# THE STATE OF THE S

#### **Contract Amendment**

Contract #: CTR058808 Contract Amendment: Five (5)

Effective Date: 5/15/2024

Arizona Department of Administration State Procurement Office Phoenix, AZ 85007

#### NASPO Mailing Equipment, Supplies and Maintenance

#### Pitney Bowes

The purpose of this amendment is to extend the contract, and add on additional items.

In accordance with Section 6: NASPO Valuepoint Master Agreement Terms and Conditions, the following items have been amended:

• Pursuant to Section II, Term of Master Agreement, Section 2.1, Initial Term, the contract is hereby extended from May 15, 2024 to May 14, 2025.

In accordance with Section 3: Scope of Work, Section 3.6, Technology Advancements, the equipment and technologies below have been added and deleted from the price book, these revisions are noted on attachments "NASPO Price Book\_revised January 2024" and "NASPO Supply Price List Eff 05.15.2022\_Rev 12.14.2023". The equipment that has been added is available for purchase immediately.

#### Added to Price Book:

- 360 API BASE SUBSCRIPTION
- 360 API BASIC SENDING
- ADVANCED ACCOUNTING
- CONNECTOR EPIC HEALTH
- CONNECTOR MCKESSON
- CONNECTOR SCRIPTPRO
- CONNECTOR BASE B SUBSCRIPTION ANNUAL
- CONNECTOR PER USAGE FEE TIER 2
- CORDLESS HANDHELD SCANNER FOR LOCKERS
- DATA RETAIN SENDING
- DATA RETAIN SENDING 0
- DATA RETAIN SENDING 1
- DATA RETAIN SENDING 10
- DATA RETAIN SENDING 11
- DATA RETAIN SENDING 12
- DATA RETAIN SENDING 2
- DATA RETAIN SENDING 3DATA RETAIN SENDING 4
- DATA RETAIN SENDING 5
- DATA RETAIN SENDING 6
- DATA RETAIN SENDING 7
- DATA RETAIN SENDING 8
- DATA RETAIN SENDING 9
- EXTERIOR ANCHOR BRACKETS
- HIGH VOLUME 4" LABEL PRINTER
- HIGH VOLUME 4" LABEL PRINTER
- HIGH VOLUME 4" LABEL PRINTER

#### **Contract Amendment**

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**Arizona Department of** Administration **State Procurement Office** Phoenix, AZ 85007

