRECEDING PARAGRAPH
- 7. LIMITATION OF LIABILITY. IN NO EVENT WILL LGS BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY. OR ANY OTHER FORM OF ACTION), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. IN NO EVENT WILL LGS'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED 10 THIS AGREEMENT EXCEED THE SUM OF ALL SUPPORT FEES ACTUALLY PAID TO LGS BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

8. General Provisions

- (a) Governing Law. This Agreement will be governed in all respects by the laws of the State of North Carolina, without regard to North Carolina's principles of conflict of laws. Both parties consent to jurisdiction in North Carolina and further agree that any cause of action arising out of or relating to this Agreement may be brought only in a state court in Wake County, North Carolina. or in a federal court in the Eastern District of North Carolina
- (b) Independent Contractors Each party will perform its obligations hereunder as an independent contractor and, except as expressly provided to the contrary in this Agreement, will be solely responsible for its own financial obligations. Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder.
- (c) Severability; Waiver If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein

- (d) Notices. Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the preamble to this Agreement or to such other facsimile number or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.
- (e) Force Majeure If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference
- (f) Assignment. No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of LGS. LGS may assign this Agreement without the consent of Customer. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns.
- (g) Amendments Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.
- (h) Entire Agreement This Lobby Guard Software Support and Update Services Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.

Customer:	
Signature:	
Name:	
Title:	
Date:	

EXHIBIT B

The following terms and conditions apply to your Pitney Bowes Equipment Service Level Agreement for LobbyGuard Equipment:

- 1.0 Basic Equipment Maintenance. To obtain service or emergency repair, you must contact PBI for service during its normal working hours (8am - 5pm in the time zone where the equipment is located, Monday through Friday, excluding holidays) ("Normal Working Hours"). In addition, you have access to remote telephone support through the toll free response center (8 am to 5 pm EST, Monday through Friday, excluding holidays) at 1-866-905-6229 Depending on your Equipment type and at its ontion. PBI reserves the right to service your Equipment by (a) Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem, or (b) On-site service, remote diagnostics or off-site service, including new (or equivalent to new) parts and assemblies replacement needed due to normal wear Parts or assemblies for discontinued equipment (and/or equipment not marketed as new) will be provided only if available. If service is provided for your Equipment by replacement and your problem cannot be resolved over the telephone, PBI will, at no cost to you, promptly ship new, reconditioned or remanufactured equipment to replace your Equipment. Within five (5) days of receipt of the replacement equipment, you must pack your defective Equipment in the shipping carton that contained the replacement equipment, place the shipping paid return address label on the carton and return it to PBI. You are responsible for the value of, and any damages to, the Equipment until PBI receives it. If service is provided for your Equipment by on-site service, remote diagnostics or off-site service, and if deemed necessary by PBI, a service engineer in most cases will be dispatched to arrive at your location for on-site service. There will be no hourly charges unless service is performed outside PBI's Normal Working Hours set forth above or if the problem results from one of the Exclusions listed below. Lubricants and other materials needed to service your Equipment are provided without additional charge. Notwithstanding the foregoing, consumable supplies are not covered by this SLA Professional services other than those set forth herein are not covered by this SLA Any service required as a result of a software issue or problem on your Equipment is specifically excluded from this Agreement. You must contact LobbyGuard Solutions. LLC pursuant to your LobbyGuard Software Support and Update Services Agreement for any such software-related issues
- 2.0 Exclusions. This SLA excludes services and repairs that are made necessary due to negligence or accident, damage in transit, virus contamination and loss of data, use of Equipment in a manner not authorized by this SLA or other applicable purchase, lease or licensing agreement, external forces, use of Equipment in an environment with unsuitable humidity and/or line voltage, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than PBI, the use of supplies or other hardware or software in connection with the Equipment not meeting PBI specifications, failure to use applicable software updates and/or use of Equipment with any system for which PBI has advised it will no longer provide support or has advised is no longer compatible.
- 3.0 Term. THE INITIAL TERM OF THIS AGREEMENT SHALL BE A TWELVE (12) MONTH PERIOD AND SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS, UNLESS PITNEY BOWES RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Pitney Bowes Inc. 2225 American Drive, Neenah, WI 54956. All amounts invoiced under this SLA are due and payable to Pitney Bowes upon your receipt of each invoice.
- 4 0 Modification; Termination Pitney Bowes may, from time to time, change the services provided under this SLA, modify the terms of this SLA, or terminate such services or this SLA, at Pitney Bowes' discretion, with notice to you Pitney Bowes will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SLA by delivering to Pitney Bowes written notice of your desire to terminate within thirty (30) days after your receipt of such notice from Pitney Bowes. Any such termination by you shall be effective ten (10) business days after Pitney Bowes' receipt of your notice of termination. Your notice must include your Customer account number and be sent to Pitney Bowes, by certified mail, return receipt requested, at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. If you breach any applicable term of this or any other agreement with Pitney Bowes or Pitney Bowes Global Financial Services LLC, Pitney Bowes may immediately terminate this SLA. Pitney Bowes may also recover all expenses incurred in enforcing its rights under this SLA including reasonable attorneys' fees and interest to the maximum extent permitted by law. If Pitney Bowes no longer offers maintenance service for the Equipment or this SLA is terminated by Pitney Bowes or if you have terminated this SLA as provided in this Section 4.0. Pitney Bowes' sole obligation shall be a pro-rata refund of fees paid for the terminated services except if the termination is due to your breach of this SLA.
- 5.0 Fees. Adjustments to SLA rates will be made only at renewal time. If your Equipment is regularly operated more than one eight-hour shift per day, five days per week, a surcharge will be added to your annual rate. Pitney Bowes reserves the right not to renew this SLA at any time and for any reason including, but not limited to age of the Equipment or excessive cycle count, or your refusal to pay any amounts due under this SLA. If any payment under this SLA is not made in full on or before its due date, you shall pay Pitney Bowes' then applicable administrative fee assessed on delinquent accounts, including interest from its due

date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is PBI's assurance that you have the authority to enter into this SLA Pitney Bowes' acceptance is signified when its authorized invoice is issued or by its acceptance of your payment

6.0 Liabilities; Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT, PITNEY BOWES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR EQUIPMENT FURNISHED HEREUNDER. OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SERVICE LEVEL AGREEMENTS WITH GUARANTEED RESPONSE TIMES UNDER SECTION 11, IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE 12-MONTH TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

7.0 General

For your convenience, if you replace the Equipment covered by this SLA, your coverage will remain in effect on the replacement Pitney Bowes equipment (if the equipment qualifies) at Pitney Bowes' then current annual rate for the replacement equipment. If you acquire an attachment to your covered Equipment or add a unit to a covered integrated system, Pitney Bowes will provide coverage for any qualifying attachment or unit and adjust your rate accordingly. If you do not elect to continue coverage on the replacement equipment, you may cancel this SLA within thirty (30) days after the date of your initial invoice, and any further maintenance or repair services provided for your Equipment will be subject to Pitney Bowes' then current chargeable rates for maintenance and emergency repair services You may have additional remedies available under Pitney Bowes' Customer Satisfaction Guarantee Program as established by Pitney Bowes from time to time In no event (including under the Customer Satisfaction Guarantee Program) will Pitney Bowes be liable for any damages including any lost profits, or other incidental or consequential damages for nonperformance of any obligations under this SLA. This SLA comprises the entire agreement between us with regard to the subject covered, and supersedes all prior statements, understandings and agreements, oral or written, or other documents if they purport to obligate us in any way beyond the terms of this SLA. Purchase orders or any other document that add to, vary from, or conflict with these terms are rejected. Pitney Bowes shall not be held responsible or incur any liability for any delay or failure in performance of any part of this SLA to the extent that such delay or failure results from causes beyond its control, including but not limited to fire, flood, explosion, war, terrorism, labor dispute, embargo, government requirement, civil or military authority, natural disasters, or other similar types of situations

