



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

Master Agreement #: CTR058808

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF SOUTH DAKOTA – CONTRACT 17655**

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

- *All products, services, and accessories listed on the Contractor page of the NASPO ValuePoint website.*

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating **State of South Dakota** authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

For internal use by the State: Political subdivisions (cities, counties, public schools, state universities, etc.) of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures. Any IT related purchase by state executive branch agencies is subject to the authority and prior approval of the Bureau of Information and Telecommunications. The Contractor will not be responsible to ensure compliance of this requirement.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the NASPO VALUEPOINT administrative fee. Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota. 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.

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

Contractor

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

Contractor – Government Sales Channel Director – Pac West Region

<u>Name</u>	<u>Francie Coffey</u>
<u>Address</u>	<u>Pitney Bowes</u>
<u>Telephone</u>	<u>213-256-1917</u>
<u>Fax</u>	<u>203-460-9181</u>
<u>E-mail</u>	<u>francie.coffey@pb.com</u>

Lead State

<u>Name</u>	<u>Nyesha "Nye" Daley, MBA, PhD (ABD)</u> <u>Statewide Procurement Manager, Professional Services</u>
<u>Address</u>	<u>Arizona DOA-SPO, 100 N. 15th Ave, Suite 402, Phoenix, AZ 85007</u>
<u>Telephone</u>	<u>602-542-4907</u>
<u>Fax</u>	<u>602-542-5508</u>
<u>E-mail</u>	<u>nyesha.daley@azdoa.gov</u>

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Name:	Lisa Hubbard
Address:	South Dakota Office of Procurement Management 523 East Capitol Avenue Pierre, South Dakota 57501
Telephone:	605-773-4580
Fax:	605-773-4840
Email:	lisa.hubbard@state.sd.us

4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

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

South Dakota's state specific contract terms set forth in Attachment A are incorporated by reference into this Participating Addendum.

Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. The Software Licenses offered under this Addendum may be found on the Contractor's microsite and the Contractor's page on the NASPO ValuePoint website. 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.

5. LEASE AGREEMENTS

Any lease entered into by a State agency, institution, public university, officer, board or commission through this agreement may utilize the lease terms included in the Master Price Agreement at their own discretion. Leases that require authorization by the Office of Procurement Management will be reviewed and approved on a lease by lease basis. The Contractor will not be responsible to ensure compliance of this requirement. Exhibit A reflects the lease options available under this Participating Addendum.

6. SUBCONTRACTORS

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All Pitney Bowes contractors, subcontractors, Authorized Sales and Services Representatives authorized in the **State of South Dakota**, 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.

7. PURCHASE ORDER INSTRUCTIONS

All orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number CTR058808" (2) Your Name, Address, Contact, & Phone-Number.

Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. 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: **17655** and the Lead State price agreement number: CTR058808.

9. 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.

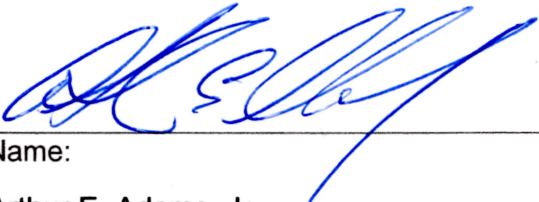
10. ENTIRE AGREEMENT

This Participating Addendum and the Master Price Agreement number CTR058808 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and

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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.

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

Participating Entity: State of South Dakota	Contractor: Pitney Bowes Inc.
Signature: 	Signature: 
Name: Steven L. Berg	Name: Arthur E. Adams, Jr.
Title: Director of Procurement Management	Title: Director, Government Contract Compliance
Date: 04/21/2022	Date: 04/21/2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

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Exhibit A**SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # CTR058808**

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. Notwithstanding the foregoing, only Options A and C below may be used for the DI2000 and Lockers. Any underlying leases to this agreement will remain in full force and effect through the stated lease term of such lease agreement, subject to termination provisions stipulated in such lease.

LEASE TO OWN - Option A

This program provides a 24, 36, 48 or 60 Month Lease and is available only to city and state agencies, such as public school districts, municipal hospitals, police and fire departments. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, lessee owns the equipment (excluding meter). (Non-profits, private universities & schools and non-State or Local agencies are excluded from this program). Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE Rental - Option B This program

provides you with 24, 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

FAIR MARKET VALUE LEASE - Option C

This program provides you with a 24, 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

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

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MONTHLY LEASE RATES			
TERM	OPTION A	OPTION B	OPTION C
24	0.0464	0.0514	0.0466
36	0.0326	0.0377	0.0329
48	0.0257	0.0309	0.0261
60	0.0216	0.0270	0.0221

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION*					
TERM	OPTION A		OPTION B		OPTION C
24	\$	464.00	\$	514.00	466.00
36	\$	326.00	\$	377.00	329.00
48	\$	257.00	\$	309.00	261.00
60	\$	216.00	\$	270.00	221.00

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

SPECIAL COTERMINOUS LEASE RATES

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18 month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly coterminous lease rates for NASPO ValuePoint CTR058808 Financing Option A, Option B, and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

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Co-Term Rates

TERM	OPTION A	OPTION B	OPTION C
12	0.0883	0.0931	0.08842
15	0.0715	0.0764	0.07170
18	0.0604	0.0653	0.06056
21	0.0524	0.0573	0.05261
24	0.0464	0.0514	0.04660
27	0.0419	0.0468	0.04214
30	0.0382	0.0431	0.03844
33	0.0351	0.0402	0.03542
36	0.0326	0.0377	0.03290
39	0.0305	0.0356	0.03089
42	0.0287	0.0338	0.02907
45	0.0271	0.0323	0.02750
48	0.0257	0.0309	0.02610
51	0.0245	0.0298	0.02499
54	0.0234	0.0288	0.02392
57	0.0225	0.0279	0.02296

