



# Commonwealth of Kentucky

## MASTER AGREEMENT

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> BELL HOWELL MAILING EQUIPMENT, SUPPLIE AND MAINTENANCE-NASPO	
<b>Doc ID No:</b> MA 758 1800000227 1	<b>Proc Folder:</b> 4682292
<b>Procurement Type:</b> Special Authority Goods	<b>Record Date:</b>
<b>Effective Date:</b> 12/01/2017	<b>Expiration Date:</b> 05/14/2019
<b>Issued By:</b> April Madbak	<b>Cited Authority:</b> FAP111-08-00-08
<b>Telephone:</b>	

<b>V E N D O R</b>	Bell and Howell, LLC
	Bell and Howell, LLC
	3791 S Alston Avenue
	Durham NC 27713-1803
	US

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Bell Howell Mailroom Equipment, Supplies and Maintenance	0	0.00		0.00000	0.00	0.00

**Extended Description**

NASPO VALUEPOINT

CONTRACT# ADSPO16-00006328

Attachments are on the header of the contract in Emars.

**Total Order Amount:**

0.00

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**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Mailroom Equipment, Supplies & Maintenance 2017-2019**  
**Administered by the State of Arizona (hereinafter “Lead State”)**

**Master Agreement**  
**Master Agreement No. ADSPO16-00006328**  
**Bell & Howell, LLC**  
**(herein after “Contractor”)**  
**And**  
**Commonwealth of Kentucky**  
**(hereinafter “Participating State” or “Participating Entity”)**

**MA 758 1800000227**

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 *[or State Entity]* authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official. The Commonwealth of Kentucky is including all awarded services in this Participating Addendum.

2. **Participation:** The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized by an individual state’s statutes to use state/entity contracts in the Commonwealth of Kentucky 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.

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

Contractor

Name:	Craig Urban
Address:	3791 S. Alston Ave, Durham, NC 27713
Telephone:	919-767-4313

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Fax:	n/a
Email:	craig.urban@bhemail.com

Lead State

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

Participating Entity

Name:	Commonwealth of Kentucky-Office of Procurement Services
Address:	702 Capitol Avenue, Room 096, Frankfort, Kentucky 40601
Telephone:	502-564-4510
Fax:	502-564-6013
Email:	april.madbak@ky.gov

**4. MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

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

Participating Entity must check one of the boxes below.

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

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

**4.1 Lease Agreements:**

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-00006328.

**Attachment A reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.**

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**4.2 Sales & Purchase Tax** will be charged, if required under your State Statute.

**4.3 Subcontractors:**

All Bell & Howell, LLC contractors, subcontractors, Authorized Sales and Services Representatives authorized in the Commonwealth of Kentucky, as shown on the dedicated Bell & Howell, LLC website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**4.4 Purchase Order Instructions:**

All orders under this PA are to be made out to and processed by Bell & Howell, LLC and should contain the following (1) Mandatory Language “PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-00006328” (2) Your Name, Address, Contact, & Phone-Number.

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

**4.5 Price Agreement Number:**

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity’s contract number: MA 758 1800000227 and the Lead State price agreement number: ADSPO16-00006328.

**4.6 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.

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#### **4.7 Section 7.2:**

[State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: “provided, however, that the State shall be deemed to have accepted a Product as to which it doesn’t indicate nonconformity within sixty (60) days of the delivery of the product.”

#### **4.8 Tax Exempt Status**

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

#### **4.9 Causes and Termination**

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

#### **4.10 Conflict of Interest**

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

#### **4.11 Liability**

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

#### **4.12 Payments**

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

#### **4.13 Governing Law**

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

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#### **4.14 Access to Records**

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

#### **4.15 Miscellaneous**

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

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

#### **4.16. Vendor's Report**

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

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

**4.18 Consolidated Quarterly Administrative Fee.** The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services

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for an amount equal to one percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.

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## Entire Agreement

This Participating Addendum and the Master Price Agreement number **ADSP016-00006328** (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 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: Commonwealth of Kentucky-Office of Procurement Services	Contractor:
Signature:	Signature:
Name: Joan Graham	Name:
Title: Executive Director	Title:
Date:	Date:

*[Additional signatures may be added if required by the Participating Entity]*



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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](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.]***