



**MAILROOM EQUIPMENT, SUPPLIES &
MAINTENANCE**
Led by the State of Arizona

**State of Oregon Participating Addendum to
Master Agreement #: ADSP016-169897, as amended**

Contractor: **PITNEY BOWES INC. (“CONTRACTOR” OR
“PITNEY BOWES”)**

Participating Entity **STATE OF OREGON *by and through its*
DEPARTMENT OF ADMINISTRATIVE SERVICES,
PROCUREMENT SERVICES (“Participating
Entity”)**

This State of Oregon Participating Addendum (“**Participating Addendum**”) establishes a price agreement between Contractor and Participating Entity pursuant to ORS 279B.140, including the provisions of that certain Master Agreement # ADSP016-,169897, as amended (including all attachments), executed between the Contractor and the State of Arizona, effective May 15, 2017, as amended (“**Master Agreement**”) and as further defined below in Section 1 of Exhibit 1 to the Participating Addendum, the terms and conditions of which are incorporated herein by reference (the Master Agreement together with this Participating Addendum are, collectively, the “**Oregon Agreement**”).

The term of this Participating Addendum is co-terminus with the NASPO ValuePoint Master Agreement #ADSP016-169897, as amended.

Notwithstanding the foregoing, any future amendments to Master Agreement agreed upon between the State of Arizona and Contractor shall not automatically become a part of this Participating Addendum, instead, Participating Entity shall have an opportunity to review any and all such amendments and if acceptable to Participating Entity then Contractor and Participating Entity will negotiate a substantially similar amendment to this Participating Addendum. All capitalized terms in this Participating Addendum shall have the meaning set forth in the Master Agreement (including all attachments) unless otherwise defined in this Participating Addendum.

The Goods and Services offered under the Master Agreement that may be procured under this Participating Addendum are described in Section 4 of this Participating Addendum. This Participating Addendum contains the additional terms and conditions specifically applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Agreement, the conflict will be resolved as set forth in Section 6 below of this Participating Addendum.:

Participating Addendum Terms and Conditions:

1. Participation:

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This Participating Addendum may be used by all agencies, boards, and commissions of the State of Oregon, as defined in Section 1 of the Oregon Terms (collectively, "**State Agencies**" and individually, a "**State Agency**"), and State of Oregon institutions of higher education, political subdivisions, and other entities authorized to use statewide contracts in the State of Oregon including without limitation, members of the Oregon Cooperative Procurement Program ("**ORCPP**"). Issues of interpretation and eligibility for participation as a Purchasing Entity are solely within the authority of the Participating Entity's Chief Procurement Official. Those authorized to use this Participating Addendum and enter into Contracts with Contractor are each a "**Purchasing Entity.**" If ORCPP Member is a non-governmental entity and/or private schools and institutions they are eligible to use pricing under this Participating Addendum with the Vendor's commercial lease agreement.

2. Scope:

This Participating Addendum covers the Master Agreement # ADSP016-169897 for Mailroom Equipment, Supplies, and Services, as amended (also described in this Participating Addendum as "**Goods and Services**") led by the State of **Arizona** for use by Purchasing Entities as authorized by the Participating State's statutes to utilize State contracts with the prior approval of the Participating State's Chief Procurement Official.

Pursuant to this Participating Addendum, Contractor shall provide to a Purchasing Entity, as requested by Purchasing Entities from time to time, the Pitney Bowes Goods and Services specifically identified in Section 4 of this Participating Addendum.

All such Pitney Bowes Mailroom Equipment, Supplies, and Services offered must meet, as applicable, the approval of the USPS®.

2.1 No Exclusivity. This Participating Addendum is not exclusive. There may be one or more contractor(s) who may provide similar goods and services to Purchasing Entities. In the event the Participating Entity has made an award to one or more of the holders of a master agreement, Purchasing Entities shall select a contractor in accordance with the selection process set forth in the buyer's guide provided to Purchasing Entities by the Contract Administrator.

3. Products and Services Categories by Geographic Area:

Pursuant to this Participating Addendum, Contractor elects to provide the Pitney Bowes Mailroom Equipment, Supplies, and Services to the entire State of Oregon geographical area. By entering into this Participating Addendum the Participating Entity does not guarantee any usage or spend by any State of Oregon agency or ORCPP member.

4. Goods and Services

Pursuant to ORS 282.080 and ORS 283.140, for State Agencies all Mailroom Equipment, Supplies, and Services are subject to approval by the State Printer.

Contractor shall provide the Pitney Bowes Equipment, Supplies, and Services as follows:

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- The Goods and Services and the applicable fees and pricing (as offered through Pitney Bowes's established equipment catalogue and price list) that are permitted to be purchased, rented, leased, or otherwise procured under this Participating Addendum are attached to this Participating Addendum as Exhibits 4 and 5 respectively. All Goods and Services offered by Pitney Bowes must meet the USPS® standards and specifications if applicable.
- To meet the mailing needs of the customer per the extent of its award, the applicable product range will include mailroom-related software license and subscriptions for ORCPP Members Only, ultra-low volume equipment and all other mail room equipment (including mailing production environment equipment and accessories for ORCPP Members Only).

In the event Contractor leases any Goods listed in Exhibit 4, State Agencies are prohibited from entering into any Capital Lease under this Participating Addendum. Any Contract entered into by Contractor and a state agency for a Capital Lease shall be void and the State shall have no liability for any such Capital Lease. Nothing in this Participating Addendum, however, prevents ORCPP Members from entering into a Capital Lease for any of the Goods listed in Exhibit 4.

To the extent offered by Contractor, all Purchasing Entities may enter into an Operating Lease for any of the Goods listed in Exhibit 4.