EXHIBIT B

LOBBYGUARD SOFTWARE SUPPORT AND UPDATE SERVICES AGREEMENT

1. Obligations of LobbyGuard Solutions, LLC (LGS).

- (a) <u>Services</u> LGS shall use commercially reasonable efforts to provide the services necessary to remedy any software or hardware function that does not operate in substantial conformance to the applicable documentation (an "Error") LGS's technical support staff shall provide Customer with email and telephone consultation during the hours of 9:00 a m. through 5:00 p m. US Eastern Time. Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the System including clarification of functions and features of the System, and clarification of documentation, as well as Error verification, analysis, corrections and work-arounds. All services provided hereunder shall be provided remotely from LGS's place of business or such other locations designated by LGS. This agreement does not cover on-site visits by LGS representatives. LGS may provide on-site support to Customer upon Customer's written request, and subject to the payment of the amounts set forth in Section 4.
- (b) <u>Updates</u>. LGS shall supply Customer without charge any revisions, corrections, and upgrades of the software portion of the System that are made generally available by the LGS to its other Customers free of charge ("Updates"). Installation of these updates will be the responsibility of Customer
- (c) <u>Access to Background Checking Services</u>. LGS shall supply customer access to the LobbyGuard Background Database for execution of instant background checks on visitors. Customer is responsible for providing internet access to the LobbyGuard software in order to ensure access to these services.
- (d) <u>Contacts</u>. Customer will identify not more than two (2) contacts to act as the primary liaisons responsible for all communications with LGS in connection with this Agreement (hereafter "Customer Contact(s)"). Customer will designate, in writing and/or e-mail to LGS, its Customer Contact(s) within one (1) week after execution of this Agreement, and may substitute Customer Contact(s) at any time by providing one (1) week's prior written and/or electronic notice thereof to LGS
- 2 Obligations of Customer. LGS's obligations hereunder are conditioned upon Customer: (i) maintaining a full-time broadband connection to the Internet, (ii) using web based software support tools that may be made available to Customer by LGS and (iii) Customer providing LGS with sufficient documentation, information, assistance, support and test time on Customer's computer system as necessary, to duplicate the problem, certify that the problem is with the System, and certify that the problem has been corrected. In addition, LGS reserves the right to suspend all provisions of this contract if Customer has invoices of any kind past due to LGS.
- 3. Hardware Support LGS agrees to provide reasonable commercial efforts with customer to correct any hardware issues that may arise All hardware warranties and shipping responsibilities are outlined in the separate LobbyGuard Kiosk Hardware Warranty document Customer agrees to have a technically proficient contact available at customer location for any hardware troubleshooting issues with LGS
- 4. Excluded Services. LGS will not be required to perform any services where an Error relates to (a) incorporation or attachment of a feature, program or device to the System or any part thereof; (b) accident, transportation, neglect, misuse, alteration, or modification of the System or any part thereof; (c) the failure to provide a suitable installation environment; (d) use of the System or any part thereof for other than the specific purpose for which the System is designed; or (e) failure to incorporate any Updates previously provided by LGS. Corrections for difficulties or defects traceable by LGS to the foregoing may, in LGS's sole discretion, be billed to Customer at LGS's then standard time and material charges.

5. Service Fees And Payment.

- (a) Support Fees. Customer will pay to LGS annual software maintenance and support fees equal to \$400 (the "Support Fee"). LGS shall invoice Customer for the Support Fee on the Effective Date and on each anniversary thereof. In addition, Customer shall pay LGS for all on-site support at LGS's then current time and material rates, and Customer will pay all reasonable costs and expenses. The Support Fee and other amounts hereunder are due and payable within thirty (30) days of the date of invoice. Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, Federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions set forth in this Agreement, excluding only taxes based on LGS's income, according to the terms and conditions contained herein LGS may increase the annual fee with not less thirty (30) days prior written notice
- (b) <u>Late Payments</u> Any late payments will be subject to a late fee that will accrue at a monthly rate equal to the lesser of one and one-half percent (1½%) of the outstanding balance, or the maximum rate allowable under applicable law. In the event that Customer fails to pay amounts due hereunder on a timely basis, LGS reserves the right to suspend the provision of all services under this Agreement until such outstanding fees (including applicable late fees) have been paid in full.
- (c) <u>Lapsed Payments</u>. If Customer elects not to renew annual support and maintenance, customer may renew later only upon payment of all of the support and maintenance fees that would otherwise have been due during the lapsed period
- 6. **Term.** This Agreement will commence on the Effective Date and continue in full force and effect, unless earlier terminated pursuant to the terms and conditions herein, for a period of one (1) year. This Agreement will be automatically be renewed for successive renewal terms of one (1) year each, unless either party gives the other party notice of its intention not to renew no later than sixty (60) days prior to the end of the current term or renewal term. Either party may terminate this Agreement upon the material breach of the other party if the breaching party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the other party. Any payment obligations incurred prior to termination or expiration of this Agreement will survive such termination or expiration.
- 7. LIMITED WARRANTY. LGS WARRANTS THAT THE SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A WORKMANLIKE MANNER WITH THE ORDINARY DEGREE OF SKILL PREVALENT IN THE INDUSTRY CUSTOMER'S SOLE AND

EXCLUSIVE REMEDY, AND LGS'S ENTIRE LIABILITY, FOR LGS'S BREACH OF THIS WARRANTY IS FOR LGS TO PERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THE PREVIOUS PARAGRAPH. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LGS DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION OTHER THAN THOSE SET FORTH ABOVE IN THE IMMEDIATELY PRECEDING PARAGRAPH

8. LIMITATION OF LIABILITY. IN NO EVENT WILL LGS BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. IN NO EVENT WILL LGS'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF ALL SUPPORT FEES ACTUALLY PAID TO LGS BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9. General Provisions.

- (a) <u>Governing Law</u> This Agreement will be governed in all respects by the laws of the State of North Carolina, without regard to North Carolina's principles of conflict of laws Both parties consent to jurisdiction in North Carolina and further agree that any cause of action arising out of or relating to this Agreement may be brought only in a state court in Wake County, North Carolina, or in a federal court in the Eastern District of North Carolina
- (b) <u>Independent Contractors</u> Each party will perform its obligations hereunder as an independent contractor and, except as expressly provided to the contrary in this Agreement, will be solely responsible for its own financial obligations. Nothing contained herein shall be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder
- (c) <u>Severability; Waiver</u> If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein
- (d) <u>Notices</u> Any notice or communication permitted or required hereunder will be in writing and will be delivered by facsimile transmission with confirmation of receipt, in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth in the preamble to this Agreement or to such other facsimile number or address as either party may provide from time to time to the other. If notice is given in person, by courier, or by facsimile, it will be effective upon receipt; and if notice is given by mail, it will be effective three (3) business days after deposit in the mail.
- (e) <u>Force Majeure</u>. If performance of this Agreement, or any obligation hereunder (other than the obligation to pay) is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party (including without limitation the failure of any suppliers to perform), the party so affected, upon giving prompt notice to the non-affected party, will be excused from such performance to the extent of such prevention, restriction, or interference
- (f) <u>Assignment</u> No right or obligation of Customer under this Agreement will be assigned, delegated, or otherwise transferred, whether by agreement, operation of law, or otherwise, without the express prior written consent of LGS. LGS may assign this Agreement without the consent of Customer. Any purported assignment, delegation, or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement in its entirety will bind each party and its permitted successors and assigns
- (g) <u>Amendments</u>. Any amendments, modifications, supplements, or other changes to this Agreement must be in writing and signed by duly authorized representatives of each party.
- (h) Entire Agreement This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof.

LobbyGuard Solutions, LLC	Customer:
Signature:	Signature:
Name:	Name:
Jitle:	Title:
Date:	Date:



PITNEY BOWES INC.

SALES TERMS AND CONDITIONS

1 DEFINITIONS

As used in this Agreement, the following terms mean:

"<u>Agreement</u>" - the Order these terms and conditions, and any attached exhibits and statements of work ("SOW")

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date - the date the Order is received by us

"SLA" - the Service Level Agreement attached as Exhibit A

"Equipment" - P8t Equipment and third party equipment excluding any IntelliLink Control Center® or Meter

"Initial Service Term" - a period of twelve (12) months.

