



# Commonwealth of Kentucky

## MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 2300000562</b>			
Effective Date:	12/16/2022	Record Date:	03/31/2023
Expiration Date:	05/14/2024	Procurement Folder:	1017561
Document Description:	Mailing Equipment, Supplies & Maintenance	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	NASPO (Quadient)	Version Number:	3
	Intergovernmental Purchases		

### CONTACT INFORMATION

**ISSUER:**  
 Sheila Durham  
 502-564-8626  
 Sheila.durham@ky.gov

### REASON FOR MODIFICATION

Commodity Line 9 and 10 has been added for Quadient Postage Funding. The Issuer has been updated from Sheila Durham to Carrie Willard. No other changes have been made; documentation is on file with OPS.

VENDOR INFORMATION	
<b>Name /Address:</b>	<b>Contact:</b>
KY0029303: Quadient, Inc.	Ryan Mikel
478 WHEELERS FARMS RD	651-592-1226
MILFORD CT 06461	r.mikel@quadient.com

### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Master Pricing

**Extended Description:**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Legacy Meter Rental

**Extended Description:**

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	1.00000	EACH	\$0.000000	\$0.00			\$0.00

Legacy Maintenance

**Extended Description:**

It will be the responsibility of the Agency utilizing the services of this Master Agreement to obtain a quote from the vendor for services/equipment and submit to OPS.Reporting@ky.gov. The Commonwealth Buyer or OPS Representative will amend the Master Agreement to add a Commodity Line for the services/equipment based upon the approved quote. Once the contract modification is completed the Commonwealth Buyer or OPS Representative will identify the appropriate Commodity Line for the agency to issue the Delivery Order (DO) against.

Agencies shall be responsible for reviewing vendors current products and pricing by visiting <https://www.naspo.valuepoint.org/portfolio/mailing-equipment-supplies-and-maintenance-2022-2027/>

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000	MO	\$30.000000	\$0.00			\$0.00
Postage Meter Rental (Monthly Rate)							
<b>Extended Description:</b>							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000	HOUR	\$280.000000	\$0.00			\$0.00
Hourly Rate for Time & Materials (Regular Business Hours)							
<b>Extended Description:</b>							
Mailing Systems, Ultra Low Volume Integrated Postal Scales							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000	HOUR	\$300.000000	\$0.00			\$0.00
Hourly Rate for Time & Materials (Regular Business Hours)							
<b>Extended Description:</b>							
Mailing Systems, Low Volume Mailing Systems, Medium Volume Mailing Systems, Production Folder-Inserters, Low Volume Folder-Inserters, Medium Volume Folder-Inserters, High Volume Tabbers, High Volume Mailing Furniture (general)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	0.00000	HOUR	\$320.000000	\$0.00			\$0.00
Hourly Rate for Time & Materials (Regular Business Hours)							
<b>Extended Description:</b>							
Mailing Systems, High Volume Letter Openers, Low Volume Letter Openers, High Volume Letter Folders, Low Volume Letter Folders, High Volume Folder-Inserters, Production Envelope Addressing System, Ink Jet, Low Volume Envelope Addressing System, Ink Jet, Medium Volume Envelope Addressing System, Ink Jet, High Volume Envelope Addressing System, Ink Jet, Production Tabbers, Low Volume Tabbers, Medium Volume Pressure Sealing, Production Pre-sorting Equipment, Production Extractors							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	1.00000	EA	\$5,385.000000	\$0.00			\$5,385.00
IX7 Series Base & IXWP10 Series Weighing Platform for KBN.							
<b>Extended Description:</b>							
1-17-2023 IX-7 Series Base with Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge at \$4,332.00 and IXWP10 Series 10 lb. Weighing Platform at \$1,053.00 for Kentucky Board of Nursing.							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	0.00000	EACH	\$8,500.000000	\$0.00			\$0.00
QPF - Mid to High Volume							
<b>Extended Description:</b>							
Quadient Postage Funding - Mid to High Volume Mailing System (Free Transaction Limit of \$4,000 per monthly billing period)							

