



**MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE**

Led by the State of **Arizona**

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Master Agreement #: ADSPO16-169897, as amended

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF MARYLAND**

The following products or services are included in this contract portfolio:

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website.*

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State *Maryland* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. 501(C)3 organizations and/or private schools and institutions are eligible to use pricing under this Participating Addendum with the Vendor's commercial lease agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Art Adams, Director Government Contract Compliance
Address:	Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	(203) 351-7866
Fax:	(203) 460-3827
Email:	<a href="mailto:art.adams@pb.com">art.adams@pb.com</a>

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Contractor – Government Sales Channel Director – East Region

<u>Name</u>	<u>Russell Rodd, Director, Government Sales</u>
<u>Address</u>	<u>3001 Summer Street, Stamford, CT 06926</u>
<u>Telephone</u>	<u>860-680-3586</u>
<u>Fax</u>	
<u>E-mail</u>	<u>russell.rodd@pb.com</u>

Lead State

<u>Name</u>	<u>Punit Chhabra</u>
<u>Address</u>	<u>Arizona DOA-SPO, 100 N. 15<sup>th</sup> Ave, Suite 201, Phoenix, AZ 85007</u>
<u>Telephone</u>	<u>602-542-9037</u>
<u>Fax</u>	<u>602-542-5508</u>
<u>E-mail</u>	<u>punitpal.chhabra@azdoa.gov</u>

Participating Entity

Name:	Lisa F. McDonald
Address:	301 West Preston St. Room M-4 Baltimore, MD
Telephone:	410-767-4084
Fax:	
Email:	<a href="mailto:lisa.mcdonald@maryland.gov">lisa.mcdonald@maryland.gov</a>

**4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

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4.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as Attachment D.

4.2 All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor and attached hereto as Attachment C.

**4.3 Lease Agreements:**

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO Master Price Agreement number: ADSP016-169897. Attachment B reflects the lease and/or rental options Participating State has agreed to use. Financing Option C is not available to State agencies, facilities and departments. Any leases entered into during the term of this Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

(a) For the Pitney Bowes DMT product line and related services (as described in tabs on the Price Attachments C and C-1 to the Agreement ("Folders-Inserters Production, Inserters-Production, Pre-sorting Equipment Production and Software License and Subscriptions applicable to DMT Production Mail Equipment")) (the "DMT Product Line") leases may be available in an applicable State through three third party lending companies. The preferred lending company is PNC Equipment Finance. The two alternative lending companies are IBM Credit LLC and Municipal Asset Management, Inc. The terms and conditions of the (i) Municipal Master Lease Purchase Agreement or the Muni Short Form FMV lease [PNC], (ii) a Lease/Purchase Master Agreement for State and Local Government, [IBM] and (iii) a Tax Exempt Lease/Purchase Agreement and a Rental Agreement [MAM] lease (together the "DMT Leases"), as such may be available in this State, and have been included with this Participating Addenda. Pricing by third party leasing companies for DMT Leases to be provided.

(b) The DMT Leases may be offered under the Agreement and this State Participating Addenda and, in such cases, if there is a conflict between a DMT Lease, and the State Participating Addenda, the DMT Leases shall govern. Alternatively, the DMT Leases may be offered as a separate contract outside the Participating Addenda and this Agreement. Further, in the event this State wishes to use its own lender, it will be considered a separate contract outside the Participating Addenda and this Agreement. Note that the DMT Product Line is not offered under the GFS lease program described above in Item 1. Further, the DMT Product Line is not available for an Equipment Rental program, as described in Section 3.16 of the Agreement"

4.4 Sales & Purchase Tax will be charged, if required under your State Statute.

**4.5 Subcontractors:**

All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Maryland, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

#### **4.6 Purchase Order Instructions:**

All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897 " (2) Your Name, Address, Contact, & Phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order

#### **4.7 Price Agreement Number:**

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: **001B8400294** and the Lead State price agreement number: ADSPO16-169897.

#### **4.8 Individual Customer:**

Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum 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 Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity 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 Purchasing Entity individually.

4.9 Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "provided, however, that the State shall be deemed to have accepted a Product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product."

4.10 Attachment A- State of Maryland Terms and Conditions is hereby incorporated into this Participating Addendum.

### **5. ENTIRE AGREEMENT**

This Participating Addendum and the Master Price Agreement number ADSPO16-169897 (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 Participating 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/Entity.

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

Participating Entity: <i>State of Maryland</i>	Contractor: Pitney Bowes Inc.
Signature: <i>Lisa F McDonald</i>	Signature: <i>Arthur E. Adams, Jr.</i>
Name: <i>LISA F McDonald</i>	Name Arthur E. Adams, Jr.
Title: <i>Procurement Manager</i>	Title: Director Government Contract Compliance
Date: <i>2/22/18</i>	Date: <i>2/15/2018</i>

[Additional signatures may be added if required by the Participating Entity]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
 THIS *21<sup>st</sup>* DAY OF *February*, *2018*  
*Melvin M.*  
 ASSISTANT ATTORNEY GENERAL

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to***

***PA@naspovaluepoint.org***

***to support documentation of participation and posting in appropriate data bases.]***