"IntelliLink® Control Center" or "Meter" - any postage meter supplied by us including the postal security device the user interface or keyboard and display and the print engine "Maintenance Service" - the maintenance service tier for the Equipment selected by you on the record (if any) The SLA describes the available Equipment Maintenance

"Maintenance Service Term" - The Initial Service Term and all Renewal Service Terms

"Order" - the cover page to this Agreement

"PBI Equipment" - PBI-branded equipment.

"PBI" "We " Ours." or "Us" - Pitney Bowes Inc. and its subsidiaries

"Shipment Date" - the date the Equipment leaves our facility or our agent's facility for delivery to you

"Third Party Equipment" - equipment manufactured by a party other than us

"You" "Your" or the "Customer". the person or entity identified on the Order who is purchasing Equipment or Services

2 AGREEMENT

- 2.1 You agree to purchase the Equipment and services listed on the Order You agree to rent any IntelliLink® Control Center or Meter listed on the Order
- 2.2 This Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement

3 FEES, INVOICING, AND TAXES

- 3.1 <u>Equipment and Service Fees.</u> You agree to pay the fees listed on the Order upon receipt of our invoice.
- 3.2 <u>Invoicing</u> If a SOW is attached to this Agreement the SOW may describe the conditions under which you will receive your first invoice

33 Taxes

You are responsible for paying any taxes on the Equipment and services including sales and use tax.

3.4 <u>Late Fees</u>

- (a) If your payment is overdue we will charge a late fee on the outstanding amount equal to the lesser of 18% per year and the maximum rate allowed by law until paid in full.
- (b) You agree to pay us a return payment fee for each returned payment and that we may recover all expenses and interest to the maximum extent permitted by law
- 3.5 <u>Suspension of Services.</u> We can suspend services if your account is more than thirty (30) days past due

4. MAINTENANCE SERVICES (If Purchased)

- 4.1 <u>Term.</u> We will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.
- 4.2 RENEWAL SERVICE TERM(S). MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS TERMINATED BY YOU AS SPECIFIED IN SECTION 4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM OR RENEWAL IS PROHIBITED BY APPLICABLE LAW

4.3 Ending Your Maintenance Service

- (a) IF YOU DO NOT WISH TO RENEW YOUR MAINTENANCE SERVICE YOU MUST DELIVER A WRITTEN NOTICE (including your account number) (the "Termination Notice") via certified mail to us at the following address: Pitney Bowes Inc. 2225 American Drive. Neenah WI 54956.
- (b) We reserve the right not to renew your SLA at any time and for any reason

4.4 Maintenance Service Changes

- (a) We may modify our Maintenance Service by providing written notice to you (a "Maintenance Change Notice") which will state whether the change is material
- (b) After receiving a Maintenance Change Notice if the change is material you may terminate Maintenance Services by delivering a Termination Notice within thirty (30) days of your receipt of the notice via certified mail to us at the following address: Pitney Bowes Inc. 2225 American Drive Neenah WI 54956 Your Termination Notice must include your customer account number and is effective ten (10) business days after we receive it.

5. WARRANTIES

5.1 <u>Customer Warranties</u>

You represent and warrant that you will use the Equipment only for business or commercial purposes and not for personal family or household use

5.2 Our Equipment Warranty

- (a) We warrant that the PBI Equipment you purchased is free from defects in material and workmanship and will perform according to the customer user guide for a period of ninety (90) days from the install date (the 'Warranty Period')
- (b) As your sole remedy for a warranty claim we will either repair the Equipment or at our option replace the Equipment.
- (c) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (d) There is no warranty for Equipment requiring repair or replacement because of your negligence usage which exceeds our recommendations damage in transit virus contamination or loss of data misuse external forces, loss or fluctuation of power fire flood or other natural causes, service by anyone other than PBI or the use of third party supplies (such as ink) resulting in: (i) damage to PBI's Equipment; (ii) poor indicia, text or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia text or images.
- (e) The warranty does not cover consumable parts such as printheads, belts ink rollers, sealer and moistener brushes, bulbs, felts and sponges.

53 Our Services Warranty

- (a) We warrant that services will be performed in a professional and workmanlike manner
- (b) As your sole remedy for a warranty claim we will re-perform these services.
- 5.4 <u>DISCLAIMER</u> EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED WE ARE NOT RESPONSIBLE FOR POOR INDICIA. TEXT. OR IMAGE PRINT QUALITY. OR FAILURES TO PRINT INDICIA. TEXT. OR IMAGES RESULTING FROM THE USE OF THIRD PARTY SUPPLIES (SUCH AS INK).
- 5.5 THIRD PARTY EQUIPMENT. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT WE AGREE TO PASS

THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE

6 LIMITATION ON LIABILITY

- 6.1 OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SLA TIER 3 OUR TOTAL LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY YOU TO US UNDER THE ORDER IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM.
- 62 WE ARE NOT LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMMISSIONS
- 63 WE ARE NOT LIABLE FOR ANY INDIRECT INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING LOST PROFITS DATA OR GOODWILL FOR ANY MATTER RELATING TO THIS AGREEMENT

7 INSTALLATION

- 7.1 If we are installing the Equipment you agree to provide a suitable power source and access to the install area.
- 7.2 We will make every reasonable effort to install the Equipment on the requested date but cannot guarantee a specific install date

8 DELIVERY; RISK OF LOSS; RETURNS

- 8.1 Delivery You bear all shipping charges for delivery of the Equipment.
- 8 2 <u>Title: Risk of Loss</u>
 - (a) Title to the Equipment (excluding any rented or leased Equipment and any software within Equipment) passes to you only after we receive full payment for the Equipment.
 - (b) Risk of loss passes to you upon delivery of the Equipment to the location identified in the Order

8.3 Binding Order

- (a) The Order is binding upon you on:
 - (i) the Shipment Date: or

- (ii) with respect to customized equipment, the date you execute the Order or
- (iii) with respect to any Equipment paid for in more than one installment the date on which we receive the first installment payment.
- (b) If you pay a deposit the deposit is non-refundable once the Order is binding upon you

INTELLILINK SUBSCRIPTION (METER RENTAL)

- 9.1 If your purchase includes the rental of an IntelliLink® Control Center or Meter a rental agreement containing additional terms and conditions will be attached to this Agreement ("meter rental terms").
- 9.2 The meter rental terms are incorporated into and made part of this Agreement.

10. SECURITY INTEREST

You grant to us a purchase money security interest in the Equipment to secure payment.

11 FORCE MAJEURE

We are not responsible for any delay or failure to perform resulting from causes beyond

12 ASSIGNMENT

You may not assign this Agreement without our prior written consent and any such attempt is void

EXHIBIT A

Service Level Agreement

The following describes the SLA tiers of service that we offer on Equipment. The SLA tier you select will be listed on the Order A separate Software License and Maintenance Agreement (SMA) covers software maintenance and will be attached to this Agreement if you are purchasing software

S1 TIER 1

S1.1 <u>General</u> Under Tier 1 we will at our option provide repair or replacement services for the Equipment you select on the Order ("Covered Equipment") during the Initial Service Term or any Renewal Service Term (the "Maintenance Service Term"). You are also entitled to two preventative maintenance service calls per calendar year to be made at your initiation.

S1 2 Obtaining Service

- (a) To obtain service you may either:
 - (1) call our toll-free response center (the "Customer Care Center") at 1-800-522-0020 during the hours of 8 a m - 8 p.m. Eastern Standard Time Monday through Friday excluding PBI's holidays ("Normal Working Hours"); or
 - (2) place a request for service via our website at www.pb com
- (b) We have designated certain equipment as "service by replacement" which means that we will replace rather than repair this equipment.

S13 Replacement Service

- (a) If we determine that replacement is necessary we will at no additional cost promptly ship new reconditioned or remanufactured Equipment to replace the affected Equipment.
- (b) Within five (5) days of receiving the replacement Equipment, you must pack the defective Equipment in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to us.
- (c) You are responsible for the Equipment until we receive it

S1.4 Repair Service

- (a) If we determine that repair service is necessary we may provide repair via remote access, diagnostics and coordinated remote service or via on-site repair service.
- (b) Repair service is only provided for damage resulting from normal wear and tear and may include the use of new reconditioned or remanufactured parts and assemblies.
- (c) We will provide parts or assemblies for discontinued Equipment (or Equipment not marketed as new) only if available
- (d) If we deem it necessary we will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working. Hours, which will be done only with your consent.

