

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Master Agreement #: **CTR058808**

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF NEW HAMPSHIRE**

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 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 will be subject to Contractor's commercial terms.

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 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 – North East Region

<u>Name</u>	<u>Denise Beychok</u>
<u>Address</u>	<u>3001 Summer St., Stamford, CT 06926</u>
<u>Telephone</u>	<u>225 931 8780</u>
<u>Fax</u>	
<u>E-mail</u>	<u>Denise.Beychok@pb.com</u>

PARTICIPATING ENTITY:

Name:	Carrie L. Martin
Address:	25 Capital Street Room 102 Concord, NH 03301
Telephone:	603.271.0574
Fax:	603.271.2700
Email:	<u>Carrie.L.Martin@das.nh.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.
- ☒ 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:**

5. CONDITIONAL NATURE OF AGREEMENT:

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Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds in that Account are reduced or unavailable.

6. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

6.1 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

6.2 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

7. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

7.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without written notice to the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor. In the event the State reasonably finds an assignee unacceptable then the State may terminate this Participating Addendum for convenience.

7.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

8. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of

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this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

9. CONFLICTING TERMS. In the event of a conflict between the terms of this Participating Addendum and attachments, the terms in this Participating Addendum shall control.

10. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

11. 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.

12. 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.

13. 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 A.

14. 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.

15. Lease Agreements:

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. Attachment B reflects the lease and/or rental options Participating State has agreed to use. 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. The following, together with their respective terms and conditions which may be found at the link below:

<https://www.naspovaluepoint.org/portfolio/mailing-equipment-supplies-and-maintenance-2022-2027/pitney-bowes-inc/>, are offered for lease or rental transactions under this Participating Addendum.

- Pitney Bowes Global Financial Services LLC "GFS" Term Rental (Installment Purchase) – Option A,

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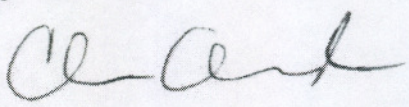
- FMV Rental – Option B
- State & Local Fair Market Value Lease – Option C

Sales & Purchase Tax will only be charged if required under New Hampshire Statute.

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

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: Digitally signed by Arthur E. Adams Jr., PBI Director Government Contract Compliance Date: 2023.04.17 16:49:03 -04'00'
Name: Charles Arlinghaus	Name: Arthur E. Adams Jr.
Title: Commissioner	Title: Director, Government Contract Compliance
Date: 5/5/23	Date: April 17, 2023

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.

Approved by Attorney General
Jill Kurlow, Assoc. Atty General
5/15/23

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Attachment A

Pitney Bowes Software License and Subscription Agreements

- On Premise Software License Agreement
- On Demand Software Subscription Agreement
- Pitney Bowes Hosting Software Purchases and Subscriptions Hosting Addendum

All of the above can be located at the following link:

<https://www.naspovaluepoint.org/portfolio/mailing-equipment-supplies-and-maintenance-2022-2027/pitney-bowes-inc/>

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ATTACHMENT B

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # BPM003137

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Notwithstanding the foregoing, Only Options A and C below may be used for the D12000 and Lockers.

LEASE TO OWN - Option A

This program provides a 24, 36, 48 or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter). (Non-profits, private universities & schools and non-State or Local agencies are excluded from this program). Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE Rental - Option B 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 into 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. Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE LEASE - Option C

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. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a \$10,000.00 equipment price:

MONTHLY LEASE RATES			
TERM	OPTION A	OPTION B	OPTION C
24	0.0464	0.0514	0.0464
36	0.0326	0.0377	0.0326
48	0.0257	0.0309	0.0257
60	0.0216	0.0270	0.0216

MONTHLY LEASE PAYMENTS BASED ON \$10,000 TRANSACTION*			
TERM	OPTION A	OPTION B	OPTION C
24	\$ 464.00	\$ 514.00	\$ 464.00
36	\$ 326.00	\$ 377.00	\$ 326.00
48	\$ 257.00	\$ 309.00	\$ 257.00
60	\$ 216.00	\$ 270.00	\$ 216.00

*Based on a 2.00% interest rate and sales and/or purchase tax. Sales and/or purchase tax will be charged, if required under Your State Statute.



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SPECIAL COTERMINOUS LEASE RATES

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly coterminous lease rates for NASPO ValuePoint BPB003137 Financing Option A, Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

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	<u>Co-Term Rates</u>				
	TERM	OPTION A	OPTION B	OPTION C	
	12	0.0883	0.0931	0.08842	
	15	0.0715	0.0764	0.07170	
	18	0.0604	0.0653	0.06056	
	21	0.0524	0.0573	0.05261	
	24	0.0464	0.0514	0.04660	
	27	0.0419	0.0468	0.04214	
	30	0.0382	0.0431	0.03844	
	33	0.0351	0.0402	0.03542	
	36	0.0326	0.0377	0.03290	
	39	0.0305	0.0356	0.03089	
	42	0.0287	0.0338	0.02907	
	45	0.0271	0.0323	0.02750	
	48	0.0257	0.0309	0.02610	
	51	0.0245	0.0298	0.02499	
	54	0.0234	0.0288	0.02392	
	57	0.0225	0.0279	0.02296	