ATTACHMENT A

STATE OF SOUTH DAKOTA CONTRACTUAL PROVISIONS

Important: This form contains mandatory provisions and must be attached to or incorporated into all copies of any contractual agreement with the State of South Dakota. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain all of the following provisions: "THE PROVISIONS FOUND IN THIS STATE OF SOUTH DAKOTA CONTRACTUAL PROVISIONS ATTACHMENT, WHICH IS ATTACHED TO THIS CONTRACT, ARE HEREBY INCORPORATED INTO THIS CONTRACT WITH THE SAME FORCE AND EFFECT AS FULLY SET FORTH IN THE BODY OF THIS CONTRACT."

1. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of this contract into which this attachment is incorporated.
2. Vendor/contractor acknowledges that the State of South Dakota would not have entered into this contract without the provisions of this Attachment.
3. All contractual agreements (with exception of optional Purchase Power) are subject to, governed by, and construed in accordance with the laws of the State of South Dakota. Any action, suit, or other proceeding under, pursuant to, or governed by this contract shall be brought and maintained in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
4. The vendor/contractor agrees that the continuation of this contract is dependent on receipt of an appropriation from the South Dakota Legislature. In the event that the Legislature does not provide both an appropriation of funds and expenditure authority for any fiscal year, then and in that event, this contract shall be null and void and shall expire at the end of the last fiscal year in which both funding and expenditure authority shall be available for this contract to the State and the State agency involved. Vendor/contractor agrees that a termination for lack of funds pursuant to this paragraph shall not result in a claim against the State, nor against any State agency, agent, officer, or employee.
5. Neither the State of South Dakota, nor any State agency, agent, officer, or employee shall hold harmless or indemnify any vendor/contractor for any loss or damage beyond the amounts provided for tort claims against the State by South Dakota law. Neither the State, nor any State agency, agent, officer, or employee shall assume liability to any third person by means of a contract or agreement. The State has not, and shall not, waive or give up any immunity or protection afforded to the State of South Dakota by the Eleventh Amendment to the Constitution of the United States, and no provision of this agreement shall be interpreted as, or be deemed as, a waiver of such Amendment, nor of any immunity afforded by it to the State of South Dakota.
6. Vendor/contractor agrees to comply with all federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing goods or services pursuant to this agreement, and vendor/contractor will be solely responsible for obtaining current information about such requirements.
7. Notwithstanding any language to the contrary, no interpretation shall be allowed that would find the State of South Dakota or any State agency has agreed to any binding arbitration, nor to the payment of damages or liquidated damages upon occurrence of a contingency. The State of South Dakota does not and shall not agree to pay any attorneys' fees or late charges in excess of those provided for in the South Dakota Prompt Payment Act, SDCL chapter 5-26.

8. By signing this contract, representative of vendor/contractor hereby warrants and represents that such person is duly authorized by vendor/contractor to execute this contract on behalf of vendor/contractor, and that vendor/contractor agrees to be bound by the provisions hereof.
9. This contract shall not require the State of South Dakota to purchase any insurance, nor shall the State of South Dakota be obligated to provide for any self- insurance beyond that required by South Dakota law relating to tort claims. Vendor/contractor shall be required to provide adequate insurance for: (1) Commercial General Liability; (2) Professional Liability; (3) Business Automobile Liability; (4) Workers' Compensation, all as required by South Dakota Law, as otherwise set out in this Agreement, or adequate to cover any and all risks of performance under this agreement.
10. Vendor/contractor hereby agrees to indemnify and hold the State of South Dakota, and its agents, agencies, officers, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of Contractor's negligence in performing services or providing goods under this contract. This provision does not require vendor/contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its agents, agencies, officers, or employees. Each party shall be responsible for its own negligence.
11. Vendor/contractor hereby agrees to save the State of South Dakota, its agents, agencies, officers and employees, harmless from liability of any nature or kind which shall arise from vendor/contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of this agreement, or which the vendor/contractor is not the patentee, assignee, or licensee. The foregoing shall not apply in the event the Purchasing Entity uses any product in a way that is not authorized by the Contractor.
12. Vendor/contractor hereby acknowledges that the State of South Dakota and all State agencies are public entities and are subject to all South Dakota statutes and laws governing open records and open meetings. It shall not be a violation or breach of this agreement for the State of South Dakota or any State agent, agency, officer, or employee to take any action that said State agency, agent, officer, or employee in good faith believes is necessary to comply with any State of South Dakota law governing open meetings or open records.
13. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, by signing this Agreement vendor/contractor certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Vendor/contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

14. Vendor/contractor will not provide to the State any computer or telecommunication hardware or video surveillance hardware, or any components thereof, or any software that was manufactured, provided, or developed by a covered entity. As used in this paragraph, "covered entity" means the following entities and any subsidiary, affiliate, or successor entity and any entity that controls, is controlled by, or is under common control with such entity: Kaspersky Lab, Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that has been identified as owned or controlled by, or otherwise connected to, People's Republic of China. Vendor/contractor will immediately notify the State if vendor/contractor becomes aware of credible information that any hardware, component, or software was manufactured, provided, or developed by a covered entity.