

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum covers the NASPO ValuePoint Master Agreement No. ADSP016-169897 for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona, as amended (the "NASPO ValuePoint Master Agreement" or "Master Agreement") and allows for the purchase and rental of Mailroom Equipment, Supplies and Maintenance, for use by State agencies and political subdivisions ("Purchasing Entity") located in Connecticut authorized by State statutes. Leases are prohibited under this Participating Addendum unless amended. The State of Connecticut will identify this Participating Addendum as State of Connecticut, Department of Administrative Services (DAS), Procurement Division Contract #16PSX0180.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by Purchasing Entity is authorized by Connecticut State Statutes and DAS. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official at DAS.

Each Purchasing Entity, that purchase under the Master Agreement are individual customers. Except to the extent modified by this Participating Addendum, each Purchasing Entity will be responsible to follow the terms and conditions of 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 Purchasing Entity will be responsible for their own charges, fees, and liabilities.

3. Order of Precedence:

1. This Connecticut DAS Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Arizona NASPO ValuePoint Master Agreement;
2. Arizona NASPO ValuePoint Master Agreement including the negotiated Terms & Conditions and *applicable* Attachments and Exhibits thereto;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

The parties agree that these documents are to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms and conditions listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor.

4. Primary Contacts:

Contractor:

Name: Pitney Bowes Inc.
Address: 3001 Summer Street, Stamford CT 06926
Contact Person: Art Adams, Director of Government Contract Compliance
Telephone: 203 351-7866
Fax: 203 460-3827
E-mail: art.adams@pb.com

Contractor – Government Sales Channel Director:

Name: Russell Rodd, Director of Government Sales
Address: 27 Waterview Dr., Shelton, CT 06484
Telephone: 860 680-3586
E-mail: russell.rodd@pb.com

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

Participating Entity:

Name: State of Connecticut, Department of Administrative Services, Procurement
Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Janet DelGreco Olson
Telephone: 860 713-5079
Fax: 860 622-2961
E-mail: janet.delgreco@ct.gov

5. Orders:

Any order placed by a Purchasing Entity through the 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 of the order agree in writing that another contract or agreement applies to such order.

All purchase orders are to be made out to and processed by Pitney Bowes and must contain the following (1) "PO is subject to the Master Agreement No. ADSP016-169897 and the DAS Contract No. 16PSX0180" (2) your name, address, contract and phone number.

6. Participating State Modifications or Additions to Master Agreement:

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State of Connecticut or any Purchasing Entities.

6.1 Excluded Items:

The following products or services are not included in this Participating Addendum:

- Commercial Off The Shelf ("COTS") Software and any other software not required for functionality of Pitney Bowes Equipment and not included in our offering under the NASPO Master Agreement No. ADSP016-169897, as amended.
- Furniture unrelated to mailing handling to include, but not be limited to, desks, chairs and stools.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- Installation/Assembly work unrelated to new equipment purchases or rental
- Design work
- Consulting Services
- Equipment requiring a software license prior to agreement of a mutually agreed upon software license (refer to section 27 below)

6.2 Postage Meter Rental: All postage meter rentals must comply with the postage meter requirements of the Federal Government and meter terms and conditions applicable to the rental and use of postage meters supplied under this Participating Addendum.

6.3 Payment Terms: Payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services as outlined in the Master Agreement, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g.

6.4 Rental Agreements:

Equipment Rentals are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSP016-169897. Client Agency shall refer to Attachment B which reflects the rental program that is included in this Participating Addendum. Any underlying rentals to this agreement will remain in full force and effect throughout the stated rental term of such rental agreement, subject to termination provisions stipulated within Attachment B.

- (a). The DMT Product Line is only available for purchase.