S2 TIER 2

- \$2.1 If you select Tier 2 we will provide the following support:
 - (a) All coverage provided under Tier 1 PLUS:
 - (b) Ongoing Equipment Training Services We will provide the following training which we will schedule at a time convenient for both parties. Training will include an overview for the operator(s) on how to use the Covered Equipment. The number of training sessions that are included during each twelve (12) month period during the Maintenance Service Term are as follows:

- Mail finishing products (which includes Meters and scales) up to six (6) training sessions;
- (2) Mail finishing accounting software solutions up to four (4) training sessions;
- (3) Mail creation hardware products (which includes tabletop folders tabletop inserters, and address printers) - up to four (4) training sessions; and
- (4) Distribution solutions hardware products up to four (4) training sessions.
- (c) <u>Additional Covered Itlems.</u> We will provide printheads for Meters or Equipment without additional charge

S3 TIER 3

- \$3.1 If you select Tier 3 we will provide the following support:
 - (a) All coverage provided under Tier 1 and Tier 2 PLUS:
 - (b) <u>Preventive Maintenance Services</u> We will perform maintenance on the Covered Equipment at regular intervals.
 - (c) Response Time Commitment
 - (1) If we determines that on-site service is necessary we will use commercially reasonable efforts to have a service technician onsite within four (4) hours (during Normal Working Hours only) of our receipt of the call at the Customer Care Center (the 'Response Time Commitment')
 - (2) You agree that the Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the four (4) hour time period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
 - (3) You may choose to schedule service at a time outside of the four (4) hour response time
 - (4) Service designated as service by replacement software maintenance preventive maintenance operator training or other services not essential to repair the Covered Equipment will be scheduled in advance and are not covered by the Response Time Commitment.
 - (5) If the Covered Equipment is moved from its original location we may elect to revise this Tier 3 to delete the Response Time Commitment. If this happens, you will receive a refund equal to the difference between the cost of the Response Time Commitment and the cost of maintenance coverage without this obligation.
 - (d) Liquidated Damages for Failure to Meet Response Time
 - We agrees that if we do not meet the Response Time Commitment we will provide you with a credit equal to three
 months of the cost of the premium of the additional Response Time Commitment.
 - (2) You must use a refund request form in order to request a refund You may obtain a refund form from your service technician or by calling the Customer Care Center. The credits are limited to credits for two (2) failures to meet the Response Time Commitment in any twelve (12) month period during the Maintenance Service Term. The remedies described in this Section are your sole remedy for our failure to meet the Response Time Commitment.

S4 ADDITIONAL MAINTENANCE TERMS

- \$4.1 These terms apply to all Maintenance Service tiers:
 - (a) You will be billed annually and in advance for Maintenance Service
 - (b) Limitations. Maintenance Service does not include:
 - (i) software maintenance and/or updates; and
 - (ii) services and repairs that are made necessary due to:
 - (A) negligence or accident damage in transit virus contamination and loss of data:
 - use of Covered Equipment in a manner not authorized by this SLA or the Equipment user quide;
 - (C) external forces:
 - (D) use of Covered Equipment in an environment with unsuitable humidity and/or line voltage;
 - (E) loss of electrical power power fluctuation operator error casualty (such as fire flood or other natural causes)
 - (F) sabotage repair or attempted repair by anyone other than us:
 - (G) the use of third party supplies (such as ink). hardware or software resulting in: (i) damage to the Equipment; (ii) poor indicia text or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia text or images;
 - (H) failure to use applicable software updates; or
 - (i) use of Covered Equipment with any system for which we have advised we will no longer provide support or has advised is no longer compatible

(c) Additional Exclusions

Unless covered under one of the above maintenance tiers, Maintenance Service excludes rate program software for electronic scales and weighing systems software maintenance and/or updates and consumable supplies for all levels of service including printheads for Meters. IntelliLink® Control Centers and printers for standard service

(d) <u>Fees for Services Not Covered by this SLA</u> If our service technician provides service for repairs made necessary due to one of the causes listed in Section 4 1(a)(ii) you will be charged for the service at our current hourly rates and for any required parts.

(e) Replacement Equipment

- (i) If you replace any of your Covered Equipment during the Maintenance Service Term and the replacement Equipment qualifies for maintenance services, we will automatically enroll you for maintenance coverage on the new Equipment at our current annual rates.
- If you acquire an attachment or add a unit to your Covered Equipment we will provide coverage for any qualifying attachment or unit and adjust your rate accordingly
- (iii) If you choose not to continue coverage on the replacement Equipment attachment or unit you may cancel Maintenance Services with respect to the item within thirty (30) days of the date of your initial invoice for the item from we and any further maintenance or repair services on the Equipment attachment or unit will be subject to our current rates

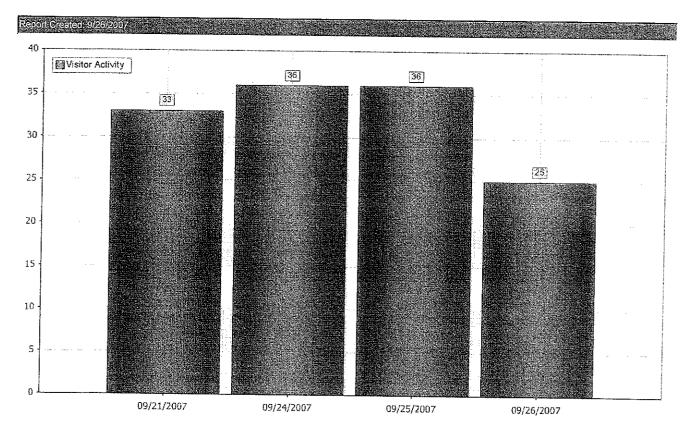


Time and Attendance Report

Report Created: 9/26/2007					
Sign-In Date	Sign-Out Date	Name	Visitor Type	Reason	Duration
9/19/2007 12:35:35 PM	9/19/2007 12:35:54 PM	VASQUEZ PETE	Visitor	Personal Visit	00:00:19
9/19/2007 12:36:16 PM	9/19/2007 12:58:02 PM	VASQUEZ PETE	Visitor	Personal Visit	00:21:46
9/20/2007 1:17:06 PM	9/20/2007 2:13:15 PM	VASQUEZ PETE	Visitor	Interview	00:56:09
9/21/2007 7:51:11 AM	9/21/2007 8:20:48 AM	VASQUEZ PETE	Visitor	Attending a Meeting	00:29:37



