

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

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Master Agreement#: ADSP016-169901

Contractor: **NEOPOST USA INC.**

Participating Entity: **STATE OF MAINE**

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. 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 Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.



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

Contractor

|            |  |
|------------|--|
| Name:      | David Nagel  |
| Address:   | Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461 |
| Telephone: | 573.489.8860   |
| Fax:       | 203-301-2600   |
| Email:     | d.nagel@neopost.com  |

Participating Entity

|            |   |
|------------|---|
| Name:      | Justin Franzose                               |
| Address:   | 111 Sewall St, SHS #9, Augusta, ME 04333-0009 |
| Telephone: | 207-624-7337                                  |
| Fax:       | 207-287-6578                                  |
| Email:     | Justin.Franzose@maine.gov                     |

Participating Entity

|            |   |
|------------|---|
| Name:      | Terry Demerchant                              |
| Address:   | 111 Sewall St, SHS #9, Augusta, ME 04333-0009 |
| Telephone: | 207-624-7334                                  |
| Fax:       | 207-287-6578                                  |
| Email:     | Terry.Demerchant@maine.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.

Participating Entity must check one of the boxes below.

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

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

- a. *Neopost USA will indemnify, defend, protect and hold harmless Customer, its agents, employees, affiliates, successors, and assigns from all claims, loss, or damage Customer may sustain or suffer for any claims alleging damage or injury as the result of Neopost USA's negligence or willful misconduct.*
- b. *The Choice of Law and Venue sections in the Lease Agreement (Section 21) and the Rental Agreement (Section 21) terms and conditions are hereby changed to replace all references to the State of Connecticut with the State of Maine. Order of Precedence*
- c. *Order of Precedence*
  1. *This PA*
  2. *NASPO Terms and Conditions*
  3. *State of AZ Special Terms and Conditions*
  4. *State of AZ Uniform Terms and Conditions*
  5. *MailFinance Inc. Government Product Lease Agreement (FMV and LTOP Lease Terms and Conditions)*
  6. *Neopost USA Inc. Postage Meter Rental Agreement*

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.

**4a.** Software subscription terms and software license terms and conditions shall be mutually agreed upon in writing by the State and the Contractor.

**5. Lease Agreements:**

FMV Lease Terms and Conditions attached are subordinate in accordance with the above paragraph 4. The Lease to Purchase option is not available to State of Maine Executive Branch agencies. The termination or expiration



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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.




6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of *Maine*, 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.

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 #ADSP016-169901" (2) Your Name, Address, Contact, Phone Number, and Participating State contract number: MA 18P 17101300000000000048.



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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 Maine  | Contractor: Neopost USA Inc.   |
| Signature:<br> | Signature:<br> |
| Name: Kevin Scheirer  | Name: Kevin O'Connor   |
| Title: Director, Division of Procurement Services   | Title: VP Marketing  |
| Date:        | Date: 10/13/2017   |

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

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  
 to support documentation of participation and posting in appropriate data bases.]***