

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

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.

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. 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. Non-profits and 501(c)(3) organizations, if authorized to use this Participating Addendum would be subject to Contractor's commercial terms and conditions.

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.

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

CONTRACTOR: PITNEY BOWES, INC.

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

Contractor – Government Sales Channel Director – (Southeast) Region

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

Lead State

<u>Name</u>	<u>Nyesha "Nye" Daley, MBA, PhD (ABD)</u> <u>Statewide Procurement Manager, Professional Services</u>
<u>Address</u>	<u>Arizona DOA-SPO, 100 N. 15th Ave, Suite 402, Phoenix, AZ 85007</u>
<u>Telephone</u>	<u>602-542-4907</u>
<u>Fax</u>	<u>602-542-5508</u>
<u>E-mail</u>	<u>nyesha.daley@azdoa.gov</u>

PARTICIPATING ENTITY: STATE OF MISSOURI

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

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.

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.

- The following changes are modifying or supplementing the Master Agreement terms and conditions. State of Missouri Contract Document CC221938001
 - 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 #CC221938001, takes precedence over Attachments 2 and 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 Department of Corrections, 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 3.
5. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. Attachment 2 reflects the lease and/or rental options Participating State/Entity has agreed to use. 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 following, together with their respective terms and conditions are offered for lease or rental transactions under this Participating Addendum.

- a) Pitney Bowes Global Financial Services LLC "GFS" Term Rental (Installment Purchase) – Option A,
- b) FMV Rental – Option B, and
- c) State & Local Fair Market Value Lease – Option C


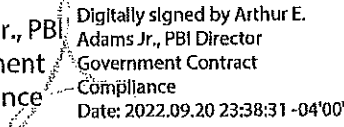
- 6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's 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.
- 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. 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.
- 10. 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 Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: Arthur E. Adams Jr., PBI Director Government Contract Compliance 
Name: Karen Boeger	Name: Arthur E. Adams Jr.
Title: Director of Division of Purchasing, State of Missouri	Title: Director, Government Contract Compliance
Date: 12-28-2022	Date: September 20, 2022

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

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.

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 the agreement between the State of Missouri and the vendor 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 employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

We have a Presort Facility at 6301 Equitable Road, Kansas City, MO, 64120 and a Presort Facility at 288 Hanley Industrial Court, St. Louis, MO, 63144 and across all business lines, we employ 133 people in Missouri.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number (CC221938006).

We have a Presort Facility at 6301 Equitable Road, Kansas City, MO, 64120 and a Presort Facility at 288 Hanley Industrial Court, St. Louis, MO, 63144 and across all business lines, we employ 133 people in Missouri.

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

\$10,533.95

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 Website <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

Commercial Item not Subject to Subcontracting in the State of Missouri
