

**PARTICIPATING ADDENDUM
MAILROOM EQUIPMENT, SUPPLIES
& MAINTENANCE**



Master Agreement #: ADSP016-169901
Contractor: **NEOPOST USA INC.**
(hereinafter "Contractor")

Participating Entity: **STATE OF ALASKA**
(hereinafter "Participating State")
State Contract Number: 2018MAIL0001

Master Agreement Terms and Conditions:

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*

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 authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. 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 *Alaska*. 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:	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	Victor Leamer
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907 465-5678
Fax	907 465-2189
E-mail	victor.leamer@alaska.gov

4. Participating Entity Modifications or Additions to The Master Agreement

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

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

Shipping: Shipping is to be FOB destination, inside to the continental states.

Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, administrative fees, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

Administrative Fee: Contractor agrees to provide an Administrative Fee to the State of Alaska.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska - Department of Administration - Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be shown as a separate line item invoiced or charged to the ordering agency.

e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

f) Administrative fee checks are due for each quarter as follows:


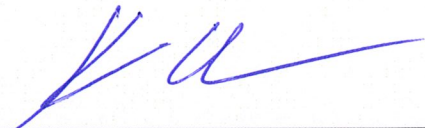
<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

5. 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.
6. Lease Agreements: Equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any products leases or postage meter rental agreements that were entered prior to the date of any such termination.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Alaska*, 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.
8. Software: Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Neopost USA Inc.
9. 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.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract #ADSPO16-169901" (2) Your Name, Address, Contact, Phone Number, and Participating State contract number: 2018MAIL0001.

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

Participating Entity: State of Alaska	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Victor Leamer	Name: Kevin O'Connor
Title: Contracting Officer	Title: VP Marketing
Date: 9/6/2017	Date: 9/5/2017