

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

Master Agreement #: ADSPO16-169901

Contractor: **NEOPOST**

Participating Entity: **STATE OF KANSAS**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*
 - Postage Meter Rental*
 - Mailing Systems-Ultra Low, Low, Medium, High, Production Volume*
 - Integrated Postal Scales*
 - Letter Openers-Low, High Volume*
 - Letter Folders-Low, High Volume*
 - Folder-Inserters-Low, Medium, High, Production Volume*
 - Envelope Addressing System-Low, Medium, High, Production Volume*
 - Tabbers-Low, Medium, High Volume*
 - Extractors*
 - Mail Furniture*
 - Software License & Subscription*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Mailroom Equipment, Supplies & 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.
2. Contract Term. The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum. A Purchasing Entity may lease Products under this Participating Addendum by issuance of an Order. The Order shall survive the termination of this Participating Addendum and the Master Agreement. Upon the Purchasing Entity's acceptance of any required delivery or Acceptance Testing, the Acceptance Testing period shall end.
3. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Kansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

PARTICIPATING ADDENDUM



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

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

Contractor

Name:	Larry Waters
Address:	Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	(281) 216-4596
Fax:	(203) 301-2600
Email:	L.waters@neopost.com

Participating Entity

Name:	Bonnie Edwards
Address:	900 SW Jackson St., Suite 451S
Telephone:	785-296-3125
Fax:	785-296-7240
Email:	Bonnie.edwards@ks.gov

5. PARTICIPATING ENTITY 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. Participating State Modifications or Additions to Master Price Agreement:

- a. The laws of the State of Kansas shall govern this Addendum.
- b. Order of precedence is modified as follows:
 - 1. State of Kansas Contractual Provisions Attachment (as modified), Da-146a

PARTICIPATING ADDENDUM



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

attached and incorporated into this Addendum as Attachment A.

2. This Participating Addendum
3. The NASPO ValuePoint Master Agreement # ADSPO16-169901 and Exhibits
4. Contractor's NASPO Mailing Equipment contract proposal including best and final offer.

c. Reports and Administrative Fees:

The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales") made from this Addendum. This report should include as a minimum the agency name, quantity description and amount. The report will be provided electronically and a check sent payable to the office of Procurement and Contracts for an amount equal to one half of one percent (0.50%) of the total actual sales. The report and fee shall be submitted 30 days following the end of the calendar quarter.

The contractor further agrees to work with the State of Kansas to generate specific reports to assist in the continuation of standard configurations.

The State may request any and all reports to be submitted in electronic format.

- d. Except for operating system software, software required for the functionality of the system and Contractor's mail room related software products offered in accordance with the Master Agreement, Software, License and Subscription, state agencies shall not purchase software products and licenses under this Addendum. Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and the Contractor.
- e. Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at <http://da.ks.gov/ar/employee/travel/travbkSMART13.htm> unless otherwise agreed upon with the purchasing entity.
- f. Upon request of the purchasing entity, the Contractor shall accept a State of Kansas Business Procurement Card (BPC) or other like instrument in lieu of a warrant for payment under this Addendum. No additional charges will be allowed for using the card.
- g. Replacement parts shall be replaced in its entirety as follows: "All products purchased are new and unused, and parts supplied under warranty shall be newly manufactured or remanufactured parts which are equivalent to new in performance".

h. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

NASPO Contract # ADSP016-169901" (2) Your Name, Address, Contact, & Phone-Number.

Orders and payment can be made out to either (a) Neopost, or (b) Mail Finance (for Leased Equipment Only). All payments for postage and equipment rental can be payable to Neopost or the United State Post Office (USPS). Payments shall not be made to an AUTHORIZED reseller or leasing company as set forth in leasing terms and conditions.

i. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 43221 for Mail Finance(Lease Equipment only) and 43218 to Neopost(Postage and Rental agreements) and the Lead State price agreement number: ADSP016-169901.

j. Compliance with reporting requirements of the "American Recovery and

Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

k. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services 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 Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State 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 Participating Entity individually.

5. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO Master Price Agreement number: ADSP016-169901 with the following modifications:



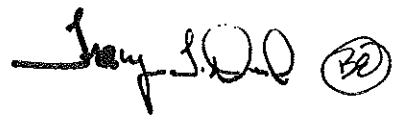
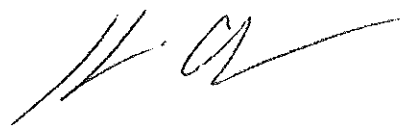
MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE
 Led by the State of Arizona

- a. The State of Kansas DA146A (Attachment A) takes precedence over this contract, the Product Purchase Agreement, the Government Product Lease Agreement Terms and Conditions and any other agreement required outside of this contract.

- 6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Kansas, as shown on the dedicated Contractor (cooperative contract) 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.

- 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.

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

Participating Entity: Procurement and Contracts, State of Kansas	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Tracy T. Diel	Name: Kevin O'Connor
Title: Director of purchases	Title: VP, Marketing
Date: 6/14/17	Date: 6/27/2017

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

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT (Attachment A)

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.



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

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.