Visitor Activity Chart





Visitor Log Report

Report Created: 9/26/2007.			
Sign-In Date	Name	Visitor Type	Number of Records: 25
9/21/2007 8:17:08 AM	BLUME NATALIE	Parent	Other
9/21/2007 8:34:29 AM	BALDWIN DAYNA	Parent	Visit the classroom
9/21/2007 9:41:49 AM	KENNEDY GOOCH TINA	Parent	Other
9/21/2007 11:41:52 AM	DAN ERSKINE	Parent	Other
9/21/2007 11:54:48 AM	RAMIREZ EMMANUEL	Visitor	Personal Visit
9/21/2007 2:05:53 PM	MCLEOD ASHLEY	Visitor	Personal Visit
9/21/2007 2:17:11 PM	CROSS STEPHANIE	Visitor	School Tour
9/24/2007 8:00:45 AM	VASQUEZ PETE	Visitor	School Tour
9/24/2007 8:19:52 AM	KINNEY JOSH	Visitor	Personal Visit
9/24/2007 12:50:42 PM	ADAMS TIMOTHY	Employee	. 5.52.11.2. 1.5/2
9/24/2007 3:09:23 PM	SMITH BRETT	Employee	
9/25/2007 7:54:38 AM	PRITCHARD MRS	Substitute	Special Education
9/25/2007 8:08:29 AM	DECANEY ANGELA	Parent	Visit the classroom
9/25/2007 11:37:37 AM	SKELLY PAT	Substitute	Third Grade: Mrs Wa
9/25/2007 12:50:36 PM	KINNEY JOSH	Parent	Picking Up a Student
9/25/2007 3:01:16 PM	BACON MARISA	Parent	Other
9/25/2007 3:01:58 PM	BACON DOLORES	Visitor	Attending a Meeting
9/25/2007 3:03:32 PM	HACKMAN DANNETTE	Visitor	Attending a Meeting
9/25/2007 3:16:57 PM	BROWN TRACI	Visitor	Attending a Meeting
9/26/2007 7:55:57 AM	HIGLEY MARTHA	Substitute	Special Education
9/26/2007 8:18:51 AM	SCHULTZ WILLIAM	Visitor	Attending a Meeting
9/26/2007 9:24:00 AM	MANERY NATHAN	High School Aide	First Grade: Kinderga
9/26/2007 11:22:52 AM	GOMEZ MARGARITA	Parent	Other
9/26/2007 11:54:19 AM	STANSBERY LINDA	Volunteer	Pre-School: Mrs. Tho
9/26/2007 11:58:10 AM	BARTO LARISSA	Parent	Dropping off a Studer



Visitor Archive Report

Report Created 9/26/20	07/ projector (1904)		Tyske sugar		Number of Records: 206
Sign-In Date	Sign-Out Date	Name	Visitor Type	Reason	Duration
9/19/2007 7:58:40 AM	9/19/2007 8:30:08 AM	KELTZ ROBERT	Parent	Mrs. Black	00:31:28
9/19/2007 7:59:08 AM	9/19/2007 9:00:25 AM	RICHERT CHELSEA	High School Aide	Other	01:01:17
9/19/2007 7:59:54 AM	9/19/2007 8:31:04 AM	KELTZ RAISA	Parent	Visit the classroom	00:31:10
9/19/2007 8:02:42 AM	9/19/2007 4:05:03 PM	THOMAS JESSICA	High School Aide	Mrs Thomas	08:02:21
9/19/2007 8:10:28 AM	9/19/2007 8:12:00 AM	ROUNDY ROBERT	Parent	Mrs Thomas	00:01:32
9/19/2007 8:11:17 AM	9/19/2007 4:05:03 PM	SAUCEDO MANDY	Parent	Mrs. Thomas	07:53:46
9/19/2007 8:14:55 AM	9/19/2007 8:43:37 AM	KANE MINA	Visitor	Personal Visit	00:28:42
9/19/2007 8:15:32 AM	9/19/2007 8:38:19 AM	SHURTLEFF KRIS	Parent	Mrs. Lewellen	00:22:47
9/19/2007 8:16:04 AM	9/19/2007 8:38:39 AM	GEHRKE CRESENDA	Parent	Mrs Lewellen	00:22:35
9/19/2007 8:17:05 AM	9/19/2007 8:21:20 AM	CRBAJAL RACHEL	Parent	Mrs Thomas	00:04:15
9/19/2007 8:41:46 AM	9/19/2007 12:25:04 PM	SHOEMAKER SHERRAL	Visitor	Personal Visit	03:43:18
9/19/2007 9:22:16 AM	9/19/2007 9:22:26 AM	GOODWIN SARAH	High School Aide	Library	00:00:10
9/19/2007 10:20:22 AM	9/19/2007 10:44:02 AM	WILSON MARTIN	Visitor	Personal Visit	00:23:40
9/19/2007 10:29:19 AM	9/19/2007 11:29:26 AM	MAHLER AMY	Parent	Visit the classroom	01:00:07
9/19/2007 11:06:03 AM	9/19/2007 12:48:35 PM	ROUNDY ROBERT	Parent	Mrs Thomas	01:42:32
9/19/2007 11:14:32 AM	9/19/2007 12:01:46 PM	KELTZ ROBERT	Parent	Visit the classroom	00:47:14
9/19/2007 11:15:05 AM	9/19/2007 12:01:53 PM	KELTZ RAISA	Parent	Visit the classroom	00:46:48
9/19/2007 11:23:49 AM	9/19/2007 12:49:46 PM	ROUNDY KELLI	Parent	Mrs Thomas	01:25:57
9/19/2007 11:30:57 AM	9/19/2007 12:29:58 PM	STAMPFLI PAMELA	Parent	Visit the classroom	00;59;01
9/19/2007 11:53:02 AM	9/19/2007 12:27:43 PM	STAMPFLI KENT	Visitor	Personal Visit	00:34:41
9/19/2007 11:54:55 AM	9/19/2007 11:56:38 AM	GOFF RANDY	Parent	Miss Sitz	00:01:43
9/19/2007 11:56:16 AM	9/19/2007 12:10:10 PM	MYERS DENISE	Parent	Mrs Lewellen	00:13:54
9/19/2007 11:59:34 AM	9/19/2007 12:02:01 PM	STANSBERY LINDA	Volunteer	Mrs. Thomas	00:02:27
9/19/2007 12:01:25 PM	9/19/2007 12:04:51 PM	TORKELSON WENDY	Parent	Miss Sitz	00:03:26
9/19/2007 12:04:06 PM	9/19/2007 12:06:05 PM	BROWN LISA	Parent	Miss Hulet	00:01:59
9/19/2007 12:12:03 PM	9/19/2007 12:15:25 PM	PRECIADO BRENDA	Parent	Mrs Wheeler	00:03:22
9/19/2007 12:21:19 PM	9/19/2007 12:27:18 PM	STONE DARRIN	Equipment / Facility ξ	Electrical	00:05:59
9/19/2007 12:35:35 PM	9/19/2007 12:35:54 PM	VASQUEZ PETE	Visitor	Personal Visit	00:00:19
9/19/2007 12:36:16 PM	9/19/2007 12:58:02 PM	VASQUEZ PETE	Visitor	Personal Visit	00:21:46
9/19/2007 12:37:08 PM	9/19/2007 1:18:53 PM	GONZALEZ ANGEL	High School Aide	PE	00:41:45
9/19/2007 12:37:30 PM		MORITZ MORGAN	High School Aide	Mrs Goertz	00:37:26
9/19/2007 2:25:31 PM	9/19/2007 3:15:21 PM	SEAY ANNIE	High School Aide	Mrs. Thomas	00:49:50
9/19/2007 2:25:47 PM	9/19/2007 3:00:11 PM	CAYFORD CHELSIE	High School Aide	Mrs. Black	00:34:24
9/19/2007 2:29:28 PM	9/19/2007 3:03:40 PM	RICHERT CHELSEA	High School Aide	Other	00:34:12
9/19/2007 2:29:56 PM	9/19/2007 3:03:06 PM	STEINER SHANDRA	High School Aide	Mrs Grimes	00:33:10
9/19/2007 2:30:42 PM	9/19/2007 3:03:08 PM	MORITZ MYRIAH	High School Aide	Mrs Grimes	00:32:26
9/19/2007 2:36:18 PM	9/19/2007 4:05:03 PM	MEYER GLEN	Parent	Mrs Grimes	01:28:45
9/19/2007 3:05:59 PM	9/19/2007 3:06:33 PM	EVERSON CHAD	Visitor	Personal Visit	00:00:34
9/20/2007 7:53:41 AM	9/20/2007 8:00:46 AM	GOMEZ OMAR	Parent	Visit the classroom	00:07:05
9/20/2007 7:55:30 AM	9/20/2007 3:31:16 PM	HIGLEY MARTHA	Substitute	Mrs. Thomas	07:35:46
9/20/2007 7:56:25 AM	9/20/2007 8:19:21 AM	KELTZ RÖBERT	Parent	Mrs Black	00:22;56
9/20/2007 7:56:54 AM	9/20/2007 9:04:16 AM	RICHERT CHELSEA	High School Aide	Other	01:07:22
9/20/2007 8:10:25 AM	9/20/2007 8:18:40 AM	ROUNDY ROBERT	Parent	Mrs. Thomas	00:08:15
9/20/2007 8:44:40 AM	9/20/2007 8:45:07 AM	SHEPHERD IVORY	Parent	Visit the classroom	00:00:27
9/20/2007 8:46:19 AM	9/20/2007 8:47:39 AM	SHEPHERD IVORY	Parent	Visit the classroom	00.01.20
0.20/2001 0.10 10 /HH					

