STATE OF NEW HAMPSHIRE

DEPT. OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY

INTER-DEPARTMENT COMMUNICATION

DATE: January 16, 2013

FROM: Robert B. Lawson, Purchasing Agent
Bureau of Purchase & Property

TO: Robert D. Stowell
Michael P. Connor
Linda M. Hodgdon

SUBJECT: Participating Addenda for WSCA Contract for Mail Room Equipment, Services & Support with Pitney Bowes, Formax, Neopost-Hasler and Franco Postalia

Attached for your approval are two copies each of the Participating Addenda for the State of New Hampshire to participate in the WSCA contract for Mail Room Equipment, Services & Support with Pitney Bowes, Formax, Neopost-Hasler and Franco Postalia, which we are recommending.

Commissioner's signature and date are requested on all eight copies of the PA as indicated by signature arrows. TERM Initial Contract Ends 10/12/13 with 3-1 year extensions

SUBMITTED FOR ACCEPTANCE BY:

ROBERT LAWSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 1/16/13

REVIEWED BY:

RUDOLPH OGDEN, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 1/16/13

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 1/17/13

ENDORSED FOR ACCEPTANCE BY:

MICHAEL P. CONNOR, DIRECTOR
PLANT AND PROPERTY MANAGEMENT

DATE 2/8/13

APPROVED BY:

LINDA M. HODGDON, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/8/13

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Francotyp Postalia dba FP Mailing Solutions, Inc.
ADSPO11-00000411-2
(hereinafter "Contractor")

And

STATE OF NEW HAMPSHIRE
(hereinafter "Participating State")

1. Scope: This addendum covers the WSCA/NASPO Mail Room Equipment, Services and Support contract lead by the State of Arizona for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Delete the following from the UNIFORM TERMS AND CONDITIONS (Version 8)

6.2.2. Public Agency Language Only Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

4. Lease Agreements: **The state of New Hampshire may choose at some time during the term of this contract the option to lease equipment contained within this contract however no lease agreement has been included in the Master Price Agreement and therefore no specific lease agreement is being agreed to at this time.**

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Stacy Ingalls, Senior Procurement Officer

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Address	Arizona DOA-SPO, 100 N. 15th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9134
Fax	602-542-5508
E-mail	stacy.ingalls@azdoa.gov

Contractor

Name	Joan Rader – Major Account Contract Coordinator
Address	140 N Mitchell Ct Suite 200 Addison, Il 60101
Telephone	877-770-7230
Fax	800-810-3761
E-mail	majoraccounts@fp-usa.com

Participating Entity

Name	Robert Lawson
Address	25 Capitol St., Concord, NH 03301
Telephone	603 271-3147
Fax	603 271-7564
E-mail	Bob.lawson@nh.gov

6. Subcontractors:
All [contactor] dealers and resellers authorized in the State of New Hampshire, as shown on the dedicated **[contractor]** website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The **[contractors]** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:
All orders should contain the following (1) Mandatory Language "PO is subject to WSCA/NASPO Contract # ADSPO11-00000411-2" (2) Your Name, Address, Contact, & Phone-Number.

Orders can be made out to either (a) **[CONTRACTOR]** or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

8. Price Agreement Number:
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **8001361** and the Lead State price agreement number: ADSPO11-00000411-2.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. Individual Customer:
Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Price Agreement number ADSPO11-00000411-2 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to

add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of New Hampshire	Contractor:
By: Linda M Hodgdon Name: Linda M. Hodgdon	By: Kevin K. Thompson Name: KEVIN K. THOMPSON
Title: Commissioner, Dept. of Administrative Services	Title: DIRECTOR
Date: 2/8/13	Date: 2/19/13

[Additional signatures as required by Participating State]