Effective Date: 5/15/2024

- HIGH VOLUME 4" LABEL PRINTER
- INDOOR PARCELPOINT DUAL ADD-ON MMMMM
- INDOOR PARCELPOINT DUAL ADD-ON XX
- INDOOR PP DUAL KIOSK MSSMKSL MSSMSSSSSSL
- INDOOR PPOINT DUAL ADD-ON MSSSSSSSML
- LOW VOLUME 4" LABEL PRINTER
- LOW VOLUME 4" LABEL PRINTER
- MCKESSON ENTERPRISERX CONNECTOR SUBSCRTN
- MCKESSON ENTERPRISERX USAGE SUBSCRIPTION
- NUMBER OF MONTHS RETAIN
- **OUTDOOR ROOF KIT**
- OVERAGE VOLUME BAND \$0.09 PER LABEL
- OVERAGE VOLUME BAND \$0.125 PER LABEL
- OVERAGE VOLUME BAND \$0.15 PER LABEL
- PARCELPOINT
- **PITNEYANALYTICS**
- PITNEYSHIP MAILCENTER INTEGRATION
- PS ENTERPRISE-100 TRANSACTIONS MONTH
- PS ENTERPRISE-1000 TRANSACTIONS MONTH
- PS ENTERPRISE-10000 TRANSACTIONS MONTH
- PS ENTERPRISE-100000 TRANSACTIONS MONTH
- PS ENTERPRISE-150000 TRANSACTIONS MONTH
- PS ENTERPRISE-200000 TRANSACTIONS MONTH
- PS ENTERPRISE-2500 TRANSACTIONS MONTH
- PS ENTERPRISE-25000 TRANSACTIONS MONTH
- PS ENTERPRISE-250000 TRANSACTIONS MONTH
- PS ENTERPRISE-300000 TRANSACTIONS MONTH
- PS ENTERPRISE-400000 TRANSACTIONS MONTH
- PS ENTERPRISE-50 TRANSACTIONS MONTH
- PS ENTERPRISE-500 TRANSACTIONS MONTH
- PS ENTERPRISE-5000 TRANSACTIONS MONTH
- PS ENTERPRISE-50000 TRANSACTIONS MONTH
- PS ENTERPRISE-500000 TRANSACTIONS MONTH
- PS ENTERPRISE-600000 TRANSACTIONS MONTH
- PS ENTERPRISE-700000 TRANSACTIONS MONTH
- PS ENTERPRISE-7500 TRANSACTIONS MONTH
- PS ENTERPRISE-AUDIT LOGGING SUBSCRIPTN
- PS ENTERPRISE-CARRIER MGMT SUBSCRIPTN
- PS ENTERPRISE-LOW CODE SUBSCRIPTN
- PS ENTERPRISE-REGION CARRIER SUBSCRIPTN
- PS PRO 50 TRANSACTIONS PER MONTH
- PSE Single Sign On Services
- RUGGED BOOT TRACKING ASSISTANT
- SCRIPTPRO SUBSCRIPTION AND SFTP
- SCRIPTPRO USAGE SUBSCRIPTION
- SPE LTL SUB CUSTOM CARRIER

## THE STATE OF THE S

#### **Contract Amendment**

Contract #: CTR058808 Contract Amendment: Five (5)

Arizona Department of Administration State Procurement Office Phoenix, AZ 85007

• SPE LTL SUB - FEDEX FREIGHT

- SPE LTL SUB OTHER SUPPORTED
- SPE LTL SUB UPS FREIGHT

Effective Date: 5/15/2024

- SPE LTL SUBSCRIPTION
- TA TRIGGER, REQUIRES BOOT
- USPS NEGOTIATED RATE LVL 01
- USPS NEGOTIATED RATE LVL 01
- USPS NEGOTIATED RATE LVL 01
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 02
- USPS NEGOTIATED RATE LVL 03
- USPS NEGOTIATED RATE LVL 03
- USPS NEGOTIATED RATE LVL 03
- XD5-40 SST LOW VOLUME LABEL PRINTER
- ZD621 SST MID VOLUME LABEL PRINTER

#### Deleted from Price Book:

- ACTIVATION FOR MOLS
- ACTIVATION FOR TOLS
- CROSSGRADE PP OFFICE CONNECT PERPETUAL
- CROSSGRADE PP PRODUCTION TO CONNECT
- ENHANCED RECEIVE AND DELIVER
- HIGH VOLUME 4IN. LABEL PRINTER
- HIGH VOLUME 4IN. LABEL PRINTER
- HOSTING LEVEL 1
- HOSTING LEVEL 2
- HOSTING LEVEL 3
- OL CONNECT SEND MAX 5000 USERS BACKUP
- OL CONNECT SEND-MAX 1000 USERS BACKUP
- OL CONNECT SEND-MAX 1000 USERS DEV/TEST
- OL CONNECT SEND-MAX 1000 USERS
- OL CONNECT SEND-MAX 2000 USERS
- OL CONNECT SEND-MAX 2000 USERS BACKUP
- OL CONNECT SEND-MAX 2000 USERS DEV/TEST
- OL CONNECT SEND-MAX 5000 USERS
- OL CONNECT SEND-MAX 5000 USERS DEV/TEST
- PERFORMANCE PACK
- PERFORMANCE PACK BACK-UP
- PERFORMANCE PACK DEV/TEST
- PITNEYANALYTICS SOLUTION
- PLANETPRESS CONNECT
- PLANETPRESS SEND UP TO 100 USER DEV/TEST
- PLANETPRESS SEND UP TO 100 USERS
- PLANETPRESS SEND UP TO 100 USERS BACK-UP

