



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2300000563

Effective Date: 12/16/2022 Record Date:
 Expiration Date: 05/14/2024 Procurement Folder: 1009307
 Document Description: Mailing Equipment, Supplies & Maint. NASPO (Pitney Bowes) Procurement Type: Special Authority Goods & Svcs
 Cited Authority: Intergovernmental Purchases Version Number: 1

CONTACT INFORMATION

ISSUER:
 Sheila Durham
 502-564-8626
 Sheila.durham@ky.gov

VENDOR INFORMATION

Name /Address: KY0026728: PITNEY BOWES INC
 2304 VALLETTA LANE
 LOUISVILLE KY 40205

Contact: ARTHUR E ADAMS, JR.
 203-351-7866
 ART.ADAMS@PB.COM

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	1.00000	EACH	\$0.000000	\$0.00			\$0.00

Pitney Bowes Mailroom Equipment, Supplies and Maintenance

Extended Description:

It will be the responsibility of the Agency utilizing the services of this Master Agreement to obtain a quote from the vendor for services/equipment and submit to OPS.Reporting@ky.gov. The Commonwealth Buyer or OPS Representative will amend the Master Agreement to add a Commodity Line for the services/equipment based upon the approved quote. Once the contract modification is completed the Commonwealth Buyer or OPS Representative will identify the appropriate Commodity Line for the agency to issue the Delivery Order (DO) against.

Agencies shall be responsible for reviewing vendors current products and pricing by visiting <https://www.naspo.valuepoint.org/portfolio/mailing-equipment-supplies-and-maintenance-2022-2027/>

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	HOUR	\$218.000000	\$0.00			\$0.00

Hourly Rate for Time & Materials (Regular Business Hours)

Extended Description:

Hourly Rate for Time & Materials (Regular Business Hours)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000	HOUR	\$436.000000	\$0.00			\$0.00

Hourly Rate for Time & Materials
 (Outside Business Hours)

Extended Description:

Hourly Rate for Time & Materials
 (Outside business hours includes weekends and holidays.)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
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4	0.00000	EA	\$50.000000	\$0.00			\$0.00
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Parts for Time and Materials Maintenance

Extended Description:

\$50 of Parts for Time and Materials Maintenance

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000	HOUR	\$218.000000	\$0.00			\$0.00

Assembly/Installation, Production Only

Extended Description:

Billable only for Production equipment, total hours/days with total fee will be agreed to in writing from both parties before any work will begin, all other installation work is included in the cost of the mailing equipment.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000	MO	\$19.090000	\$0.00			\$0.00

Postage Meter Rental (Monthly Rate)

Extended Description:

Postage Meter Rental (Monthly Rate)

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Mailing Equipment, Supplies & Maint. NASPO (Pitney Bowes)

NASPO ValuePoint
PARTICIPATING ADDENDUM



Mailing Equipment, Supplies and Maintenance

Led by the State of Arizona

Master Agreement #: CTR058808

Contractor: **Pitney Bowes, Inc.**
 Participating Entity: **Commonwealth of Kentucky**

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through Master Agreement CTR058808.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation:

This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the State Chief Procurement Official.

3. Term:

This Participating Addendum shall become effective as of December 16, 2022, and shall terminate on May 14, 2024, with the option to renew through May 14, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Any renewal option exercised shall be reflected in a contract modification issued by the Commonwealth of Kentucky. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts:

The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Art Adams
Telephone:	203-351-7866
Email:	art.adams@pb.com

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Name:	Clay Rushing
Telephone:	251-644-3404
Email:	clay.rushing@pb.com

PARTICIPATING ENTITY:

Name:	Sheila Durham
Telephone:	502-564-4510
Email:	Sheila.Durham@ky.gov

Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

4.1 Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices or on invoices or quotations.

4.2 Provisions for Termination of the Contract

This Participating Addendum shall be subject to the termination provisions set forth in 200 KAR 5:312.

4.3 Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict-of-interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

4.4 Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

4.5 Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

4.6 Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in

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Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.7 **Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any invoicing books, documents, papers, records, or other evidence, which are directly pertinent to this Participating Addendum for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

4.8 Contract Modification

No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

4.9 Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

4.10 No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase, rental, or lease.

4.11 Consolidated Quarterly Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

The administrative fee percentage is only applicable to the net amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Contract for

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the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements

Equipment Leasing and Lease/Rental Programs are authorized in accordance with the terms of Master Agreement CTR058808 as follows:

Option A **LEASE TO OWN** - This program provides a 24, 36, 48, or 60 Month Lease. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter).

Option B **FAIR MARKET VALUE RENTAL** - This program provides you with 24, 36, 48, or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90-day notice of cancellation and pay one quarterly payment.

Option C **FAIR MARKET VALUE LEASE** - This program provides you with a 24, 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment.

Any underlying 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.

6. Subcontractors

All Pitney Bowes contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders

Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order. All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: MA 7582300000563 and Master Agreement number CTR058808.

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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.

9. Termination of an Order

Either party may terminate an individual order for cause at any time, after a thirty (30) day cure period; provided, however, that any such termination shall not have any effect on payment on leases that were entered into prior to such termination.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY Commonwealth of Kentucky – Finance and Administration Cabinet	CONTRACTOR Pitney Bowes, Inc.
Signature: <small>DocuSigned by:</small> <i>Kathy Robinson</i>	Signature: <small>DocuSigned by:</small> <i>Arthur E Adams Jr</i>
Name: <small>12A54A21C03A4F2...</small> Kathy Robinson	Name: <small>ECFB0728F789462...</small> Arthur E. Adams Jr.
Title: Executive Director, Office of Procurement Services	Title: Director, Government Contract Compliance
Date: 12/15/2022	Date: 12/15/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.