7. Definitions:

The following definitions apply to this Participating Addendum:

- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (b) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (d) Contract: NASPO Master Agreement ADSP016-169897, as amended, and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, consultants, employees or any one of them or any other person or

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

- (g) DAS: Department of Administrative Services.
- (h) Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- (i) Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, or other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchases.
- (j) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

8. Whistleblowing:

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

9. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

10. Sovereign Immunity:

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

11. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

12. Campaign Contribution Restriction:

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

13. Executive Orders:

This Participating Addendum is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions, and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Orders 14, 19, and 49 are applicable, they are deemed to be incorporated into and are made a part of this Participating Addendum as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

14. Nondiscrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (ii) (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

15. Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State,
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 2 documents to DAS. Contractor shall provide an annual electronic update of the 2 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Insurance: Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) Reserved
- (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

- (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved

17. Tangible Personal Property:

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

18. Audit and Inspection of Plants, Places of Business and Records:

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set-off the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- (h) Under no circumstances will the State be allowed to view Contractor's supplier and subcontractor invoices.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (i) Notwithstanding anything to the contrary in this Section 18, Records which Contractor deems proprietary or confidential shall not be subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In the event there is a FOIA request for any of Contractor's Records, the State shall notify the Contractor immediately. The Contractor shall then have the opportunity to request protection of the Records from FOIA. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular Records that the Contractor believes are exempt from disclosure under the FOIA shall be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified Records were to be released. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

19. Protection of Confidential Information:

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the DAS (as such terms are defined in 45 C.F.R. § 160.103).

20. Financial Audit for State Grants:

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.

21. P-Card (Purchasing MasterCard Credit Card):

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

22. Subcontractors:

All Contractor's subcontractors, dealers and resellers authorized in the State of Connecticut, as shown on the dedicated Contractor website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation shall be in accordance with the terms and conditions set forth in the Master Agreement.

23. Purchase Orders:

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

All purchase orders issued by Purchasing Entity within the jurisdiction of this Participating Addendum shall include the Participating State contract number: 16PSX0180.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

24. Quarterly Usage Reporting:

Contractor shall submit quarterly reports to the DAS primary contact for all Purchasing Entity purchases or service contracts executed for the period using the report template attached hereto as Exhibit D. Quarterly reports shall be an Excel spreadsheet file transmitted electronically to janet.delgreco@ct.gov.

Quarterly reports are due even when there are no sales or purchase orders. Any quarterly report that does not follow the required format or that excludes information will be deemed incomplete. Quarterly reports are due by the end of the following months for each quarter. For example:

Quarter 1: October 1 st to December 31 st	due January 31 st
Quarter 2: January 1 st to March 31 st	due April 30 th
Quarter 3: April 1 st to June 30 th	due July 31 st
Quarter 4: July 1 st to September 30 th	due October 31 st

25. Administrative Fee:

Each quarter Contractor shall submit a check payable to "Treasurer, State of Connecticut" to Participating State primary contact address for the calculated amount equal to one percent (1%) of the net sales (net of returns, credits, or adjustments) for the quarterly period. Contractor shall include Participating State's contract number, 16PSX0180, quarter for which check is for and reference NASPO ValuePoint Cooperative Contract ADSP016-169897 on check for identification. The administrative fee shall not be included as an adjustment to the Contractor's NASPO ValuePoint Master Agreement pricing for the State of Connecticut. The administrative fee shall not be invoiced or charged to the Purchasing Entity.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity. Failure to submit quarterly administrative fees on a timely basis may constitute breach of Contract. Administrative fee checks are due by the end of the following months for each quarter. For example:

Quarter 1: October 1 st to December 31 st	due January 31 st
Quarter 2: January 1 st to March 31 st	due April 30 th
Quarter 3: April 1 st to June 30 th	due July 31 st
Quarter 4: July 1 st to September 30 th	due October 31 st

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

26. Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "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."