## THE STATE OF THE S

### **Contract Amendment**

Contract Amendment: Five (5)

Arizona Department of Administration State Procurement Office Phoenix, AZ 85007

Effective Date: 5/15/2024

Contract #: CTR058808

- PP CONNECT BACKUP LICENSE
- PP CONNECT DEVELOPMENT & TEST LICENSE
- PP CONNECT IMAGING
- PP IMAGING BACKUP LICENSE
- PP IMAGING DEVELOPMENT & TEST LICENSE
- PP OPTIMIZED OUTPUT
- PP OPTIMIZED OUTPUT BACKUP LICENSE
- PP OPTIMIZED OUTPUT DEV & TEST LICENSE
- PP PCL INPUT
- PP PCL INPUT BACKUP LICENSE
- PP PCL INPUT DEVELOPMENT & TEST LICENSE
- PRES
- PRES BACK-UP
- PRES PCL INPUT
- PRES PCL INPUT BACK-UP
- PRES DEV/TEST
- PRES PCL INPUT DEV/TEST
- PRES PERF PACK
- PRES PERF PACK BACK-UP
- PRES PERF PACK DEV/TEST
- RECEIVE
- RECEIVE AND DELIVER
- RECEIVING ENHANCED (50 RECIPIENTS)
- RECEIVING STANDARD (5 RECIPIENTS)
- RECEIVING WITH NOTIFY (150 RECIPIENTS)
- RUGGED BOOT T764/5, T6MD/E
- SNAP-ON TRIGGER HANDLE T764/5, T6MD/E

Bill Walter Date: 2023.12.19 13:59:02 -07'00'	Francine Whittington
Signature	Signature
VP, Government and GPOs	Statewide Procurement Manager
Title	Title
12-19-2023	12/18/2023
Date	Date

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

#### STATE OF NEW HAMPSHIRE **BUREAU OF PURCHASE AND PROPERTY**

STATE HOUSE ANNEX - ROOM 102 25 CAPITOL ST CONCORD NH 03301-6398

CONTRACT FOR: Mailing Equipment Supplies and Service

CONTRACT #: 800 3072

COMMODITY/NIGP CODE: 600-7100

CONTRACTOR: Pitney Bowes Inc.

**VENDOR CODE #:** 

177595

#### SUBMITTED FOR ACCEPTANCE BY:

Martin

Carrie L Digitally signed by Carrie L Martin, 0=Div Procurement Support Services,

rrie.L.Martin@das.nh.go v, c=US Date: 2023.03.07 16:11:26 -05'00'

PURCHASING AGENT

COLIN CAPELLE, ADMINISTRATOR

BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

MATHEW T. STANTON, DEPUTY DIRECTOR

BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

GARY S LUNETTA, DIRECTOR

DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER DEPARTMENT OF ADMINISTRATIVE SERVICES

GHAUS, COMMISSIONER

DATE 5-5-23

DATE 5-5-23

AG approval: Fully 8/15/23

Form Revised 10/22 GSL



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:**

4	Can	
1.	Sco	ne

☑ 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. <u>Primary Contacts</u>: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

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4



Led by the State of Arizona

#### 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

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

#### PARTICIPATING ENTITY:

Name:	Carrie L. Martin	
Address:	25 Capital Street Room 102 Concord, NH 03301	
Telephone:	603.271.0574	
Fax:	603.271.2700	
Email:	Carrie.l.Martin@das.nh.gov	

#### Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement	en
applied to the Participating Entity and Contractor.	

