



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

Master Agreement #: CTR058808

Contractor: PITNEY BOWES INC.

Participating Entity: STATE OF OHIO

The Participating Entity is also referred to as the Contracting Agency.

A Purchasing Entity may also be referred to as an Ordering Agency.

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

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website as of May 14, 2022, as amended from time to time on the NASPO VP website.*

MASTER AGREEMENT TERMS AND CONDITIONS:

1. **Scope:** This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State of Ohio authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The NASPO ValuePoint Master Agreement may also be referred to as the Consortium Agreement elsewhere in this Participating Addendum.
2. **Participation:** The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher education, 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. For the avoidance of doubt, non-profits and private first-responder entities are not permitted to use this Participating Addendum.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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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 – Northeast Region

| | |
|------------------|---|
| <u>Name</u> | <u>Denise Beychok - Stevens</u> |
| <u>Address</u> | <u>3001 Summer Street, 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> |

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

| | |
|------------|--|
| Name: | Megan Wampler |
| Address: | 4200 Surface Rd. Columbus, OH 43228 |
| Telephone: | 614-752-0032 |
| Fax: | |
| Email: | Megan.wampler@das.ohio.gov |



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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.

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

4.1 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 B.

4.2 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.



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4.3 Lease Agreements:

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number CTR058808. Attachment A 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) FMV Rental – Option B

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

4.5 Subcontractors:

All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Ohio, as shown on the dedicated 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.

4.6 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 CTR058808" (2) Your Name, Address, Contact, & Phone-Number.

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

4.7 Price Agreement Number:

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: RS1008354 and the Lead State price agreement number: CTR058808.



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4.8 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.

4.9 State of Ohio Special Terms and Conditions:

Nothing in this agreement shall be construed as debt financing or create any debt of the State.

ORDER OF PRIORITY: The State of Ohio Standard Contract Terms and Conditions are hereby incorporated into this Participating Addendum (PA) and shall be binding on the contractor. If there is any inconsistency or conflict between the PA Agreement and the Ohio Terms and Conditions, the PA Agreement will prevail. Notwithstanding anything to the contrary, all pricing shall be governed solely by the terms of the Consortium Contract.

AMENDMENTS TO THE OHIO STANDARD CONTRACT TERMS AND CONDITIONS: The following Amendments to the Ohio Standard Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Ohio Standard Contract Terms and Conditions, the Amendment will prevail.

COOPERATIVE PURCHASING CONTRACT: This Contract may be utilized by Cooperative Purchasing Members. "Cooperative Purchasing Members" or "Co-op Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private nonprofit emergency medical service organizations, and chartered nonpublic schools.

Contractor will perform due diligence in assuring all orders are from a cooperative purchasing member. If an order is found to be from a non-cooperative purchasing member, that order will be void. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract solely to the extent of the purchase order. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment for orders placed by a Cooperative Purchasing Member.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.



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To submit this quarterly sales report, the Contractor is responsible for obtaining access to OhioBuys and must report the quarterly dollar value of sales to Cooperative Purchasing Members to the Department of Administrative Services (DAS) via the Internet using OhioBuys at the following web address supplier-emarketplace.ohio.gov. If no sales occur, the Contractor must report zero. The report must be submitted no later than thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the Services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals $\frac{3}{4}$ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to the State, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, <https://das.ohio.gov/revenueshareform>.

Credit Card Payments:

To pay by credit card, use the following link, <https://epay.das.ohio.gov/Payment>, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.



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5. ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number CTR058808 (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.



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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|-------------------------------------|---|
| Participating Entity: State of Ohio | Contractor: Pitney Bowes Inc. |
| Signature: | Signature: |
| Name: Ryan Garber | Name: Arthur E. Adams Jr. |
| Title: Assistant Director | Title: Director, Government Contract Compliance |
| Date: | Date: December 28, 2022 |

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.]



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ATTACHMENT A

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # CTR058808. AS AMENDED

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. Option B may not be used for the DI2000 and Lockers.

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 upon a 90 day notice of cancellation. In addition to all amounts outstanding at the time notice of cancellation is provided by Purchasing Entity, Purchasing Entity shall be responsible for all rent payments due through the 90 day notice period. 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 B | |
| 24 | | 0.0514 |
| 36 | | 0.0377 |
| 48 | | 0.0309 |
| 60 | | 0.0270 |

| MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION* | | |
|--|----------|--------|
| TERM | OPTION B | |
| 24 | \$ | 514.00 |
| 36 | \$ | 377.00 |
| 48 | \$ | 309.00 |
| 60 | \$ | 270.00 |

*Monthly payment excludes sales and 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 co-terminus lease rates for NASPO ValuePoint CTR058808 Financing Option B. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

| Co-Terminous Rates | |
|--------------------|----------|
| TERMS | OPTION B |
| 12 | 0.0931 |
| 15 | 0.0764 |
| 18 | 0.0653 |
| 21 | 0.0573 |
| 24 | 0.0514 |
| 27 | 0.0468 |
| 30 | 0.0431 |
| 33 | 0.0402 |
| 36 | 0.0377 |
| 39 | 0.0356 |
| 42 | 0.0338 |
| 45 | 0.0323 |
| 48 | 0.0309 |
| 51 | 0.0298 |
| 54 | 0.0288 |
| 57 | 0.0279 |



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ATTACHMENT B
SOFTWARE

On-Demand Subscription Services Agreement
On-Premise Software License Agreement
Hosting Addendum
DI2000 Terms