



**FULLY EXECUTED**  
Contract Number: 4400029065  
Original Contract Effective Date: 01/24/2024  
Valid From: 01/05/2024 To: 05/14/2024

All using Agencies of the Commonwealth, Participating Political  
Subdivision, Authorities, Private Colleges and Universities

**Purchasing Agent**

Your SAP Vendor Number with us: 383101

Name: Covell Daniel  
Phone: 717-346-3828  
Fax: 717 346-3820

**Supplier Name/Address:**  
BELL AND HOWELL LLC  
3791 S ALSTON AVE  
DURHAM NC 27713-1803 US

**Please Deliver To:**

To be determined at  
the time of the Purchase Order  
unless specified below.

Supplier Phone Number: 919-767-6400  
Supplier Fax Number: 919-767-4345

**Contract Name:**  
Bell and Howell NASPO Value Point MR

**Payment Terms**  
NET 30

Solicitation No.: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Supplier Bid or Proposal No. (if applicable): \_\_\_\_\_ Solicitation Submission Date: \_\_\_\_\_

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

| Item | Material/Service Desc                    | Qty   | UOM  | Price | Per Unit | Total |
|------|--|-------|------|-------|----------|-------|
| 1    | Mailroom Equipment Software License      | 0.000 |      | 0.00  | 1        | 0.00  |
| 2    | Mailroom Equipment Software Subscription | 0.000 |      | 0.00  | 1        | 0.00  |
| 3    | Mailroom Equipment                       | 0.000 | Each | 0.00  | 1        | 0.00  |
| 4    | Mailroom Equipment Maintenance           | 0.000 | Each | 0.00  | 1        | 0.00  |

**General Requirements for all Items:**

**Information:**

Supplier's Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_



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**Supplier Name:**  
BELL AND HOWELL LLC

**Header Text**

NASPO Value Point Agreement for Mailing Equipment , Supplies and Maintenance  
Bell and Howell PA Contract number: 4400029065  
Pitney Bowes PA Contract Number:  
Quadient PA Contract Number:  
No further information for this Contract

**Information:**

**PARTICIPATING ADDENDUM  
TO THE  
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION  
MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE  
CONTRACT NO. CTR058804**

**This Participating Addendum** ("Participating Addendum") is entered into pursuant to the Mailing Equipment, Supplies and Maintenance Contract No. **CTR058804** ("Master Agreement") between **Bell & Howell, LLC** ("Contractor") and the **State of Arizona** ("Arizona") on behalf of the **NASPO ValuePoint Cooperative Purchasing Organization** ("NASPO ValuePoint"). The parties to this Addendum hereby create a separate contract **4400029065** between the Contractor and the **Commonwealth of Pennsylvania** ("Commonwealth"), acting through the **Department of General Services** ("DGS" or "Participating State").

**WHEREAS**, Arizona, on behalf of NASPO ValuePoint, entered into the Master Agreement with the Contractor, pursuant to which the Contractor provides mailing equipment, supplies, and maintenance as described in the Master Agreement;

**WHEREAS**, the Commonwealth desires to participate in the Master Agreement as a Participating State to procure mailing equipment and maintenance from the Contractor under the Master Agreement; and

**WHEREAS**, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

**NOW, THEREFORE**, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. The Master Agreement, and all other documents attached thereto or incorporated by reference in the Master Agreement, is attached hereto as **Exhibit A** to this Participating Addendum.
2. **Effective Date and Term.** This Participating Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Participating Addendum to the Contractor ("Effective Date"). This Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this Participating Addendum in accordance with its terms. If the Master Agreement is renewed or extended, this Participating Addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.
3. **Scope.** This Participating Addendum includes the mailroom equipment, maintenance and software available through the Master Agreement. Mailroom supplies are excluded from this Participating Addendum. Any scope exclusions specified herein apply only to this

Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

4. **Additional Requirements.** DGS and Contractor shall be bound by the Additional Requirements, attached hereto as **Exhibit B** and made part of this Addendum.
5. **Automatic Renewals.** Automatic renewals or extensions of rentals, leases, and services are not permitted.
6. **Participating Addendum Terms.** DGS and Contractor shall be bound by the Commonwealth of Pennsylvania Terms and Conditions, attached hereto as **Exhibit C** and made a part of this Addendum.
7. **Master Agreement Terms.** DGS and Contractor shall be bound by the prices, terms, and conditions as stated in the Master Agreement (Exhibit A).
8. **Additional Terms.**
  - a. **Embedded Software Licenses.** Any software included in the Supplies at the time of delivery (the "Embedded Software"), which includes any subsequent updates, patches or fixes, is licensed as part of the Supplies and not sold separately. Contractor hereby grants to the Commonwealth a non-exclusive, royalty-free, fully-paid, perpetual license to use the Embedded Software only in the operation of the Supply in which it was delivered. The Commonwealth shall not be required to accept and comply with any additional license agreement or terms (including, but not limited to any clickthrough, open source or freeware terms) for any Embedded Software, except as set forth in subsection b below.
  - b. **Commercially Available Software Licenses.** The Contractor may not offer Supplies which require commercially available software, which includes freeware and open-source software, for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth with terms that are acceptable to the Commonwealth.
  - c. **Clickthrough License Terms.** No license terms and conditions (including, but not limited to, any terms of service, end user licenses agreements) shall be binding or controlling and the terms and conditions of this Contract or any fully executed software license agreement shall govern any licenses provided for Commercially Available or Embedded Software. Any clickthrough terms and conditions that are included with any such software provided with the Supplies are null and void and not binding on the Commonwealth.
9. **TIPR.** Commonwealth Agencies are required to submit an IT Investment Request, in accordance with ITP-BUS002 and RFD-BUS002B, and receive approval before purchasing