#### 5. CONDITIONAL NATURE OF AGREEMENT:

 <sup>∑</sup> 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:



Led by the State of Arizona

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



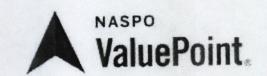
Led by the State of Arizona

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

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

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



#### MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE Led by the State of Arizona

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:
Clark	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 <a href="mailto:info@naspovaluepoint.org">info@naspovaluepoint.org</a>.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Approved by Attorney General Siel Rulin, Assoc. Atty General 0 \$115/23



#### MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE Led by the State of Arizona

#### 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/



Led by the State of Arizona

#### 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 DI2000 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). (Nonprofits, 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 MATES				
TERM	OPTION A	OPTION 6	артон (	
24	05+44	0.0514	0 0465	
36	0 02356	0 0377	0 6325	
41	0.0257	0 0309	0.0241	
60	0,0278	0 0270	0.0221	

TERM	0	PROMA		OFTION 8		OPTION (
24	5	444 00	\$	314 00	\$	496 0
36	5	326 00	5	377.00	5	1790
48	5	257 00	\$	309 00	\$	141 0
MO	•	216 00	5	2/000	5	121.0

## NASPO ValuePoint PARTICIPATING ADDENDUM



## MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

#### 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 coterminus 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.



Led by the State of Arizona

Co-Term Rates			
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

## State of New Hampshire Department of State

#### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PITNEY BOWES INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 02, 1957. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 3014

Certificate Number: 0006211103



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2023.

David M. Scanlan Secretary of State

#### DELEGATION OF AUTHORITY

I, Shemin Nurmohamed, President, Sending Technology Solutions of Pitney Bowes-Inc., hereby, delegates to Arthur, E. Adams, Director, Government Contract Compliance, the authority to execute and deliver, on behalf of Pitney Bowes Inc., any and all agreements, responses to solicitations and requests for proposal, certifications and/or other documents, in such form and substance as he may deem necessary or appropriate, required to enter into cooperative agreements with state and local government entities, including the Western State Contracting Alliance ("WSCA"), the National Association of State Procurement Officials ("NASPO"), and any participating addendum of a state or local government entity entered into connection with either WSCA or NASPO.

Dated: April 17, 2023

PITNEY BOWES INC.

Shemin Nurmohamed

President, Sending Technology Solutions



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 03/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A SOCIEDAD INSURED PROVISED	
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provising Insurance in the policy of the policy, certain policies may require an endorsem of Subrogation is Walved, subject to the terms and conditions of the policy, certain policies may require an endorsem	ions or be endorsed. ient. A statement on

this certificate does not confer rights to the certificate h	MILLS TOWARD HACOUN CALL			
PRODUCER Willis Towers Watson Northeast, Inc.	PHONE (A/C, No. Ext): 1-877-945-7378 [FAX (A/C, No.): 1-868-4			
c/a 26 Century Blvd	E-MAL ADDRESS: certificates@willis.com			
P.O. Box 305191 Nashville, TN 372305191 USA INSURED Pitney Bows Inc. 3001 Summer Street Stamford, CT 06926	INSURER(S) AFFORDING COVERAGE			
	INSURER A: ACE American Insurance Company			
	NSURERS: Commerce & Industry Insurance Company			
	MSURERC: Indemnity Insurance Company of North Ameri			
	INSURERD: ACE Fire Underwriters Insurance Company			
	MSURERE: National Fire & Marine Insurance Company			
	INSURER F:			
	PEVISION NUMBER:			

