



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 1800000226</b>			
Effective Date:	12/1/17	Record Date:	6/20/19
Expiration Date:	5/14/20	Procurement Folder:	16204
Document Description:	PITNEY BOWES MAILING EQUIPMENT, SUPPLIES & MAINTEN-NASPO		Procurement Type: Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	4

### CONTACT INFORMATION

**ISSUER:**  
 Donald Robinson  
 502-564-6525  
 DonE.Robinson@ky.gov

### REASON FOR MODIFICATION

To renew for a one (1) year period (05/15/2019- 05/14/2020) in accordance with the terms and conditions and written agreement of the vendor.

Please note, the Issuer has been updated from April Bentley to Don Robinson.

No other changes have been made; documentation is on file with OPS.

### VENDOR INFORMATION

Name /Address:	Contact:
KY0026728: PITNEY BOWES INC  3001 SUMMER STREET  STAMFORD CT 06926	ARTHUR E ADAMS, JR. 203-351-7866 ART.ADAMS@PB.COM

### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Pitney Bowes Mailroom Equipment, Supplies and Maintenance

**Extended Description:**  
 NASPO VALUEPOINT CONTRACT# ADSPO16-169897

Contract attachments are attached to the header of this document in Emars.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	60.00000	MO	\$343.010000	\$0.00			\$20,580.60

SendPro P1500 Lease - Kentucky Board of Medical Licensure

**Extended Description:**  
 60 Month Lease for SendPro P1500 with the Kentucky Board of Medical Licensure (KBML) at a rate of \$343.01 per month (billed quarterly at \$1,029.03) at a total lease cost of \$20,580.60

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**PARTICIPATING ADDENDUM**

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE 2017-2019  
Administered by the State of Arizona (hereinafter “Lead State”)**

**Master Agreement**

**Master Agreement No. ADSPO16-169897, as amended**

**PITNEY BOWES INC.**

**(HEREIN AFTER “CONTRACTOR”)**

**AND**

**COMMONWEALTH OF KENTUCKY**

**(HEREIN AFTER “PARTICIPATING ENTITY OR “PARTICIPATING STATE”)**

**MA 758 1800000226**

**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 Kentucky authorized by the State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official. The Commonwealth of Kentucky is including all awarded services 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 and individual state’s statutes to use state/entity contracts in the Commonwealth of Kentucky are subject to 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. 501(c) 3 organizations and/ or private schools and institutions are eligible to use pricing under this contract with the vendor’s commercial lease agreement.

**3. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

<u>Name</u>	Art Adams, Director of Government Contract Compliance
<u>Address</u>	3001 Summer Street, Stamford, CT
<u>Telephone</u>	203-351-7866
<u>Fax</u>	203-460-3827
<u>Email</u>	<a href="mailto:art.adams@pb.com">art.adams@pb.com</a>

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Contractor-Government Sales Channel Director-Francie Coffey-Region

Name	Francie Coffey, Director, Government Sales
Address	3001 Summer Street, Stamford, CT
Telephone	213-256-1917
Fax	-
Email	<a href="mailto:francie.coffey@pb.com">francie.coffey@pb.com</a>

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Lead State

Name	Christopher Lacey, MBA
Address	Arizona DOA-SPO, 100 N. 15 <sup>th</sup> Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-543-7165
Fax	602-542-5508
Email	<a href="mailto:christopher.lacey@azdoa.gov">christopher.lacey@azdoa.gov</a>

Participating Entity

Name	Commonwealth of Kentucky-Office of Procurement Services
Address:	702 Capitol Avenue, Room 096, Frankfort, Kentucky 40601
Telephone	502-564-4510
Fax:	502-564-6013
Email:	<a href="mailto:april.madbak@ky.gov">april.madbak@ky.gov</a>

**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 on 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 D**.

**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

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and use of postage meters supplied under the participating addendum as provided by the Contractor and attached hereto as **Attachment C**.

#### **4.3 Lease Agreements:**

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSP016-169897. **Attachment B** reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases entered into during the term of this Participating Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

(a) Pitney Bowes Global Financial Services LLC “GFS” Term Rental (Installment Purchase) – Option A, State & Local Rental – Option B, and State & Local Fair Market Value Lease – Option C pursuant to Sections 3.15 and 3.16, respectively and its terms and conditions are offered for lease transaction for the SMB Product line specifically listed **on Attachments C, C-1, and C-2** to the Master Price Agreement.

(b) For the Pitney Bowes DMT product line and related services (as described in tabs on the **Price Attachments C and C-1** to the Agreement (“Folders-Inserters Production, Inserters-Production, Pre-sorting Equipment Production and Software License and Subscriptions applicable to DMT Production Mail Equipment”)) (the “DMT Product Line”) leases may be available in an applicable State through three third party lending companies, including, PNC Equipment Finance, IBM Credit LLC and Municipal Asset Management, Inc. The terms and conditions of the (i) Municipal Master Lease Purchase Agreement or the Muni Short Form FMV lease [PNC], (ii) a Lease/Purchase Master Agreement for State and Local Government, [IBM] and (iii) a Tax Exempt Lease/Purchase Agreement and a Rental Agreement [MAM] lease (together the “DMT Leases”), as such may be available in this State, and have been included with this Participating Addenda. Pricing by third party leasing companies for DMT Leases to be provided.

(c) The DMT Leases may be offered under the Agreement and this State Participating Addenda and, in such cases, if there is a conflict between a DMT Lease, and the State Participating Addenda, the DMT Leases shall govern. Alternatively, the DMT Leases may be offered as a separate contract outside the Participating Addenda and this Agreement. Further, in the event this State wishes to use its own lender, it will be considered a separate contract outside the Participating Addenda and this Agreement. Note that the DMT Product Line is not offered under the GFS lease program described above in Item 1. Further, the DMT Product Line is not available for an Equipment Rental program, as described in Section 3.16 of the Agreement”

**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 Commonwealth of Kentucky, 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

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Master Agreement number ADSPO16-169897” (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: MA 758180000226 and the Lead State price agreement number: ADSPO16-169897.

**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 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.”

**4.10 Tax Exempt Status**

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices on invoices or quotations.

**4.11 Causes and Termination**

Either party may terminate this Participating Addendum (but not any underlying leases) without cause after thirty (30) days’ written notice, or for cause at any time, after a thirty (30) day cure period; provided, however, that any such termination shall not have any effect on payment on leases that were entered into prior to such termination.

**4.12 Conflict of Interest**

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this Participating Addendum and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

**4.13 Liability**

Any and all claims against the Commonwealth of Kentucky resulting from negligence on its part or that of its employees/agents shall be brought in accordance with KRS 44.070 et. Seq or KRS 45A. 240 et. Seq.

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#### **4.14 Payments**

The Contractor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

#### **4.15 Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this solicitation shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

#### **4.16 Access to Records**

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Participating Addendum for the purpose of a billing audit. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Participating Addendum and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a billing audit shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

#### **4.17 Miscellaneous**

**4.17.1** No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed in writing:

**4.17.2** All notices or communications whatsoever shall be in writing and sent by First Class Mail to the parties as identified below.

#### **4.18. Contractor's Report**

The Contractor may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the Contractor's computer printout sheet or form. This shall apply to all items, which are to become a part of this Participating Addendum. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

**4.19 No Fees for Processing Credit Card Payments.** The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase, rental or lease.

#### **4.20 Consolidated Quarterly Administrative Fee**

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. **The administrative fee percentage is only applicable to the orders actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers, but not yet paid.** The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any

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returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.