

MAILING EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona
State of Utah Contract #: AR3974

Master Agreement #: BPM003137

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #: **AR3974**

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

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers mailing equipment, supplies and maintenance led by the State of Arizona for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #BPM003137. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement #BPM003137 applies to this PA.
5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Non-Profit organizations are eligible to use pricing under this contract with the Contractor's commercial lease agreement terms.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide

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

Contractor

Name:	Art Adams
Address:	3001 Summer Street, Stamford, CT 06926
Telephone:	(480) 206-2984
Email:	Art.adams@pb.com

Participating Entity

Name:	Cherilyn Hess
Address:	4315 S 2700 W, Taylorsville, UT 84129
Telephone:	(801) 957-7133
Email:	chess@utah.gov

9. **Additional Terms and Conditions**

The following terms and conditions will apply to this participating addendum.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

Terms negotiated and agreed by both parties: 1, 4, 6, 10, 12, 13, 14, 15, 18, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 37, 39, 44, 51, 55

- 1. **DEFINITIONS**: The following terms shall have the meanings set forth below:
 - a) **"Division"** means the Division of Purchasing and General Services.
 - b) **"Eligible User(s)"** or "Purchasing Entity" means those authorized to use the State Participating Addendum and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, or any other entity authorized by the laws of the State of Utah to participate in State Participating Addendum.
 - c) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Participating Addendum, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - d) **"Procurement Item"** means the Product that Contractor is required to deliver to the Eligible User under this Participating Addendum and the Master Agreement. e) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

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- f) **“Subcontractors”** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Participating Addendum shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Participating Addendum shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Participating Addendum, Contractor and all Procurement Items delivered and/or performed under this Participating Addendum will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Participating Addendum is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by Eligible Users to Contractor under this Participating Addendum. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, each of whom have an NDA in place with Contractor, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor’s attention by the Division or the Division’s auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Participating Addendum.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as “E-verify”, only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor’s failure to comply with this section will be considered a material breach of this Participating Addendum.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Participating Addendum, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the Participating Addendum, with responsibility for all Procurement Items delivered and/or performed as stated in this Participating Addendum. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor’s responsibilities under this Participating Addendum into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Participating Addendum. Moreover, Contractor is responsible for its Subcontractors’ compliance under this Participating Addendum.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the

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State of Utah (collectively, "Indemnified Parties") from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Participating Addendum to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Indemnified Party. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Participating Addendum may only be amended by the mutual written agreement of the State and the Contractor, provided that the amendment is within the Scope of Work of this Participating Addendum and is within the scope/purpose of the original solicitation for which this Participating Addendum was derived. The amendment will be attached and made part of this Participating Addendum. Automatic renewals will not apply to this Participating Addendum, even if listed elsewhere in this Participating Addendum.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Participating Addendum by any governmental entity during this Participating Addendum.
14. **TERMINATION:** This Participating Addendum may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Participating Addendum may be terminated for cause immediately and subject to the remedies below. This Participating Addendum may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Participating Addendum, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Participating Addendum, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Participating Addendum for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Participating Addendum. In the event of termination of the Participating Addendum, all underlying leases, rentals, maintenance, and license/subscription agreements to this Addendum including applicable terms and conditions will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Participating

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Addendum may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Participating Addendum. Eligible User represents that as of the execution of this Participating Addendum funds are available to pay all payments until the end of the current fiscal period. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Participating Addendum will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Participating Addendum.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Participating Addendum. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Participating Addendum. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Participating Addendum.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- a. Workers' compensation insurance during the term of this Participating Addendum for all its employees related to this Participating Addendum. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Participating Addendum.
 - d. Other insurance policies required in the Solicitation.

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Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Participating Addendum may commence.