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	0.00000	EACH	\$1,500.000000	\$0.00			\$0.00

QPF - Basic PLUS

**Extended Description:**

Quadient Postage Funding - Low Volume Mailing System (Free Transaction Limit of \$700 per monthly billing period)

	<b>Document Description</b>	<b>Page 4</b>
2300000562	<b>Mailing Equipment, Supplies &amp; Maintenance NASPO (Quadient)</b>	

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**Mailing Equipment, Supplies and Maintenance**

Led by the State of Arizona  
 Master Agreement #: CTR058809

Contractor: **Quadient, Inc.**  
 Participating Entity: **COMMONWEALTH OF KENTUCKY**

**Scope and Participation:**

1. Scope:  
 This Participating Addendum includes the entire scope of the products and services available through Master Agreement CTR058809.

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.

2. Participation:  
 This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the State Chief Procurement Official.

3. Term:  
 This Participating Addendum shall become effective as of December 16, 2022, and shall terminate on May 14, 2024, with the option to renew through May 14, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts:  
 The following (or their named successors) are the primary contact individuals for this Participating Addendum:

<b>CONTRACTOR:</b>	
Name:	Ryan Mikel
Telephone:	651-592-1226
Email:	<a href="mailto:r.mikel@quadient.com">r.mikel@quadient.com</a>
<b>PARTICIPATING ENTITY:</b>	
Name:	Sheila Durham

	<b>Document Description</b>	<b>Page 5</b>
<b>2300000562</b>	<b>Mailing Equipment, Supplies &amp; Maintenance NASPO (Quadient)</b>	

Telephone:	502-564-4510
Email:	<a href="mailto:Sheila.Durham@ky.gov">Sheila.Durham@ky.gov</a>

## **Participating Entity Modifications and Additions to the Master Agreement**

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

### 4.1 Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

### 4.2 Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

### 4.3 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.

### 4.4 Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

### 4.5 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.

### 4.6 Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

### 4.7 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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

	Document Description	Page 6
2300000562	Mailing Equipment, Supplies & Maintenance NASPO (Quadient)	

access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

4.8 Contract Modification

No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

4.9 Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided 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 services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

4.10 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.

4.11 Consolidated Quarterly Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a 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 net amounts 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 for an amount equal to **1.0%** of the net sales (less any return, credits or adjustments) under this Contract for the period. Fees shall be paid 45 days after the close of the quarter. Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements:

	Document Description	Page 7
2300000562	Mailing Equipment, Supplies & Maintenance NASPO (Quadient)	

Equipment Leasing and Lease/Rental Programs are authorized in accordance with the terms of Master Agreement CTR058809 and attached herein as follows:

**Option A**      **FAIR MARKET VALUE (FMV) LEASE** - The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form (“Initial Term”). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a “Renewal Period”). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**Option B**      **LEASE TO OWNERSHIP PLAN (LTOP) LEASE** - If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form (“Initial Term”). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

6. Subcontractors:

All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders:

Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity’s contract number: MA 758230000562 and NASPO Contract number CTR058809. Orders should also contain the following information:

- Purchasing Agency/Entity Name,

	<b>Document Description</b>	<b>Page 8</b>
<b>2300000562</b>	<b>Mailing Equipment, Supplies &amp; Maintenance NASPO (Quadient)</b>	

- Address,
- Contact,
- Phone-Number.

8. 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.

9. Termination of an Order

Either party may terminate an individual order for cause at any time, after a thirty (30) day cure period; provided, however, that any such termination shall not have any effect on payment on leases that were entered into prior to such termination.

The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

<b>PARTICIPATING ENTITY</b> Commonwealth of Kentucky – Finance and Administration Cabinet	<b>CONTRACTOR</b> Quadient, Inc.
Signature:	Signature:
Name: Kathy Robinson	Name: John Tartaro
Title: Executive Director, Office of Procurement Services	Title: Deputy CFO
Date:	Date:

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).