

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
POSTAGE METER LEASE
(Quadient Finance USA, Inc.
BuyBoard #576-18)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Quadient Finance USA, Inc.** (hereinafter "Quadient"). Customer agrees to engage Quadient as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Quadient Government Product Lease Agreement (May 24, 2021);
- B. BuyBoard #576-18, including addenda; and
- C. This Williamson County Addendum;

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability

on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: Quadient agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Quadient agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Quadient will be compensated based on BuyBoard #576-18 pricing and as set forth in the Quadient Government Product Lease Agreement (May 24, 2021), which is incorporated herein as if copied in full.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: Quadient agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Quadient which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Quadient agrees that Customer shall have access during normal working hours to all necessary Quadient facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Quadient reasonable advance notice of intended audits. In no circumstances will Quadient be required to create or maintain documents not kept in the ordinary course of Quadient's business operations, nor will Quadient be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell

Bill Gravell (Jun 9, 2021 08:54 CDT)

Authorized Signature

Date: Jun 9, 2021, 2021

QUADIENT:



Authorized Signature John Tartaro

Date: May 25,, 2021



**Government Product Lease Agreement
with Postage Meter Rental Agreement**

Section (A) Office Information

Office Number	Office Name	Phone #	Date
2290	Quadient Texas District	(512) 331-0116	05/24/2021

Section (B) Billing Information

Company Name	Williamson County Justice of The Peace Precinct 1		
DBA			
Billing Address	1801 Old Settlers Blvd. Ste. 100		
City State Zip+4	Round Rock	TX	78664
Contact Name	Geneva P. Salazar	Phone	512-244-8622
Contact Title		Fax	
Email Address	geneva.salazar@wilco.org	PO #	

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

Company Name	Williamson County Justice of The Peace Precinct 1		
Installation Address	1801 Old Settlers Blvd. Ste. 100		
City State Zip+4	Round Rock	TX	78664
Contact Name	Raven McGuffin	Phone	512-244-8622
Contact Title		Fax	
Email Address	raven.mcguiffin@wilco.org		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX3WVP5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Arrears	Number of Months	Monthly Payment (Plus applicable taxes)
	First	48
	Current Lease Number: [REDACTED]	
<input type="checkbox"/> ACH (Customer to submit authorization form)		

Section (F) Postage Meter & Postage Funding Information

Meter Model	IX3AI	Machine Model	IX3WVP5
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) Agency Code Sub Agency Code		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: [REDACTED]	

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 PLUS (EP70PLUS) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input checked="" type="checkbox"/> Maintenance - Standard <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions
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Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, Maintenance Agreement and an Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-V9-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Direct-V9-2020, 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.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

***** SEE PURCHASE ORDER *****

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Quadient Inc. and its Affiliates		Date Accepted

Williamson County Justice of The Peace Precinct 1**BuyBoard - PURCHASE ORDER - LEASE**

1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Phone 512-244-8622

To:
Quadient Inc.
478 Wheelers Farms Road
Milford, CT 06461
800-881-6245

SHIP TO:
Geneva P. Salazar
Williamson County Justice of The Peace Precinct 1
1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Phone 512-244-8622

P.O. NUMBER/DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
				48 MONTHS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
48	IX3WP5	iX-3 Series Base w/5lb Integrated Weigh Platform, Moistener & Catch Tray	\$83.83	\$4,023.84
		BILLED QUATERLY		

SUBTOTAL \$4,023.84

SALES TAX

SHIPPING & HANDLING

OTHER

TOTAL \$4,023.84

- Customer agrees to the terms and conditions of the BuyBoard Contract Number 576-18. This is a 48-month LTOP term with a monthly payment of \$83.83. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas, TX. 75312-3682
- Send all correspondence to:
Williamson County Justice of The Peace Precinct 1
1801 Old Settlers Blvd. Ste. 100
Round Rock TX 78664
Geneva P. Salazar
Phone: 512-244-8622

Bill Gravell
Bill Gravell (Jun 9, 2021 08:54 CDT)

Authorized by

Bill Gravell

Print Name and Title

Jun 9, 2021

Date

County Judge









Agenda item #22, 06.08.2021 , Postage Lease JP 1, Quadient Leasing

Final Audit Report

2021-06-09

Created:	2021-06-08
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-a1mUJWuY19cwnLVrAhWpUzCqW7-BVyH

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Signature Date: 2021-06-09 - 1:54:09 PM GMT - Time Source: server- IP address: 66.76.4.65
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