Sign-lingsacous	Sign-Out Date	Name ^e	Visitor Type	Reason	Durațion
9/20/2007 9:19:41 AM	9/20/2007 9:19:48 AM	GOODWIN SARAH	High School Aide	Library	00:00:07
9/20/2007 9:47:15 AM	9/20/2007 9:51:46 AM	ANDERSON CYNTHIA	Parent	Illness	00:04:31
9/20/2007 11:03:25 AM	9/20/2007 11:48:48 AM	KELTZ ROBERT	Parent	Visit the classroom	00:45:23
9/20/2007 11:40:09 AM	9/20/2007 4:08;22 PM	DAN ERSKINE	Parent	Other	04:28:13
9/20/2007 11:47:34 AM	9/20/2007 4:08:22 PM	BONNELL DOROTHY	Parent	Other	04:20:48
9/20/2007 11:53:22 AM	9/20/2007 12:06:42 PM	STANSBERY LINDA	Volunteer	Mrs Thomas	00:13:20
9/20/2007 11:57:01 AM	9/20/2007 4:08:22 PM	BARTO LARISSA	Parent	Miss Sitz	04:11:21
9/20/2007 11:58:19 AM	9/20/2007 12:02:06 PM	BROWN LISA	Parent	Miss Hulet	00:03:47
9/20/2007 12:01:35 PM	9/20/2007 4:08;22 PM	BOSWELL AMY	Parent	Miss Hulet	04:06:47
9/20/2007 12:02:42 PM	9/20/2007 12:07:29 PM	TORKELSON BERT	Parent	Mrs. Lewellen	00:04:47
9/20/2007 12:03:50 PM	9/20/2007 12:05:28 PM	ROUNDY KELLI	Parent	Mrs Thomas	00:01:38
9/20/2007 12:23:47 PM	9/20/2007 12:25:38 PM	PRECIADO BRENDA	Parent	Mrs Wheeler	00:01:51
9/20/2007 12:36:19 PM	9/20/2007 1:21:29 PM	BUTTRAM JOE	High School Aide	PE	00:45:10
9/20/2007 12:36:43 PM	9/20/2007 1:17:19 PM	MORITZ MORGAN	High School Aide	Mrs Goertz	00:40:36
9/20/2007 12:47:58 PM	9/20/2007 1:20:49 PM	GONZALEZ ANGEL	High School Aide	PE	00:32:51
9/20/2007 1:17:06 PM	9/20/2007 2:13:15 PM	VASQUEZ PETE	Visitor	Interview	00:56:09
9/20/2007 1:23:55 PM	9/20/2007 3:06:09 PM	NIELSON HELEN	Volunteer	Mrs. Grimes	01:42:14
9/20/2007 2:10:13 PM	9/20/2007 2:32:40 PM	SEAL MONTGOMERY	Equipment / Facility S	Heating/Cooling	00:22:27
9/20/2007 2:12:22 PM	9/20/2007 2:32:43 PM	HECKEL LARRY	Equipment / Facility S	Heating/Cooling	00:20:21
9/20/2007 2:25:57 PM	9/20/2007 3:15:15 PM	SEAY ANNIE	High School Aide	Mrs Thomas	00:49:18
9/20/2007 2:28:11 PM	9/20/2007 3:01:43 PM	ARRIERO AMBER	Parent	Visit the classroom	00:33:32
9/20/2007 2:29:36 PM	9/20/2007 3:04:20 PM	MORITZ MYRAH	High School Aide	Mrs Grimes	00:34:44
9/20/2007 2:29:52 PM	9/20/2007 3:04:18 PM	STEINER SHANDRA	High School Aide	Mrs Grimes	00:34:26
9/20/2007 2:30:03 PM	9/20/2007 3:04:11 PM	RICHERT CHELSEA	High School Aide	Other	00:34:08
9/20/2007 2:31:19 PM	9/20/2007 3:04:44 PM	GROVER JUSTIN	High School Aide	Miss Hulet	00:33:25
9/20/2007 2:42:40 PM	9/20/2007 3:42:08 PM	BACON MARISA	Parent	Visit the classroom	00:59:28
9/20/2007 2:47:31 PM	9/20/2007 2:52:01 PM	CRILL WENDY	Parent	Other	00:04:30
9/20/2007 2:51:32 PM	9/20/2007 3:00:00 PM	GARMAN CHRISTI	Parent	Other	00:08:28
9/20/2007 2:55:57 PM	9/20/2007 3:38:20 PM	KELLEY WANDA	Parent	Mrs Grimes	00:42:23
9/20/2007 3:43:53 PM	9/20/2007 3:44;31 PM	PRICE CRAIG	Visitor	School Tour	00:00:38
9/21/2007 7:51:11 AM	9/21/2007 8:20:48 AM	VASQUEZ PETE	Visitor	Attending a Meeting	00:29:37
9/21/2007 8:00:28 AM	9/21/2007 8:17:29 AM	SHURTLEFF KRIS	Parent	Mrs Lewellen	00:17:01
9/21/2007 8:03:58 AM	9/21/2007 9:06:56 AM	RICHERT CHELSEA	High School Aide	Other	01:02:58
9/21/2007 8.04:44 AM	9/21/2007 8:54:21 AM	GEHRKE CRESENDA	Parent	Mrs Lewellen	00:49:37
9/21/2007 8:07:06 AM	9/21/2007 8:14:35 AM	GOODMAN MELODY	Parent	Visit the classroom	00:07:29
9/21/2007 9:17:00 AM	9/21/2007 2:32:58 PM	GOODWIN CHRISTY	Parent	Visit the classroom	05:15:58
9/21/2007 9:19:06 AM	9/21/2007 9:59:53 AM	GOODWIN SARAH	High School Aide	Library	00:40:47
9/21/2007 10:16:02 AM		NEILL CULLY	Parent	Visit the classroom	01:24:05
9/21/2007 10:21:27 AM	9/21/2007 10:37;26 AM	GARIA ROYCE	Visitor	Personal Visit	00:15:59
9/21/2007 10:22:59 AM		ZAPATA JOEL	Visitor	Personal Visit	00:14:39
	9/21/2007 11:47:07 AM	SCHAFFELD PAMILYN	Visitor	Personal Visit	00:21:03
	9/21/2007 11:58:50 AM	MANZO DORA	Parent	Visit the classroom	00:28:23
	9/21/2007 12:10:27 PM	ZIMMERMAN BRYAN	Parent	Other	00:38:14
9/21/2007 11:43:13 AM		ARRIERO AMBER	Parent	Visit the classroom	00:54:22
9/21/2007 11:44:50 AM		LEGARRETA ROBYN	Visitor	Attending a Meeting	02:25:28
9/21/2007 11:44:30 AM 9/21/2007 11:46:13 AM		LILLY JERRY	Visitor	Attending a Meeting	02:23:45
9/21/2007 11:48:11 AM		HIGLEY MARTHA	Substitute	Special Education	
				•	03:40:53
	9/25/2007 11:49:09 AM	BONNELL DOROTHY	Parent	Miss Sitz	3 23:56:07
	9/21/2007 12:34:01 PM	STAMPFLI PAMELA	Parent	Visit the classroom	00:38:39
	9/21/2007 12:54:44 PM	KAUTZ HEATHER	Parent	Miss Hulet	00:57:45
	9/21/2007 12:00:50 PM	DE LA CRUZ LAZARO	Parent	Mrs Thomas	00:02;28
9/21/2007 11:59:10 AM	9/21/2007 12:00:35 PM	STANSBERY LINDA	Volunteer	Mrs Thomas	00:01.25