/a 26 Century Blvd		LAC	No. Ext):		1(25,10)		
.O. Box 305191		ADO	WESS: certific				NAIC #
Nashville, TN 372305191 USA			INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company				22667
		INS	JRERA: ALE AME	- C Toduck	ry Insurance Company		19410
ISURED		INS	RERB; Commerc	e r ruguser	- Common of North	mezi	43575
itney Bowes Inc.		INS	RERC: Indemni	ty Insurance	e Company of North	-	20702
3001 Summer Street Stamford, CT 06926			MSURERD: ACE Fire Underwriters Insurance Company INSURERS: National Fire & Marine Insurance Company				20079
OVERAGES CER	TIFICATE NU	MBER: W28341615		F	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF INSURANCE	E LISTED BELOW HAVE E	N REDUCED BY	PAID CLAIMS.	D NAMED ABOVE FOR TH OCCUMENT WITH RESPEC HEREIN IS SUBJECT TO	T TO W	HICH THIS HE TERMS.
	ADDLISUBRI		POLICY EFF	POLICY EXP	LIMITS		
TR TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(mm/op/1711)			\$	2,000,000
X COMMERCIAL GENERAL LIABILITY					MILLIANE TO DESITED	\$	300,000
CLAIMS-MADE X OCCUR						5	5,000
A .			07/01/2022	07/01/2023		5	2,000,000
		HDO G72952443	0770172022	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	PERSONAL GARAGE	•	4,000,000
GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE		4,000,000
X POLICY PRO- LOC					PRODUCTS - COMP/OP AGG		4,000,000
TA POLICE DIECE					COMBINED SINGLE LIMIT	\$	2,000,000
OTHER:					(Es accident)	\$	2,000,000
<u> </u>					BODILY INJURY (Per person)	S	
- COURDING		ISA H25572439	07/01/2022	07/01/2023	BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS					PROPERTY DAMAGE (Per accident)	\$	
AUTOS ONLY AUTOS ONLY						5	
					EACH OCCURRENCE	5	5,000,000
B X UMBRELLA LIAB X OCCUR		14572305	07/01/2022	07/01/2023		5	5,000,000
EXCESS LIAB CLAIMS-MADE	E		07/01/2022		AGGREGATE		
DED RETENTIONS					X PER OTH-	,	
WORKERS COMPENSATION							2,000,000
AND EMPLOYERS' LIABILITY Y/N	N/A WLR C6892193		07/01/2022	2 07/01/2023	E.L. EACH ACCIDENT	5	
OFFICERMEMBEREXCLUDED?		WLR C68921934	07/01/2022		E.L. DISEASE - EA EMPLOYEE	\$	2,000,000
(Mandatory in NH) If yes, describe under		•			E.L. DISEASE - POLICY LIMIT	5	2,000,000
DESCRIPTION OF OPERATIONS below		WLR C68921971	07/01/2022	07/01/2023	E.L. Each Accident	\$2,000	0,000
A Workers Compensation and					E.L. Disease - EA Em	\$2,000	0,000
Employers' Liability					E.L. Disease-Pol LMT	\$2,00	0,000
Per Statute			hand if me	an annua la recul			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI SEE ATTACHED	CLES (ACORD 191	, Addition in the second					
CERTIFICATE HOLDER			CANCELLATION				
			THE EXPIRATIO	ON DATE TH	DESCRIBED POLICIES BE ( HEREOF, NOTICE WILL ICY PROVISIONS.	BE DE	LED BEFORE LIVERED IN
State of New Hampshire Division of Administration Servi	ces	7	AUTHORIZED REPRES	SENTATIVE			

CERTIFICATE HOLDER	CANCELLATION		
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
State of New Hampshire	AUTHORIZED REPRESENTATIVE		
Division of Administration Services 25 Capitol Street	Alkley		
Concord, NE 03301	©.1988-2016 ACORD CORPORATION. All rights reserved.		

AGENCY	AGENCY CUSTOMER ID:					
	100#					

	/	7.
AC	0	RD
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### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Pitney Bowes Inc. 3001 Summer Street		
		Stanford, CT 06926		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

POLICY NUMBER: SCF C6892201A EFF DATE: 07/01/2022 EXP DATE: 07/01/2023

LIMIT AMOUNT:

TYPE OF INSURANCE:

Workers Compensation and

E.L. Each Accident

Employers' Liability

E.L. Disease - EA Emp

E.L. Disease-Pol LMT

\$2,000,000 \$2,000,000

\$2,000,000

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company

POLICY NUMBER: 42-XSF-316064-02 EFF DATE: 07/01/2022 EXP DATE: 07/01/2023

NAIC#: 20079

NAIC#: 20702

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LINIT AMOUNT:

Excess Business Auto

Limit:

\$1M xs \$2M