In the event Contractor licenses any Software or Software Services in Exhibit 4, Contractor shall not license or otherwise transfer any such Software or Software Services that may be listed in Exhibit 4 to any State Agency under this Participating Addendum unless such State Agency provides Contractor with written approval from the Contract Administrator (identified in Section 6 below of this Participating Addendum) or, if applicable, the State Publisher for such Software or Software Services. Nothing in this Participating Addendum, however prevents ORCPP Members from licensing or otherwise procuring the Software or Software Services offered by Contractor as may be listed in Exhibit 4. The Purchasing Entity shall sign the applicable software license and/or subscription agreement.

Contractor shall also include information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features. (See attached Product Category List in Exhibit 4)

The categories and any limitations of Goods and Services available under this Participating Addendum are as follows:

- 4.1 Printers** – The only printers allowed for purchase through this Oregon Agreement are special printers the sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable

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printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.

4.2 Computers - The only computers allowed for purchase through this Oregon Agreement are those computers dedicated to mailroom equipment and operations.

4.3 Furniture - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category e.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered agreeable with the mailroom equipment with which they are compatible.

4.4 Accessories – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Contract Administrator for a decision. The Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement. (Other existing agreements may apply).

4.5 Trade In/Buy Back - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Purchasing Entity to utilize this program. Details of Contractor's Trade In/Buy Back program will be provided upon request by the Purchasing Entity.

4.6 Maintenance Services. Maintenance services for the equipment purchased, rented, leased, or otherwise procured from Contractor under this Participating Addendum.

5. Leases. Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSP016-169897 as amended. Exhibit No. 6 includes the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to 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, C1 and C-2.

(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

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Product Line") leases may be available in an applicable State through three third party lending companies. The preferred lending company is PNC Equipment Finance. The two alternative lending companies are 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"

Sales and purchase tax will be charged, if required under Participating Entity's State statutes.

6. Order of Precedence:

In the event of a conflict between the terms and conditions of this Participating Addendum and the Master Agreement, the following order of precedence applies:

- (a) This Participating Addendum, less its exhibits;
- (b) Exhibit No. 1 of the Participating Addendum (State of Oregon Specific Terms and Conditions);
- (c) Exhibit No. 2 of the Participating Addendum (Insurance);
- (d) Exhibit No. 3 of the Participating Addendum (Tax Certification);
- (e) The Master Agreement, as amended, including all attachments;
- (f) Any Shipping Label, Purchase Order, or any other documentation pursuant to which a Purchasing Entity purchases Contractor's Services or Goods;
- (g) Exhibit No. 4 of the Participating Addendum (List of Available Pitney Bowes Product and Service Categories);



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- (h) Exhibit No. 5 of the Participating Addendum (Price List for Available Pitney Bowes Product and Service Categories);
- (i) Exhibit No. 6 of the Participating Addendum (Pitney Bowes Documents);
- (j) Exhibit No. 7 of the Participating Addendum (Volume Sales Report Template).

7. 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 – Bill Walter

Name	Bill Walter
Address	Pitney Bowes Inc. 3001 Summer Street, MSC 1C-305 Stamford, CT 06926
Telephone	480-206-2984
Fax	
E-mail	Bill.walter@pb.com

Lead State

Name	Christopher Lacey, MBA
Address	Arizona DOA-SPO, 100 N. 15th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-7165
Fax	602-542-5508
E-mail	Christopher.Lacey@azdoa.gov



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Participating Entity

Name:	Pam Johnson, Contract Administrator
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	(503) 378-4731
Fax:	(503) 373-1626
Email:	Pam.johnson@oregon.gov

8. Participating State Modifications or Additions to the Master Agreement:

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

No changes to the terms and conditions of the Master Agreement are required.

The changes modifying or supplementing the Master Agreement terms and conditions are set forth in Exhibit Nos. 1-7 to this Participating Addendum.

9. Subcontractors

All Pitney Bowes' contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Oregon, 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 Master Agreement.

10. Orders and Contracts

Any order placed by a Purchasing Entity for Goods or Services, or both, pursuant to this Participating Addendum shall be deemed to be a sale under and governed by the terms and conditions of the Oregon Terms (as such term is defined in Section 1 of Exhibit 1 to this Participating Addendum), including, without limitation the Master Agreement.

11. Tax Compliance:

Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this Participating Addendum and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this



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State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to Goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions

Any violation of this Section 11 constitutes a material breach of this Participating Addendum and any Contract issued under this Participating Addendum. Further, any violation of Contractor's warranty set forth in Exhibit No. 3 also shall constitute a material breach of this Participating Addendum and any Contract issued under this Participating Addendum. Any violation shall entitle DAS PS or Authorized Purchaser to terminate this Participating Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Participating Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Participating Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum or any Contract or (ii) exercising a right of setoff against Contractor's compensation under this Addendum or any Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

12. 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 as provided by the Contractor and attached hereto as Attachment C.



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13. 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.”

NASPO ValuePoint
STATE OF OREGON
PARTICIPATING ADDENDUM



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

Participating Entity: STATE OF OREGON	Contractor: PITNEY BOWES INC.
Signature: <u><i>[Handwritten Signature]</i></u>	Signature: <u><i>[Handwritten Signature]</i></u>
Name: <u><i>Pamela S. Johnson</i></u>	Name: <u>Arthur E. Adams, Jr.</u>
Title: <u><i>SPA</i></u>	Title: <u>Director Government Contract Compliance</u>
Date: <u><i>2/23/18</i></u>	Date: <u><i>2/23/2018</i></u>

Approved pursuant to ORS 291.047

See Email Dated 2/16/18 *2/23/18*
Karen J. Johnson Date
Senior Assistant Attorney General
Oregon Department of Justice
DOJ Matter No. GF0988-16

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
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to support documentation of participation and posting in appropriate databases.*