Sîgnan Dake	Sign-Out Cate	Name	Visitor Type	Reason	Duration
9/21/2007 11:59:38 AM	9/21/2007 12:05:40 PM	TORKELSON WENDY	Parent	Miss Sitz	00:06:02
9/21/2007 12:00:15 PM	9/21/2007 3:07:11 PM	MYERS DENISE	Parent	Visit the classroom	03:06:56
9/21/2007 12:09:58 PM	9/21/2007 12:11:49 PM	BROWN LISA	Parent	Miss Hulet	00:01:51
9/21/2007 12:40:45 PM	9/21/2007 12:53:44 PM	CALAHAN BUNNIE	Volunteer	Miss Hammerquist	00:12:59
9/21/2007 1:01:25 PM	9/21/2007 1:02:14 PM	HOUST PATTSIE	Parent	Mrs Thomas	00:00:49
9/21/2007 2:04:23 PM	9/21/2007 2:32:48 PM	CUDABACK DAN	Visitor	Personal Visit	00:28:25
9/21/2007 2:12:20 PM	9/21/2007 2:46:17 PM	GULICK KAY	Parent	Visit the classroom	00:33:57
9/21/2007 2:14:40 PM	9/21/2007 2:36:05 PM	GULICK GARTH	Parent	Other	00:21:25
9/21/2007 2:32:12 PM	9/21/2007 2:54:18 PM	VIPHAM MICHAEL	Visitor	Personal Visit	00:22:06
9/21/2007 2:39:50 PM	9/21/2007 2:40:40 PM	SNYDER PAULA	Parent	Other	00:00:50
9/21/2007 3:05:48 PM	9/21/2007 3:09:28 PM	GERTNER WENDE	Parent	Other	00:03:40
9/24/2007 7:59:39 AM	9/24/2007 9:05:20 AM	RICHERT CHELSEA	High School Aide	Other	01:05:41
9/24/2007 8:09:24 AM	9/24/2007 8:13:05 AM	SAUCEDO MANDY	Parent	Mrs Thomas	00:03:41
9/24/2007 8;12:47 AM	9/24/2007 8:25:35 AM	RODRIGUEZ QZQ	Parent	Mrs. Lewellen	00:12:48
9/24/2007 8:14:26 AM	9/24/2007 8:15:02 AM	OLSEN JANNA	Parent	Mrs Smith	00:00:36
9/24/2007 8:15:33 AM	9/24/2007 8:20:10 AM	SHURTLEFF KRIS	Parent	Mrs Lewellen	00:04:37
9/24/2007 8:18:04 AM	9/25/2007 8:08:13 AM	DECANEY ANGELA	Parent	Visit the classroom	23:50:09
9/24/2007 8;21:03 AM	9/24/2007 8:26:05 AM	CARBAJAL RACHEL	Parent	Mrs Thomas	00:05:02
9/24/2007 8:22:05 AM	9/24/2007 8:25:44 AM	ROUNDY ROBERT	Parent	Mrs Thomas	00:03:39
9/24/2007 8:24:04 AM	9/24/2007 8:29:28 AM	GARZA ANITA	Parent	Miss Hulet	00:05:24
9/24/2007 8:24:50 AM	9/24/2007 8:42:52 AM	ARRIERO AMBER	Parent	Visit the classroom	00:18:02
9/24/2007 8:28:21 AM	9/24/2007 8:28:43 AM	SILVA CHRISTINE	Parent	Mrs Grimes	00:00:22
9/24/2007 9:26:07 AM	9/24/2007 9:58;20 AM	GOODWIN SARAH	High School Aide	Library	00:32:13
9/24/2007 9:46:38 AM	9/24/2007 10:02:18 AM	SHURTLEFF KRIS	Parent	Other	00:15:40
9/24/2007 10:52:12 AM	9/24/2007 10:53:49 AM	SLOAN SHAWNA	Parent	Other	00:01:37
9/24/2007 10:57:13 AM	9/24/2007 12:01:46 PM	CARTER KATHLEEN	Visitor	Personal Visit	01:04:33
9/24/2007 10:59:59 AM		KIMBALL MEGHAN	Parent	Other	00:10:19
9/24/2007 11:01:23 AM		NUNN JACKLYN	Visitor	Personal Visit	00:08:41
9/24/2007 11:07:20 AM		MCDANIEL STACY	Parent	Other	00:05:15
9/24/2007 11:11:13 AM		SIMMONS LEIGH	Substitute	Mrs Wheeler	03:47:26
9/24/2007 11:15:38 AM	9/24/2007 12:05:44 PM	ELLIOTT ANGIE	Parent	Other	00:50:06
	9/26/2007 11:57:35 AM	BARTO LARISSA	Parent	Miss Sitz	2.00:02:42
9/24/2007 12:02:23 PM		TORKELSON WENDY	Parent	Miss Sitz	00:03:42
9/24/2007 12:04:48 PM		PRECIADO BRENDA	Parent	Mrs. Wheeler	00:03:42
9/24/2007 12:38:13 PM		SMITH COURTNEY	High School Aide	Mrs Beutler	00:42:00
9/24/2007 12:38:41 PM	9/24/2007 1:17:52 PM	MORITZ MORGAN	High School Aide	Mrs Goertz	00:39:11
9/24/2007 12:38:57 PM	9/24/2007 1:20:57 PM	BUTTRAM JOE	High School Aide	PE PE	00:42:00
9/24/2007 1:51:39 PM	9/24/2007 1:56:06 PM	STONE DARRIN	Equipment / Facility S	Electrical	00:04:27
9/24/2007 2:13:30 PM	9/24/2007 2:43:06 PM	KANE PERLA	Parent	Visit the classroom	00:29:36
9/24/2007 2:26:16 PM	9/24/2007 3:19:36 PM	SEAY ANNIE	High School Aide	Mrs. Thomas	00:53:20
9/24/2007 2:26:34 PM	9/24/2007 2:56:35 PM	CAYFORD CHELSIE	High School Aide		
9/24/2007 2:29:56 PM	9/24/2007 3:05:49 PM	MORITZ MYRIAH	High School Aide	Mrs Black Mrs Grimes	00:30:01
9/24/2007 2:30:06 PM	9/24/2007 3:04:49 PM	STEINER SHANDRA			00:35:53
9/24/2007 2:30:21 PM	9/24/2007 3:04:04 PM	RICHERT CHELSEA	High School Aide	Mrs Grimes	00:34:43
9/24/2007 2:56:23 PM	9/24/2007 3:00:27 PM	FLOREZ ELIIA	High School Aide	Other	00:33:43
9/24/2007 3:13:38 PM	9/24/2007 4:19:49 PM	LEVESQUE CYNTHIA	Parent Visitor	Other	00:04:04
9/24/2007 3:16:17 PM	9/24/2007 4:19:49 PM		Visitor	Attending a Meeting	01:06:11
		HAYES VANESSA	Visitor	Attending a Meeting	01:03:45
9/25/2007 7:57:37 AM	9/25/2007 9:05:58 AM	RICHERT CHELSEA	High School Aide	Other	01:08:21
9/25/2007 7:58:08 AM	9/25/2007 8:21:09 AM	KELTZ ROBERT	Parent	Mrs Black	00:23:01
9/25/2007 7:59:48 AM	9/25/2007 3:07:39 PM	KANE MARINA	Substitute	Para-Professional	07:07:51
9/25/2007 8:09:58 AM	9/25/2007 8:41:30 AM	GEHRKE CRESENDA	Parent	Mrs Lewellen	00:31:32
9/25/2007 8:15:39 AM	9/25/2007 8:19:59 AM	CARBAJAL RACHEL	Parent	Mrs Thomas	00:04:20

