



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
 00

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
 9

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

AGENCY COPY

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

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	
05/24/2011		NET 30		060495050			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			CHANGE ORDER #09				
	TO EXTEND THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUTHORIZED CHANGE ORDERS.						
	EFFECTIVE DATE OF EXTENSION: 05/09/2011 THROUGH 09/08/2011 NO CHANGE IN CONTRACT TOTAL.						
0001	09/01/2009	EA	600-71				
	MAILING MACHINES						
			PREVIOUS PO TOTAL==>		OPEN	END	
			PO NET CHANGE (+)==>				
						PURCHASING DIVISION CERTIFIED ENCUMBERED JUN - 3 2011 <i>Beverly Toler</i>	
						OPEN END	
						TOTAL	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *5/24/11*

APPROVED FOR
 ONE FISCAL YEAR

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER #42 *[Signature]* 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.



CONTRACT AMENDMENT SUMMARY

State Procurement Office
100 North 15th. Avenue, Suite 104
PHOENIX, ARIZONA 80007

Contract **EPS050076-A2**

(602) 542-9134

AMENDMENT NUMBER TWENTY ONE (21)
Mailing Equipment and Maintenance
Page 1 of 1

Procurement Officer
Stacy Ingalls

This Amendment, being completed via a bilateral change order in the ProcureAz system, shall have the effect of extending this contract through September 08, 2011. The amendment was completed via a bilateral amendment through ProcureAz and is effective upon completion of the change order process in ProcureAz. This amendment summary shall be located in the attachment section of this contract located in ProcureAz, the State of Arizona on line Procurement Portal (www.procure.az.gov).

All other terms and conditions of the contract shall remain in effect.

Contractor Name: Pitney Bowes Management Svc Inc.

23751 North 23rd Ave
Ste.190
Phoenix, AZ 85085
Phone: (480)707-0625
FAX: (203)460-4639



Master Blanket Purchase Order EPS050076-A2-2-A16

Header Information

Purchase Order Number:	EPS050076-A2-2-A16	Release Number:	0	Short Description:	Mailing Equipment and Maintenance
Status:	3PS - Sent	Purchaser:	Stacy Ingalls	Receipt Method:	Quantity
Fiscal Year:	2010	PO Type:	Blanket	Minor Status:	
Organization:	State Procurement Office	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	11/09/2008 04:04:39 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	30	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$104,217.00
Catalog ID:					
Contact Instructions:					

Master Blanket/Contract End Date (Maximum):
Project No.:
Building Code:
Cost Code:

Attachments:

ADSM-7PEE7H_EPS050076_Scope and Specifications.doc, ADSM-7PEE7J_EPS050076_Attachment A.doc, ADSM-7PEE7K_EPS050076_Clarifications.doc, ADSM-7PEE7M_AZ - Authorized Signed Offer.doc, ADSM-7PEE7P_AZ - Exceptions to Its and Cs.doc, ADSM-7PEE7R_AZ - Maintenance - Scope of Work.doc, ADSM-7PEE7S_AZ - References.doc, ADSM-7PEE7T_AZ - US_Sales and Service_Locations.xls, ADSM-7PEE7U_AZ - Cover Letter.doc, ADSM-

7PEE7V Pitney Bowes Clarification to exceptions.doc, ADMSM-7PEE7W EPS050076-A2 EVALUATION total.xls, ADMSM-7PEE7X A Pitney Bowes Primary Contact Information.doc, ADMSM-7PEE7Y Email requesting change.pdf, ADMSM-7PEE8H PAs by State.zip, ADMSM-7PEE8N Pitney Bowes AZ RFP Brochures.zip, ADMSM-7PEE83 WSCA Usage Report Summary through 06Q2.xls, ADMSM-7PEE85 Usage Report WSCA 06Q3 Pitney Bowes.xls, ADMSM-7PEE86 Solicitation Documents - Pitney Bowes.zip, ADMSM-7PEE87 WSCA Supplies Contract Guide 4-01-07.pdf, ADMSM-7PEE88 Updated Lease Program Descriptions 4-1-07.pdf, EPS050076-A2-2-A15 CON.pdf, Past Pricing - Pitney Bowes.zip, WSCA 2009 BasePrice List eff April 10 2009.pdf, EPS050076-A2-2 Amendment 17.pdf, EPS050076-A2-2 Amend18.pdf, EPS050076-A2-2 WSCA 2009-2010 BasePriceList 12.09.pdf, EPS050076-A2-2 Updated Lease 11-9-09.pdf, Pitney bowes Revised Price Book Aug 2010.pdf, Summary of Additional Products Aug 2010.xls, Pitney Bowes Promotional Pricing.pdf, fully executed Amendment 19.pdf, Contract Amendment Summary 21 PB.doc

Primary Vendor Information & PO Terms

Vendor: 9000010295 - PITNEY BOWES
 MANAGEMENT SVC INC
 Charles Girk
 23751 North 23rd Ave
 Ste.190
 Phoenix, AZ 85085
 US
 Email: katharine.parker@pb.com
 Phone: (480)707-0625
 FAX: (203)460-4639

Payment Terms: Net 30

Shipping Method:

Shipping Terms: F.O.B., Destination

Freight Terms:

PO

Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to charles.girk@pb.com at 09/01/2009 07:23:19 AM	10/26/2009 06:35:03 AM
Change Order 1	Emailed to katharine.parker@pb.com at 11/04/2009 12:33:03 PM	11/04/2009 01:01:36 PM
Change Order 2	Emailed to katharine.parker@pb.com at 12/29/2009 02:35:54 PM	12/29/2009 02:37:01 PM
Change Order 3	Emailed to katharine.parker@pb.com at 03/03/2010 01:53:43 PM	03/05/2010 02:28:43 PM
Change Order 4	Emailed to katharine.parker@pb.com at 08/25/2010 02:53:58 PM	
Change Order 5	Emailed to katharine.parker@pb.com at 10/19/2010 08:52:56 AM	12/02/2010 02:43:03 PM
Change Order 6	Emailed to katharine.parker@pb.com at 01/28/2011 08:48:44 AM	01/28/2011 12:25:58 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000010295	11335870730	PITNEY BOWES MANAGEMENT SVC INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 11/09/2008
Master Blanket/Contract End Date: 09/08/2011
Cooperative Purchasing Allowed: Yes

Purchase Order



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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO	ITEM NUMBER		
0001	600-71		MAILING MACHINES		
SIGNATURE _____				DATE _____	

RECEIPT TICKET FOR PURCHASE ORDER: PBKPBOWES

LINE CATNO ITEM NUMBER DESCRIPTION QTY DATE

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

TOTAL

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE