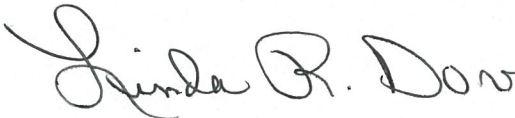

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: JUNE 22, 2016

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: GOVERNMENT PRODUCT LEASE WITH METER RENTAL
AGREEMENT-NEOPOST USA AND AFFILIATE MAIL FINANCE, INC.

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED GOVERNMENT PRODUCT LEASE WITH METER RENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF TULSA COUNTY ELECTION BOARD AND NEOPOST USA AND ITS AFFILIATE MAIL FINANCE, INC. FOR MAILING EQUIPMENT.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JUNE 27, 2016 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
MICHAEL WILLIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY
PATTY BRYANT, ELECTION BOARD

Section (A) Office Information

Office Number	Office Name	Phone #	Date
			06/16/2016

BOARD OF COUNTY COMMISSIONERS ON BEHALF OF

Company Name	Tulsa County Election Board		
DBA			
Billing Address	555 North Denver		
City State Zip+4	Tulsa	OK	74103
Contact Name	Sheryl Rea	Phone	(918) 596-5764
Contact Title	Accounting	Fax	
Email Address	srea@tulsacounty.org	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Tulsa County Election Board		
Installation Address	555 North Denver		
City State Zip+4	Tulsa	OK	74103
Contact Name	Sheryl Rea	Phone	(918) 596-5764
Contact Title	Accounting	Fax	
Email Address	srea@tulsacounty.org		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IS5AWP10PC	IS-5000 210 LPM Base, PostCard Version Mixed Mail Feeder with Wireways, Medium 5.7" Control Panel, LAN Kit, Line Conditioner, ISW
1	IS56DWM PKG	IS-5000/6000 Dynamic Weighing Module
1	IS56CONVEYOR	IS-5000/6000 Conveyor Stacker
1	ISELDPKG	IS-490/5000/5500/6000 Remote Label Dispenser w/Stand
1	DTECERTSYC1	(SYC01LP) e-Certify Configuration Fee
1	DT-ECERT500AS	(SYC01LP) e-Certify Subscription - Level 1 (up to 500 e-Certs per year).

Section (E) Lease Payment Information & Schedule

Tax Status: <input checked="" type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt <i>Certificate attached</i>	Number of Months		Monthly Payment (Plus applicable taxes)
	First	63	\$781.83
Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually			
Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears			
Current Lease Number: <input type="checkbox"/> ACH (Customer to submit authorization form)			

Section (F) Postage Meter & Postage Funding Information

Meter Model	IS5000AI	Machine Model	IS5AWP10PC
Postage Funding Method: <input type="checkbox"/> Bill Me <input checked="" type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input type="checkbox"/> Existing	
Agency Code <input type="text"/> Sub Agency Code <input type="text"/>		Existing Account Number:	

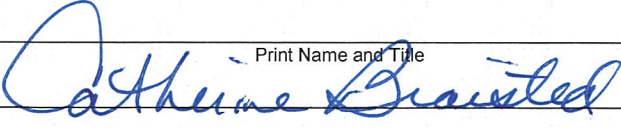
Service Products (Check all that apply)

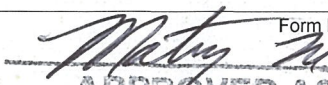
<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70)
<input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerGovLease-04-16), which are also available at <http://neopostusa.com/terms/DealerGovLease-V04-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature		Date Accepted	6/16/16
Accepted by Neopost USA and its Affiliates		Date Accepted	


APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: _____

MailFinance Inc.

By: _____

By: Catherine Braisted

Printed Name: _____

Printed Name: Catherine Braisted

Title: _____

Title: Director, Leasing Operations

Date: _____

Date: 6/15/16

Neopost USA Inc.

By: _____

Printed Name: John Tartaro

Title: Deputy CFO

Date: 6/15/16

Maty M
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between MailFinance Inc. (“MailFinance”), Neopost USA Inc. (“Neopost USA”) and _____ (“Customer”) with reference to the following:

- A. MailFinance and Customer are entering into a Product Lease Agreement (the “Lease”), pursuant to which MailFinance will lease products to Customer.
- B. Concurrently herewith, Neopost USA and Customer are entering into an Online Services and Software Agreement (the “OSS Agreement”) pursuant to which Neopost USA will make certain other services available to Customer.
- C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled “License Grant and Additional Terms” is hereby amended to add the following to the end of this section: “Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an “eCert”) indicated on the Order Form (“Annual Volume Limit”). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the “Overage Charge”). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:”

Annual Volume Band (# of eCerts) *	Overage Charge
1-500	\$ 0.25
501-1,000	\$ 0.24
1,001-2,000	\$ 0.23
2,001-4,000	\$ 0.22
4,001-8,000	\$ 0.21
8,001-16,000	\$ 0.20
16,001-32,000	\$ 0.19
32,001-64,000	\$ 0.18
64,001-128,000	\$ 0.17
128,001 or more	\$ 0.16

* Volume bands renew annually

The Lease, Rental Agreement, neoFunds/TotalFunds Agreement, Maintenance Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Neopost USA Inc. ("Neopost USA") and Tulsa County ("Customer") with reference to the following:

A. MailFinance and Customer are entering into a Government Product Lease Agreement (the "Lease"), pursuant to which MailFinance will lease products to Customer.

B. Any defined term used herein shall have the same meaning as in the Lease.

In consideration of the mutual covenants contained herein, and in the Lease, the parties agree as follows:

- 1. MailFinance and Customer agree to amend the Lease as follows:
 - a. Section 3.1, titled "FMV Lease" is hereby amended to delete the language of this section in its entirety and replace it with the following: "The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the end of the Initial Term, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22."
 - b. Section 21, titled "Choice of Law; Venue; and Attorney's Fees" is hereby amended as follows:
 - i. In the first sentence, delete "Connecticut" and replace it with "Oklahoma."
 - ii. In the second sentence, delete "Hartford County in the State of Connecticut" and replace it with "Tulsa County in the State of Oklahoma."

The Lease, Rental Agreement, neoFunds/TotalFunds Agreement, Online Services and Software Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease and this Addendum, the terms of the Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Tulsa County

By: _____

Printed Name: _____

Title: _____

Date: _____

MailFinance Inc.

By: Catherine Braisted

Printed Name: Catherine Braisted
Director, Leasing Operations

Title: _____

Date: 6/15/16