Signale Date	State interior	Nbme	esse Wisitor Type	Reason	Duration
9/25/2007 8:16:14 AM	9/25/2007 8:34:37 AM	SHURTLEFF KRIS	Parent	Mrs. Lewellen	00:18:23
9/25/2007 8:18:46 AM	9/25/2007 8:19:19 AM	SIMMONS AMY	Visitor	Attending a Program	00:00:33
9/25/2007 8:22:52 AM	9/25/2007 8:25:03 AM	SILVA CHRISTINE	Parent	Mrs Hutchinson	00:02:11
9/25/2007 8:35:25 AM	9/25/2007 3:15:14 PM	HIGLEY MARTHA	Substitute	Special Education	06:39:49
9/25/2007 8:56:07 AM	9/25/2007 12:17:16 PM	SHOEMAKER JERETTA	Parent	Visit the classroom	03;21:09
9/25/2007 9:19:08 AM	9/25/2007 9:59:21 AM	GOODWIN SARAH	High School Aide	Library	00:40:13
9/25/2007 9:59:00 AM	9/25/2007 10:01:52 AM	SCHAUB RON	Visitor	Personal Visit	00:02:52
9/25/2007 10:31:55 AM	9/25/2007 11:10:37 AM	BARKER TENNILLE	Parent	Visit the classroom	00:38:42
9/25/2007 11:39:28 AM	9/25/2007 2:53:25 PM	SEAMONS CANDEE	Substitute	Para-Professional	03:13:57
9/25/2007 11:50:18 AM	9/25/2007 11:53:38 AM	BONNELL DOROTHY	Parent	Miss Sitz	00:03:20
9/25/2007 11:56:23 AM	9/25/2007 12:37:17 PM	ARRIERO AMBER	Parent	Visit the classroom	00:40:54
9/25/2007 12:00:18 PM	9/25/2007 12:06:56 PM	TORKELSON BERT	Parent	Mrs Lewellen	00:06;38
9/25/2007 12:01:05 PM	9/25/2007 12:08:52 PM	CASTER LINDA	Parent	Miss Sitz	00:07:47
9/25/2007 12:01:30 PM	9/25/2007 12:03;00 PM	STANSBERY LINDA	Volunteer	Mrs Thomas	00:01:30
9/25/2007 12:05:11 PM	9/25/2007 12:30:19 PM	VIPHAM MICHAEL	Visitor	Personal Visit	00:25:08
9/25/2007 12:06:23 PM	9/25/2007 12:08:48 PM	BROWN LISA	Parent	Miss Hulet	00:02:25
9/25/2007 12:08:28 PM	9/25/2007 12:10:06 PM	PRECIADO BRENDA	Parent	Mrs Wheeler	00:01:38
9/25/2007 12:16:52 PM	9/25/2007 12:22:52 PM	WOLF ERIN	Parent	Miss Hulet	00:06:00
9/25/2007 12:29:42 PM	9/25/2007 1:21:59 PM	JOHNSON KATHERINE	Visitor	School Tour	00:52:17
9/25/2007 12:36:51 PM	9/25/2007 1:19:43 PM	SMITH COURTNEY	High School Aide	Mrs. Beutler	00:42:52
9/25/2007 12:37:28 PM	9/25/2007 1:20;59 PM	BUTTRAM JOE	High School Aide	PE	00:43:31
9/25/2007 12:38:28 PM	9/25/2007 1:45:31 PM	NIELSON HELEN	Volunteer	Mrs Grimes	01:07:03
9/25/2007 12:41:38 PM	9/25/2007 1:21:15 PM	STONE CASSEY	High School Aide	PE	00:39:37
9/25/2007 12:42:22 PM	9/25/2007 2:37:54 PM	LLOYD KAREN	Visitor	Personal Visit	01:55:32
9/25/2007 1:06:39 PM	9/25/2007 1:10:54 PM	GERTNER WENDE	Parent	Other	00:04:15
9/25/2007 2:26:15 PM	9/25/2007 3:03:56 PM	CAYFORD CHELSIE	High School Aide	Mrs Black	00:37;41
9/25/2007 2:26:32 PM	9/25/2007 3:12:55 PM	SEAY ANNIE	High School Aide	Mrs Thomas	00:46:23
9/25/2007 2:27:12 PM	9/25/2007 2:31:42 PM	STAMPFLI PAMELA	Parent	Other	00:04:30
9/25/2007 2:29:44 PM	9/25/2007 3:04:01 PM	MORTZ MYRIAH	High School Aide	Mrs Grimes	00:34:17
9/25/2007 2:30:10 PM	9/25/2007 3:10:56 PM	RICHERT CHELSEA	High School Aide	Other	00:40:46
9/25/2007 2:31:01 PM	9/25/2007 2:35:47 PM	KELTZ ROBERT	Parent	Other	00:04:46
9/26/2007 7:56:33 AM	9/26/2007 9:06:22 AM	RICHERT CHELSEA	High School Aide	Other	01:09:49
9/26/2007 7:57:05 AM	9/26/2007 8:19:09 AM	KELTZ ROBERT	Parent	Other	00:22:04
9/26/2007 8:06:21 AM	9/26/2007 8:11:15 AM	PORTER RENEE	Parent	Visit the classroom	00:04:54
9/26/2007 8:07:03 AM	9/26/2007 11:13;54 AM	SHURTLEFF KRIS	Parent	Mrs Lewellen	03:06:51
9/26/2007 8:12:11 AM	9/26/2007 8:36:21 AM	GEHRKE CRESENDA	Parent	Mrs Lewellen	00:24:10
9/26/2007 8:22:34 AM	9/26/2007 8:25:13 AM	GARZA ANITA	Parent	Miss Hulet	00:02:39
9/26/2007 8:41:53 AM	9/26/2007 12:29:49 PM	SHOEMAKER SHERRAL	Visitor	Personal Visit	03:47:56
9/26/2007 9:19:07 AM	9/26/2007 10:00:02 AM	GOODWIN SARAH	High School Aide	Library	00:40:55
9/26/2007 10:16:54 AM	9/26/2007 11:02:07 AM	SITZ SHAD	Visitor	Personal Visit	00:45:13
9/26/2007 10:27:40 AM	9/26/2007 11:34:47 AM	MAHLER AMY	Parent	Visit the classroom	01:07:07
9/26/2007 10:57:11 AM	9/26/2007 12:00:58 PM	WATSON ARLENE	Visitor	Attending a Meeting	01:03:47
9/26/2007 11:06:31 AM	9/26/2007 11:46:25 AM	PHILLIPS TODD	Parent	Other	00:39:54
9/26/2007 11:13:02 AM	9/26/2007 11:29:16 AM	DAVIS JACK	Visitor	Personal Visit	00:16:14
9/26/2007 11:40:53 AM	9/26/2007 12:32:46 PM	STAMPFLI PAMELA	Parent	Visit the classroom	00:51:53
9/26/2007 11:48:47 AM	9/26/2007 11:51:41 AM	BONNELL DOROTHY	Parent	Miss Sitz	00:02:54
9/26/2007 11:59:41 AM	9/26/2007 12:05:54 PM	TORKELSON WENDY	Parent	Miss Sitz	00:06:13
9/26/2007 12:05:44 PM	9/26/2007 12:13:53 PM	LAKE CONNIE	Parent	Other	00:08:09
9/26/2007 12:10:13 PM	9/26/2007 12:12:21 PM	PRECIADO BRENDA	Parent	Mrs Wheeler	00:02:08
9/26/2007 12:13:28 PM	9/26/2007 12:14:30 PM	ADAMS SONNY	Parent	Mrs Thomas	00:01:02
9/26/2007 12:17:08 PM	9/26/2007 12:22:37 PM	SMITH AMY	Parent	Miss Sitz	00:05:29
9/26/2007 12:19:23 PM	9/26/2007 12.19;40 PM	LAKE CONNIE	Parent		00:00:17
			•		

Sign-in Date	Sign-Qut Date	Name are comme	Saw WisiKon Type	Reason	Duration
9/26/2007 12:37:36 PM		SMITH COURTNEY	High School Aide	Mrs Beutler	00:22:16
9/26/2007 12:37:55 PM	9/26/2007 12:59:59 PM	BUTTRAM JOE	High School Aide	P€	00:22:04
9/26/2007 12;38:13 PM	9/26/2007 1:00:02 PM	DICK MICHAEL	High School Aide	Miss Mizuta	00;21;49
9/26/2007 12:38:46 PM	9/26/2007 1:00:04 PM	MORITZ MORGAN	High School Aide	Mrs Goertz	00:21:18