

**AMENDMENT NO. 2 TO STATE OF MINNESOTA PARTICIPATING ADDENDUM
NASPO VALUEPOINT CONTRACT NO. ADSP016-169897
SWIFT CONTRACT NO 139792, RELEASE NO. M-499(5)**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Pitney-Bowes Inc., 3001 Summer Street, MSC 1C-305, Stamford, CT 06926 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as the State of Minnesota's Participating Addendum to NASPO ValuePoint Contract No. ADSP016-169897, Contract No. 139792, April 1, 2018, through May 14, 2019 ("Contract"), to provide Mailroom Equipment, Supplies, and Maintenance Statewide.

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The State of Minnesota's Participating Addendum, Minnesota Exhibit A, Minnesota General Terms and Conditions, is amended to include the following provision:

50. MISCELLANEOUS:

- a. Notwithstanding the foregoing, this Contract shall not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law.
 - b. The venue is the state of the defendant.
 - c. The State of Minnesota does not agree to any automatic renewals.
2. This new Paragraph 50 of Minnesota Exhibit A, Minnesota General Terms and Conditions, shall be applicable to all equipment sourced under this PA, including, but not limited to software, maintenance, and subscription agreements listed in Contract Release M-499 (5) as provided in <https://www.naspovaluepoint.org/portfolios/portfolio-contractor/pitney-bowes/>

This Amendment is effective beginning November 9, 2018, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first. Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. PITNEY BOWES, INC.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Signature

Arthur E. Adams, Jr.

Printed Name

Title: Director, Government Contract Compliance

Date: _____

11/26/2018

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Bonnie Lundgren

Title: Acquisition Management Specialist / Buyer

Date: _____

11/29/18

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Original signed

Date: _____

NOV 29 2018

By Andy Doran