



Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

April 28, 2022

Mr. Arthur E. Adams, Jr.
Pitney Bowes Inc.
3001 Summer Street
MSC 1C-305
Stamford, CT 06926

Dear Mr. Adams:

The following document is enclosed for you to complete and return:

- Amendment No. 10 to State of Minnesota Participating Addendum to NASPO ValuePoint Contract No. ADSP016-169897, SWIFT Contract No. 139792, Release No. M-499(5).

The State can accept hand-written signature (no stamp or font generated), DocuSign, or Adobe sign ONLY. Please sign and return the document, via email, to me at: kathryn.kemerley@state.mn.us. If using the DocuSign/Adobe sign process, please have the attached document signed and routed for the State's execution by **April 29, 2022**.

- Certificate of Insurance (COI) - A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to: kathryn.kemerley@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed, it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

K. Kemerley

Kathryn Kemerley
Acquisition Management Specialist / Buyer
Enclosure(s)

**AMENDMENT NO. 10 TO NASPO VALUE POINT 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 ("Contractor").

WHEREAS, the State has a Contract with the Contractor 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, 2022 ("Contract"), to provide Mailroom Equipment, Supplies, and Maintenance Statewide; and

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 Contractor in a fully executed amendment to the Contract.

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

1. That the NASPO ValuePoint Contract No. ADSP016-169897, SWIFT Contract No. 139792 is extended through December 31, 2022, at the same prices, terms and conditions.

This Amendment is effective beginning May 15, 2022, 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.

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: April 29, 2022

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT

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

By: 


657A9EA2374747F...

Title: Acquisition Management Specialist / Buyer

Date: 5/2/2022

3. COMMISSIONER OF ADMINISTRATION

Or delegate representative.

By: 

D0517CF9A9854F3...

Date: 5/2/2022

PITNEY BOWES_GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor. In the event that a court of competent jurisdiction orders Contractor to disclose its insurance policy(ies) in connection with discovery during litigation brought as a result of a dispute between the parties, Contractor agrees to adhere to such court's order with respect to disclosure of such policy(ies).

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:**1. Workers' Compensation Insurance:**

Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

Coverage B – Employer's Liability
 \$100,000 Bodily Injury by Disease per Employee
 \$500,000 Bodily Injury by Disease Aggregate
 \$100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. Automobile Liability Insurance: Required for vendors and any of their authorized dealers that perform on call/onsite services.

The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverages:

☒ Owned Automobile
☒ Non-owned Automobile
☒ Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. General Liability Insurance:

The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence
 \$2,000,000 - Annual Aggregate
 \$2,000,000 - Annual Aggregate applying to Products/Completed Operations

B. Coverages

☒ Premises and Operations Bodily Injury and Property Damage
☒ Personal & Advertising Injury
☒ Blanket Contractual
☒ Products and Completed Operations
☒ **State of Minnesota named as an Additional Insured**

4. **Professional/Technical, Errors and Omissions, including Network Security and Privacy Liability Insurance** (or equivalent Network Security and Privacy Liability coverage endorsed on another form of liability coverage or written as a standalone policy).

Network Security and Privacy Liability is required for vendors that have software licenses on State of MN hardware (servers) or provide Maintenance and Support via telephone only:

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Insurance certificate holder should be addressed as follows:

State of Minnesota
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155