any production level (high-volume) printing, finishing, or mailing equipment or Software solutions that are intended for use in a printshop or mailroom environment, regardless of dollar value.

10. **Computing Services.** Commonwealth Agencies are required to submit a Cloud Use Case Review, as applicable pursuant to ITP\_SEC040, and receive approval before purchasing any Computing Services.

11. **Software License Agreements.**

a. DGS and the Contractor agree that all End-User Software License Agreements included in the Master Agreement are specifically excluded from this Addendum. The Commonwealth shall have an irrevocable and perpetual license, without accepting or agreeing to any End-User Software License Agreements, for Embedded Software. To the extent that End-User Software License Agreements (EULA) are required to use items and/or services from the Master Agreement, the Commonwealth shall enter into a separate agreement with the appropriate Licensor.

b. Purchasing Entities other than the Commonwealth that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an EULA and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

12. **Non-Commonwealth Hosting Template. Exhibit D,** Non-Commonwealth Hosted Applications-Services Template, applies only when the Commonwealth procures a Product or Service that meets the definition of Computing Services, as defined in Commonwealth ITP\_SEC040. The Parties will work in good faith to negotiate the terms of **Exhibit D**, in the event that Exhibit D is applicable.

13. **Maintenance and Support.** Orders for maintenance/extended warranty services made during the term of the Participating Addendum and pursuant to the terms of the NASPO Master Agreement may be extended up to three (3) years past the expiration date of the contract.

14. **Prepaid Postage Programs.** The Contractor is not authorized to create a prepaid postage program unless it is approved by DGS, Bureau of Publications. The Contractor shall not charge, and the Commonwealth shall not be responsible for, any fees or interest for any prepaid postage program created. The Commonwealth shall only be responsible for the amount prepaid.

15. **COSTARS Program.** COSTARS Program members shall be eligible to utilize this Participating Addendum under the same terms and conditions as the Commonwealth. Information related to the COSTARS Program is incorporated in the COSTARS Program

Clause contained in Section I.9 IFB-027.1 of Exhibit C. If the Contractor elects to permit COSTARS members to participate in the Contract, the Contractor shall complete and return the COSTARS Election to Participate Form, which is attached hereto as **Appendix A**.

- 16. Iran Free Procurement Certifications and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Commonwealth Procurement Code and is eligible to contract with the Commonwealth under Sections 3501—3506 of the Commonwealth Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). The Contractor must complete and return the Iran Free Procurement Certification form, which is attached hereto as **Appendix B** and made part of this Participating Addendum.

See the following web page for current Iran Free Procurement list:

<https://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>

- 17. Worker Protection and Investment Certification.** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201), **Appendix C**, which is attached hereto and made a part of this Participating Addendum.
- 18. Lobbying Certifications and Disclosure.** With respect to an award of a federal contract, grant, or cooperative agreement exceeding \$100,000 or an award of a federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000 all recipients must certify that they will not use federal funds for lobbying and must disclose the use of non-federal funds for lobbying by filing required documentation. The Contractor must complete and return the Lobbying Certification Form and the Disclosure of Lobbying Activities Form, which are attached to and made a part of this Participating Addendum as **Appendix D**. Commonwealth agencies will not contract with outside firms or individuals to perform lobbying services, regardless of the source of funds.
- 19. Order of Precedence.** To the extent that there is a conflict between the contract documents, the order of precedence shall be:
- a. The Participating Addendum contained herein.
  - b. The Additional Requirements (Exhibit B).
  - c. The Commonwealth of Pennsylvania Terms and Conditions (Exhibit C).
  - d. The Non-Commonwealth Hosting Template (Exhibit D).
  - e. The Master Agreement (Exhibit A).

Contract No. 4400029065

IN WITNESS WHEREOF, the parties have signed this Participating Addendum.

CONTRACTOR:

  
Signature

Dan Noga, VP, General Counsel  
Printed Name and Title

\_\_\_\_\_  
SAP Number

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically  
Deputy Secretary for Procurement      Date

**PENNSYLVANIA DEPARTMENT OF TREASURY:**

To be obtained electronically  
Treasurer (or Designee)      Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically \_\_\_\_\_  
Office of Chief Counsel      Date

To be obtained electronically  
Office of General Counsel      Date

To be obtained electronically \_\_\_\_\_  
Office of Attorney General      Date