

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Master Agreement #: **CTR058808**
Contractor: **PITNEY BOWES INC.**
Participating Entity: **STATE OF MARYLAND**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

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

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

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 Maryland and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. 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:

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CONTRACTOR:

Name:	Art Adams, Director - Government Contracts Compliance
Address:	3001 Summer Street Stamford, CT 06926
Telephone:	(203) 351-7866
Email:	art.adams@pb.com

CONTRACTOR: Government Sales Channel Director – East Region

Name:	<u>Clay Rushing</u>
Address:	<u>3001 Summer Street</u> <u>Stamford, CT 06926</u>
Telephone:	<u>(251) 644-3404</u>
Email:	<u>clay.rushing@pb.com</u>

PARTICIPATING ENTITY:

Name:	Mike Myers
Address:	301 W. Preston St, Baltimore, MD 21201
Telephone:	410-767-4281
Email:	Mike.myers@maryland.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.
- 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:**

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.

- a. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Agreement CTR058808. Attachment 2 reflects the lease and/or rental options the State of Maryland has agreed

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to use. Any leases entered into during the term of the 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. Sales and Purchase Tax will be charged, if required under your State Statute.

- b. Subcontractors: All contractors, dealers, and resellers authorized in the State of Maryland, as shown on the dedicated Contractor (cooperative contract) 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.

- c. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available under the Master Agreement shall be deemed to be a sale 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.

All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum must include the following Mandatory Language:

NASPO ValuePoint Master Agreement Number CTR058808 and State of Maryland contract/blanket purchase order 001B3600103.

- d. Individual Customer: Each State agency and political subdivision, as a NASPO ValuePoint Member, 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 and 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 NASPO ValuePoint Member individually.
 - e. Software license terms and conditions shall be mutually agreed upon in writing by the Purchasing Entity's authorized individual and Contractor.
 - f. 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.
5. Contractor understands that by entering into this Participating Addendum, it is subject to the Master Agreement and the attached State of Maryland's Terms and Conditions.



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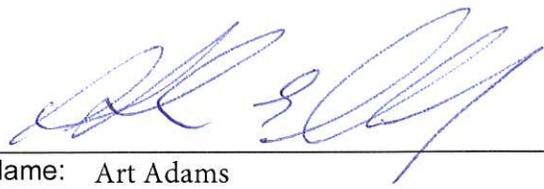
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6. The terms and conditions of this Participating Addendum shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Agreement, as to the Participating State, and shall otherwise have no impact on the Master Agreement and its exhibits.

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

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Mike Myers</i>	Signature: 
Name: Mike Myers	Name: Art Adams
Title: Associate Director	Title: Government Contracts Compliance
Date: 9/16/22	Date: <i>9/14/2022</i>