

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
Mail Room Equipment, Supplies and Maintenance

**Administered by the State of Arizona**  
(hereinafter "Lead Agency")

**MASTER AGREEMENT #ADSP016-169897, as amended**

**Pitney Bowes, Inc**  
(hereinafter "Contractor")

And

**State of Arkansas**  
(hereinafter "Participating State/Entity")

1. **SCOPE:** This addendum covers the NASPO ValuePoint Master Agreement for Mail Room Equipment, Supplies and Maintenance by the State of Arizona, as amended, for use by State agencies and other entities located in the Participating State as authorized by that State's statutes to utilize cooperative contracts with the prior approval of the respective State Chief Procurement Official.
2. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including local political subdivisions and other entities are authorized to purchase products and services under the terms and conditions of this participating addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State of Arkansas Director of the Office of State Procurement.
3. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that purchases products and/or services under this Participating Addendum, will be treated as if they were Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Participating Addendum and the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State 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 Participating Entity individually.
4. **CHANGES AND OR ADDITIONS TO THE MASTER AGREEMENT:** The following terms and conditions are modifying or supplementing the Master Agreement terms and conditions.
  - a. **Payments and Invoice Provisions:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Vendors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

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Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

All invoices should be forwarded to: Agency Name  
Attention: Accounts Payable  
Address  
City, Arkansas Zip Code

**b. Purchase Order:** All Participating Entities issuing valid purchase orders will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

**c. 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 ADSPO16-169897" (2) Your Name, Address, Contact and Phone Number

Except for operating system software, software required for the functionality of the system and Contractor's mail room related software products offered in accordance with the Master Agreement, Software, License and Subscription, State agencies shall not purchase software products and licenses under this Addendum.

Any software license agreements, terms and conditions shall be mutually agreed upon in writing and negotiated on an individual case-by-case basis by the individual NASPO purchasing entity's authorized individual, the Office of State Procurement and Pitney Bowes, Inc.

**d. Price Agreement Number:** All purchase orders issued by the purchasing entities within the jurisdiction of this Participating State/Entity's contract number, SP-18-0009 and the Lead State price agreement number shall include the NASPO ValuePoint contract #ADSPO16-169897, agency name and address, name of contact person and phone number.

**e. Reporting:** The vendor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports will include the following data: agency name and address, product description, quantity, purchase order number, unit and extended prices.

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**f. Record Retention:** The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records reasonably related to the Services provided under this Participating Addendum shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

**g. Delivery:** Free On Board Destination.

**h. Taxes:** Personal Property tax will not be charged to Arkansas State agencies.

**i. Cancellation:** The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation. Any lease, rental, maintenance or license/subscription agreement written under this Participating Addendum will remain in full force and effect throughout the term of the lease, rental, maintenance or license/subscription agreement subject to termination provisions contained within such lease, rental, maintenance or license/subscription agreement.

**j. Non-Appropriation:** If the State's appropriation request to its legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, the State may terminate an order on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue an order for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under an order incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

**k. Governing Law and Venue:** The laws of the State of Arkansas shall govern this Participating Addendum, and exclusive venue arising under this Participating Addendum is Pulaski County, Arkansas.

**l. Sovereign Immunity:** Nothing under this agreement or Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

**m.** Any software license agreements, terms and conditions shall be mutually agreed upon in writing and negotiated on an individual case-by-case basis by the individual NASPO purchasing entity's authorized individual, the Office of State Procurement and Pitney Bowes, Inc.

**n.** 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. Purchase Power is not available for use under this PA.

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**o. Lease Agreements:** Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-169897, as amended.

Attachment B 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.

**p. Sales and Purchase Tax:** Sales and Purchase Tax will be charged; if required under your State Statute.

**q. Subcontractors:** All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Arkansas, 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.

**r. Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt provided, however, that the State shall be deemed to have accepted a product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product.

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**5. PRIMARY CONTACTS:** The primary contacts for this participating addendum are as follows (or their named successors):

**Lead Agency: State of Arizona**

Contact Person	Christopher Lacey, Sr. Procurement Specialist
Address	100 North 15 <sup>th</sup> Avenue, Suite 201 Phoenix, AZ 85007
Telephone	602-542-7165
Fax	763-972-3185
E-mail	christopher.lacey@azdoa.gov

**Contractor: Pitney Bowes**

Contact Person	Arthur E. Adams, Jr., Director, Government Contract Compliance
Address	3001 Summer Street Stamford, CT 06926
Telephone	203-351-7866
Fax	203-460-3827
E-mail	art.adams@pb.com

**Arkansas Pitney Bowes Contact:**

Contact Person	David Gobbel, Major Acct. Mgr.
Address	1 Elmcroft Rd. Stamford, CT 06926-0700
Telephone	601-454-9927
Fax	N/A
E-mail	David.gobbel@pb.com

**Participating Entity: State of Arkansas**

Contact Person	Janet Quattlebaum, Statewide Procurement Specialist
Address	1509 W. 7 <sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222
Telephone	503-324-9316
Fax	503-324-9311
E-mail	janet.quattlebaum@dfa.arkansas.gov

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**ATTACHMENT B**

**SUMMARY OF LEASING / RENTAL PROGRAMS UNDER ADSP016-169897**

Options C is offered for lease or rental transactions for the SMB Product line only, and do not cover the DMT Product line. The DMT Product line may be leased through three (3) third (3<sup>rd</sup>) party lending companies. The preferred lending company is PNC Equipment Finance. The two (2) alternative lending companies are IBM Credit LLC and Municipal Asset Management, Inc. Separate lease terms apply, which are attached as Attachment E.

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. This Agreement cannot be used for Productions Equipment Categories (Folders-Inserters Production, Inserters-Protection, Pre-sorting Equipment Production and Software License and Subscriptions applicable to DMT Production Mail Equipment) awarded under ADSP016-00006328, as amended – to Pitney Bowes, Inc.

**FAIR MARKET VALUE LEASE – Option C**

This program provides a 36, 48 or 60 Month lease term with the option to purchase this equipment at the end of the lease for its current Fair Market Value, or you can continue leasing the equipment based on its Fair Market Value, or return the equipment. Sale and Purchase Tax will be charged, if required under Your State Statute.

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

<b>MONTHLY LEASE RATES</b>	
<b>TERM</b>	<b>OPTION C FMV Lease</b>
36	0.0342
48	0.0277
60	0.0237

<b>MONTHLY LEASE PAYMENT BASED ON \$10,000.00 TRANSACTION*</b>	
<b>TERM</b>	<b>OPTION C FMV Lease*</b>
36	\$342.00
48	\$277.00
60	\$237.00

\*Monthly payment excludes any State or Purchase Tax. Sales and/or Purchase Tax will be charged if required under Your State Statute.

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This Participating Addendum and the Master Price Agreement #ADSP016-169897 (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 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.

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

Participating State: State of Arkansas	Contractor: Pitney Bowes, Inc
By: 	By: 
Name: Randy Wright	Name: Arthur E. Adams, Jr.
Title: Deputy Director of OSP	Title: Director, Government Contracts Compliance
Date: 12/19/17	Date: 12/19/2017