27. With respect to acquisitions by a State agency of a product that is subject to a software license, software license terms and conditions shall be mutually agreed upon in writing by the State's Department of Information Technology's authorized individual and Pitney Bowes Inc. at the time of the order by the State agency. In the event a product subject to a software license is being acquired by a Purchasing Entity that is not a State agency, software license terms and conditions shall be mutually agreed upon in writing by the Purchasing Entity's authorized individual and Pitney Bowes Inc. at the time of the order.


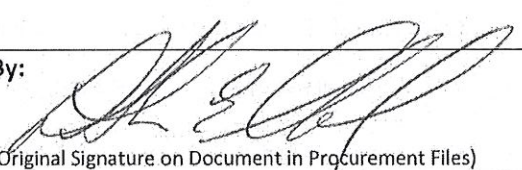
28. This Participating Addendum and the Master Price Agreement number ADSP016-169897, as amended, (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or 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.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

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

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: Pitney Bowes Inc.
By:  (Original Signature on Document in Procurement Files)	By:  (Original Signature on Document in Procurement Files)
Name: Carol Wilson	Name: Arthur E Adams, Jr.
Title: Procurement Director	Title: Director, Government Contract Compliance
Date: 3/9/18	Date: 2/26/2018

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

Attachment B

- I. Mail Room Equipment Rental Provisions:
- A. Contractor shall hold title to all rental equipment for the period of the rental.
 - B. The state shall have no equity in the postage and mailing systems units under the rental.
 - C. Exclusions: Production Equipment categories (Production Ink Jet Envelop Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment).
 - D. Purchase Order shall state the following:
 - full term of the rental
 - equipment description and part numbers and quantities
 - correct monthly payment amount
 - address where equipment is to be delivered
 - where invoices should be submitted
 - E. Contractor shall be responsible for the payment of any and all local property taxes and insurance on the rented postage and mailing system units.
 - F. Rentals shall not be extended. At the end of the Rental period:
 - 1. Rentals (Option B)
 - a. A new rental with a new, unused unit may be established.
 - b. The rental equipment can be returned
 - G. Rental cancellations require thirty (30) days written notification to the Contractor.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
NASPO ValuePoint Mailroom Equipment, Supplies & Maintenance - Arizona RFP ADSP016-00006328
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: ADSP016-169897, as amended

Pitney Bowes Inc.
(hereinafter "Contractor")
And
State of Connecticut
(hereinafter "Participating State/Entity" or "State")

II. Pricing

- A. Rental Rates shall remain firm for the term of the rental period.
- B. Rentals shall include all equipment, parts, labor, travel and any preventive maintenance.
- C. Example of Rental pricing based on a \$10,000 equipment price is shown in the "RATES" Table below::

Monthly Rates by Term		
Option B – Rental		
Rental Term	Rental Rate	Monthly Payment based on a \$10,000 Transaction
36 months	.0377	\$377.00
48 months	.0309	\$309.00
60 months	.0270	\$270.00

- 1. Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Rental Payment.
- 2. Rental Customers will be billed based on the formula below:
 Equipment Rental + Service Element + Meter = Monthly Rental Rate
- 3. Dependent on the products selected by the Purchasing Entity, there may be an added Software Maintenance Agreement ("SMA"), or Value Based Service element.

ATTACHMENT A
CONTRACTOR: _____

NASPO VALUEPOINT
MAILROOM, EQUIPMENT SUPPLIES MAINT.

QUARTERLY REPORT
FROM: _____ TO: _____

DATE	ORDER AGENCY NAME	STATE OR SUBDIVISION	PURCHASE ORDER NO.	CONTRACT LINE ITEM NO.	MANUFACTURER	MANUFACTURER PART NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	LIST PRICE	UNIT PRICE	CONTRACT DISCOUNT	CONTRACT PRICE PAID	EXTENDED
example 1/1/2011	example Dep Rev Services	example State	example 56704343	example 3	example Neopost	example 4567564-34A	example Letter Sorter	example each	1	\$199.00	\$150.00	example 12%	example \$150.00	