NASPO ValuePoint
PARTICIPATING ADDENDUM

MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE
Led by the State of **Arizona**

Master Agreement #: ADSPO16-169897, as amended

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF MISSOURI**

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

- All products 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 mailroom equipment, supplies, and maintenance contract led by the State of Arizona for use by state agencies and other governmental entities located in the Participating State of Missouri authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, 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. 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:	art.adams@pb.com

Contractor – Government Sales Channel Director -

Name:	Francie Coffey, Director, Government Sales
Address:	PO Box 13447 Oklahoma City OK, 73113
Telephone:	1 (213) 256-1917
Fax:	1 (203) 460-9181
Email:	francie.coffey@pb.com

Lead State

Name:	Christopher Lacey, MBA
Address:	Arizona DOA-SPO, 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
Telephone:	(602) 542-7165
Fax:	(602) 542-5508
Email:	christopher.lacey@azdoa.gov

Participating Entity

Name:	Melissa Sackett
Address:	State of Missouri, Office of Administration, Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101
Telephone:	(573) 526-2716
Fax:	(573) 526-9816
Email:	Melissa.sackett@oa.mo.gov

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.

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

- The laws of the State of Missouri shall govern this Participating Addendum.
- The State of Missouri Terms and Conditions, set forth in Exhibit C of Contract # CC171501001, takes precedence over **Attachments Summary of Lease/Rental, B.2 and B.3**.
- For informational purposes, the contractor is requested to complete **Attachment 1** of this participating addendum regarding their economic impact to the State of Missouri.
- The purchase of mailroom furniture shall be subject to the approval of Missouri Vocational Enterprises as mandated in Section 217.575 RSMo.
- Notwithstanding any insurance requirements to be contrary in a lease agreement, the State of Missouri is self-insured.
- 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.
- All purchasing entities requiring the use of postage meter will comply with all United State 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.

4.1 Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number: ADSPO16-169897. **Attachment B Summary of Lease/Rental** reflects the lease and/or rental options participating state/entity has agreed to use. **Attachments B.2** and **B.3** reflects the terms and conditions for a lease under this agreement. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The lease program only applies to the SMB Product line explained below. The DMT Product line as described in tabs on the Price **Attachments C, C-1** and C-2 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") for Production Mail categories is only available for purchase at this time.

a) Pitney Bowes Global Financial Services LLC "GFS" State and Local Rental – Option B, and State and Local Fair Market Value Lease – Option C pursuant to Sections 3.15 and 3.16, respectively and its terms and conditions are offered for lease transaction for the SMB Product line specifically listed on **Attachments C, C-1 and C-2** to the NASPO ValuePoint Master Agreement.

4.2 Subcontractors: All Pitney Bowes contactors, subcontractors, dealers, and resellers authorized in the State of Missouri, as shown on the 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.

4.3 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.

4.4 Sales & Purchase Tax will be charged, if required under your State Statute. Pitney Bowes acknowledges that the State of Missouri is tax exempt.

4.5 **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.

4.6 **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.

4.7 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."

5. ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number ADSPO16-169897 as amended (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: State of Missouri	Contractor: Pitney Bowes Inc.
Signature:	Signature:
Name: Karen S. Boeger	Name: Arthur E. Adams, Jr.
Title: Director of the Division of Purchasing	Title: Director, Government Contract Compliance
Date: 12-22-17	Date: 12/21/2017

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

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.]

ATTACHMENT 1

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number CC171501001 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
   PBI has the following within the state of MO:

   A. Facilities:
      - Presort: Production, Kansas City, 6301 Equitable Road, 64120- RSQFT- 39,556
      - Presort: Production, St. Louis, 288 Hanley Industrial Court, 63144- RSQFT-38,700

   B. Employees

Active Employees Living in MO	
Co. Code / Co. Name	**Employees**
1000~Pitney Bowes Inc.	19
1001~PB Presort Services, Inc.	116
Grand Total	135

   C.DEALER: Sumner Group dba Image Technologies of Missouri- Columbia, MO: Approx. 400 employees, approx. $100K in wholesale

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number CC171501001.
   A. See 1B above for MO employees.
   B. Dealer- Sumner Group dba Image Technologies of Missouri- Columbia, MO

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

   PBI has a positive economic impact on MO;

   - PBI Personal Property Tax for MO for 2016 $321,299
   - PBI Revenue for MO for 2016 = TBD

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:
   Commercial Item not subject to Subcontracting in the State of Missouri.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:

   Commercial Item not subject to Subcontracting in the State of Missouri.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites http://oa.mo.gov/sites/default/files/sdvelisting.pdf you will use in the provision of products and services under the contract:

   Commercial Item not subject to Subcontracting in the State of Missouri.