



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 19000000286

NOT TO EXCEED AMOUNT:

Begin Date: 07/14/2019

Procurement Folder: 895015

Expiration Date: 05/22/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 05/12/21

Version Number: 6

CONTACT INFORMATION

REQUESTOR:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

ISSUER:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

BUYER:

Brittany Peterson

334-242-4667

Brittany.Peterson@purchasing.alabama.gov

CONTRACT DESCRIPTION

Equipment cannot be ordered without a DO/PO first.

Ship To:

Bill To:

Final

REASON FOR MODIFICATION

Renewal

VENDOR INFORMATION

Name /Address:

VC000004087: PITNEY BOWES INCORPORATED

PO BOX 371887

PITTSBURGH PA 15250-7887

Contact:

Vic Paschal

205-246-4294

victor.paschal@pb.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	MO	\$0.000000	\$0.00			\$0.00	\$0.00

98554 - Mailing Equipment Including Postage Meter Rental or Lease
 MAILING EQUIPMENT INCLUDING POSTAGE METER RENTAL OR LEASE
 PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897.

MAILING MACHINE EQUIPMENT:

Lease #:

Business Partner #:

Period Covered:

Months covered of lease:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

9855446 - LEASE, WITH OPTION TO PURCHASE MAILING SYSTEM CONSOLES (BRAN
 MAILING EQUIPMENT LEASE WITH OPTION TO PURCHASE
 PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897.

LEASE, WITH OPTION TO PURCHASE MAILING SYSTEM

Lease #:

Business Partner #:

Period Covered:

36 month lease using _____ lease and its terms

Months covered of lease:

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

60073 - Office Machines, Equipment, Accessories, and Supplies, Recyc
 Mail Machine Supplies
 PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897.

MAIL MACHINE SUPPLIES

Item #:

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

93952 - Mailing Machines and Equipment Maintenance and Repair
 Maintenance & Software
 PO is subject to NASPO Contract #ADSPO16-169901.

Maintenance & Software

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 
Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Final

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Mandatory Source:

All state agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments such as cities, counties, schools, etc.

Contract period:

Establish a 12 month contract with an option to extend for a second, and third, 12 month period, with the same pricing, terms and conditions, or until the current NASPO Master Agreement expires, whichever comes first. The second, or third, 12 month period, if agreed by both parties, would begin the day after the first, or second, 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period. In no event shall the term of this Contract extend beyond the then current term (or renewal term) of the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended.

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods no greater than five years. This contract shall not exceed the original terms of the contract/agreement nor shall it exceed the five (5) years, whichever comes first.

The 36-month agreement for lease of equipment will begin on the date of installation, equipment may be ordered at any time during the life of the contract and will continue until the agreement is finished or fulfilled. Any leases entered into by an agency during the Term of the Agreement shall continue in their entirety until the end of the applicable lease term regardless if this contract has expired or has been canceled.

Vendor Subscription:

Contract vendor(s) must be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov>

Choice of Law, Venue:

This contract will be governed by the laws of the State of Alabama and the sole venue for litigation and alternative dispute resolutions activities will be the City of Montgomery in the State of Alabama.

Alabama Immigration Law:

Contract vendor(s) must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances, where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted with ten (10) days of the award.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office. Section 41-16-3, Code of Alabama 1975.

Cancellation:

A contract user shall not cancel any contract for equipment for any other reason than failure of equipment to operate as specified, vendor default on a contract or purchase order, and non-availability of funds. Cancellation for any other reason may result in a termination fee equal to the sum of the remaining payments. A user shall provide (30) thirty day written notice of cancellation to the vendor.

A non-performance cancellation may occur if a vendor fails to remedy a situation within 30 calendar days of written notification from agency.

Delivery:

Items are to be delivered to various locations through the 67 counties within Alabama. The exact locations and quantities will be provided by the ordering agency, maximum delivery time frame after date of purchase order will not exceed thirty (30) calendar days. Dock Delivery is not acceptable. Fuel surcharges are not allowed on this contract.

Software Agreements:

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All software agreements have been mutually agreed up between the State of Alabama Finance Department Division of Purchasing and Pitney Bowes

Ordering process:

Purchases for state agencies will be made by delivery orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor. All purchase orders must reference the NASPO MA.

Installation Cost:

Machine Installation cost must be the burden of the vendor.

Relocation:

If equipment must be relocated during the duration of the contract, the vendor must agree to relocate equipment in accordance with the Master Agreement. The vendor must submit a price quotation not to exceed the vendor's cost for the move.

Requested information:

Any additional information reasonably requested from a vendor must be furnished within (5) five calendar days from receipt of request.

Payment:

Payment for lease purchase and rental of equipment will be paid quarterly in arrears.

Electronic Payment:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Lease Tax:

According to The Code of Alabama, Section 40-12-222, the (4%) four percent lease tax levied shall not apply to leasing or rental of tangible personal property to the state, municipality, or county in the state unless that flat amount collected by the lessor includes both the tax and the leasing fee.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all paid under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
 January, February, March – Due by April 20th
 April, May, June – Due by July 20th
 July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
 Division of Accounting and Administration
 PO Box 300658
 Montgomery, Alabama 36130-0658

Non-appropriation of funds:

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Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.