Failure to provide proof of insurance as required will be deemed a material breach of this Participating Addendum. Contractor's failure to maintain this insurance requirement for the term of this Participating Addendum will be grounds for immediate termination of this Participating Addendum.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Participating Addendum, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Participating Addendum, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Participating Addendum, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Participating Addendum will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until delivery, when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Participating Addendum.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Participating Addendum prior to acceptance of the Procurement Item(s) by the Eligible User.
If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (ii) Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Participating Addendum.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The Participating Addendum number shall be listed on all invoices, freight tickets, and correspondence relating to this Participating Addendum. The prices paid by the Eligible User will be those prices listed in this Participating Addendum. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or

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claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's intellectual property. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Participating Addendum, but specifically manufactured under this Participating Addendum shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User. For the avoidance of doubt there will be no work made for hire under this Participating Addendum.
27. **REMOVED**
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Participating Addendum, in whole or in part, without the prior written approval of the Division, which approval shall not be unreasonably withheld, conditioned or delayed.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Participating Addendum: (i) Contractor's non-performance of its contractual requirements and obligations under this Participating Addendum; or (ii) Contractor's uncured material breach of any term or condition of this Participating Addendum. An Eligible User may issue a written notice of default providing a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Participating Addendum; or (iii) debar/suspend Contractor from receiving future contracts from the Division.
30. **FORCE MAJEURE:** Except for an Eligible User's payment obligations under an order, neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Participating Addendum after determining such delay will prevent Contractor's successful performance of this Participating Addendum.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor in the performance of the Services under this Participating Addendum, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Participating Addendum; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Participating Addendum, Contractor will, if practicable, return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Participating Addendum.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders.

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No amendment to this Participating Addendum is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

33. **ELIGIBLE USER PARTICIPATION:** Participation under this Participating Addendum by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Participating Addendum.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Participating Addendum will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Participating Addendum. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **REPORTS AND FEES:**
- Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT, or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be 1.0% and will apply to all purchases (net of any returns, credits, or adjustments) made under this Participating Addendum.
 - Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
 - Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - Fee Payment: After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 - Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Participating Addendum.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Participating Addendum, then a copy of the End User Agreement must be attached to this Participating Addendum as an attachment. With the exception of certain types of End User Agreements noted below, the term of the End User Agreement shall not exceed the term of this Participating Addendum, and the End User Agreement will automatically terminate upon the completion of termination of this Participating Addendum. In the event of termination of the Participating Addendum, all End User Agreements covering underlying leases, rentals, maintenance and license/subscription agreements to this Addendum including applicable terms and conditions will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement. An End User Agreement must reference this Participating Addendum, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Participating Addendum.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Participating Addendum. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.

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39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual from the premises for a violation hereunder.
40. **CONTRACT INFORMATION:** During the duration of this Participating Addendum the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Participating Addendum to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Participating Addendum, but not terminate this Participating Addendum, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **REMOVED**
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Participating Addendum, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Participating Addendum will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Participating Addendum. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Participating Addendum.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may

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appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

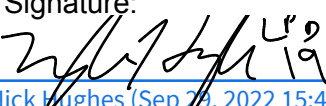
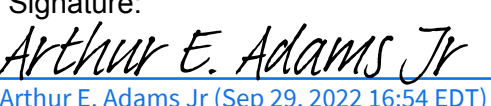
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be; (i) the State of Utah's additional terms and conditions, if any; (ii) any other attachment listed on the Contract Signature Page(s); and (iii) Contractor's terms and conditions that are attached to this Participating Addendum or the Master Agreement. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Participating Addendum or the Master Agreement or its exhibits, or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Participating Addendum shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Participating Addendum or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Participating Addendum shall not affect the validity or enforceability of any other provision, term, or condition of this Participating Addendum, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Participating Addendum. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Participating Addendum, together with the Master Agreement and all exhibits, appendices and attachments thereto, constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 15 April 2021)

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

Participating Entity: State of Utah, Division of Purchasing and General Services	Contractor: Pitney Bowes Inc.
Signature:  Nick Hughes (Sep 29, 2022 15:48 MDT)	Signature:  Arthur E. Adams Jr (Sep 29, 2022 16:54 EDT)
Name: Nick Hughes	Name: Arthur E. Adams Jr
Title: Assistant Director, Division of Purchasing & General Services	Title: Director, Government Contract Compliance
Date: 09/29/2022	Date: 09/29/2022

Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.

SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # BPM003137

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.

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.

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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:

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 sales and or Purchase Tax. 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 co-terminus lease rates for NASPO ValuePoint BPB003137 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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<u>Co-Term Rates</u>				
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	

SUMMARY OF SOFTWARE

- On-Demand Subscription Services
- Agreement On-Premise Software License
- Agreement Hosting Addendum
- DI2000 Terms