



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

Purchase Order

PURCHASE ORDER NO.
 PBKPBOWES

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER
 8

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

AGENCY COPY

VENDOR

*709001550 304-744-1067
 PITNEY BOWES INC
 527 SECOND AVE
 SOUTH CHARLESTON WV 25303

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
02/09/2011		NET 30		060495050			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MULT - MULT	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #08							
TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS. NO CHANGE IN CONTRACT TOTAL. EFFECTIVE DATE OF EXTENSION: 11/08/2010 THROUGH 05/08/2011							
PREVIOUS PO TOTAL==>						OPEN END	
PO NET CHANGE (+)==>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

PURCHASING DIVISION
 CERTIFIED ENCUMBERED

FEB 11 2011

Beverly Toler

Dawn Workfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Robert Wagner* 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** 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>.
16. **LICENSING:** 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 agency 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

Art Adams

From: Art Adams
Sent: Thursday, August 26, 2010 12:00 PM
To: Adkins, Jo A
Cc: Eric M Schmude; Susan Lopinsky; John F Barry
Subject: RE: WSCA EPS050076-A2-2, Amendment 19 - Updated Product Offering, Price List, and extension of the Master Agreement - reference PBKPBOWES contract

Importance: High

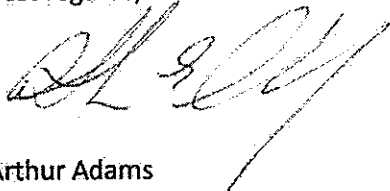
Good afternoon Jo Ann,

Please be advised that the Lead State of Arizona has approved and posted our updated product offering and price list under the Master Agreement on August 25, 2010. A copy of Amendment 19 to the Master Agreement is attached for your reference. The amendment also incorporates a promotional program and an extension of the Master Agreement to May 8, 2011.

All of the files which are referenced in the contract are found using the attached link:
<https://procure.az.gov/bs0/external/purchaseorder/poSummary.sdo?docId=EPS050076-A2-2-A16&releaseNbr=0>

If an amendment under the State's contract is required at this time to update the product offering and extend the State Contract to May 8, 2011 please forward to my address listed below. You may also e-mail me a pdf copy for signature. I will sign and forward back a pdf and mail copies of the document with original signatures for execution.

Best regards,



Arthur Adams
Director, Cooperative Contracts
Pitney Bowes Inc.
One Elmcroft Road
MSC 53-03
Stamford, CT 06926
email: art.adams@pb.com
Tele: 203-351-7866
Fax: 203-460-3827
Cell: 203-512-8420

RECEIVED
2011 JAN 27 PM 4:44
WV PURCHASING
DIVISION

This email message may contain confidential, proprietary and/or privileged information and is covered by the Electronic Communications Privacy Act, 18 U.S.C. Section 2510-2521. It is intended only for the use of the intended recipient(s). If you have received it in error, please immediately advise the sender by reply email and then delete this email message. Any disclosure, copying, distribution or use of the information contained in this email message to or by anyone other than the intended recipient is strictly prohibited. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of the Company.



Pitney bowes



Summary of



fully executed



Pitney Bowes



CONTRACT AMENDMENT

Contract EPS050076-A2-A16

State Procurement Office
100 North 15th Avenue, Suite 104
PHOENIX, ARIZONA 85007

(602) 542-9134

AMENDMENT NUMBER NINETEEN (19)
Mailing Equipment with Maintenance

Procurement Officer:
Stacy Ingalls

Page 1 of 1

This Amendment shall have the effect of extending the current contract for six months making the new expiration date May 8, 2011.

This amendment shall also have the effect of adding additional product to the contract. Please see the attachment titled: Summary of Additional Products Aug 2010 in the attachment section of ProcureAZ. (www.procure.az.gov).

This amendment shall have the effect of updating Pitney Bowes Price Book. Please see the attachment in ProcureAZ (www.procure.az.gov) titled: Pitney Bowes Revised Price Book. The pricing is effect upon the completed execution of this amendment.


Additionally Pitney Bowes is offering promotional pricing that has been added to this contract as an attachment in ProcureAZ (www.procure.az.gov) titled: Pitney Bowes Promotional Pricing.

All other terms and conditions of the contract remains the same.

Contractor Name: Pitney Bowes

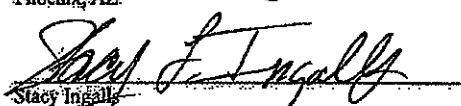
23751 North 23rd Ave.
Phoenix, AZ 85087
Telephone: (480) 707-0625
FAX: (203) 460-4639

Contractor hereby acknowledges receipt of and agreement with the Contract Amendment. A signed copy must be filed with the State Procurement Office.


Signature _____ Date 8/25/2010

Arthur E. Adams, Jr. Director, Cooperative Contracts
Printed Name _____ Title _____

The above referenced Contract Amendment is hereby executed this 25th Day of August, 2010, at Phoenix, AZ.


Stacy Ingalls
Contract Administrator
State Procurement Office
Phone (602) 542-9134



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 Department of Administration
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RECEIPT TICKET FOR PURCHASE ORDER: PBKPBOWES							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	600-71		MAILING MACHINES		_____	_____	
SIGNATURE _____					DATE _____		
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE