

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

Master Agreement #: ADSPO16-169901

Contractor: **NEOPOST USA INC.**

Participating Entity: **STATE OF NEVADA**

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 Nevada. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Term:** This Participating Addendum shall have a termination date of May 14, 2022.
4. **Consideration:** This Participating Addendum shall have a not to exceed amount of \$1,400,000.00.
5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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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:	Gail Burchett, Purchasing Officer II
Address:	Nevada State Purchasing 515 East Musser Street, 3 rd Floor, Carson city, NV 89701
Telephone:	(775) 684-0172
Fax:	(775) 684-0188
Email:	gburchett@admin.nv.gov

6. 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.

6.1 Termination for Non-appropriation:

The continuation of this Contract/Participating Addendum beyond the biennium is subject to and contingent upon sufficient funds being appropriated budgeted and otherwise made available by the State Legislature and or federal sources. The State may terminate this contract and contractor waives any and all claim(s) for damages except such reasonable cancellation charges for orders already accepted by Contractor, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Agency's funding from State or Federal sources is not appropriated or is withdrawn, limited or impaired.

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6.2 Administrative Fee:

Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter.

All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.

The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end (refer the schedule below).

Templates for the required quarterly reports listed below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: nvpurch@admin.nv.gov

6.3 Nevada Good of the State Quarterly Administrative Fee Report:

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

6.4 Nevada Good of the State Quarterly Usage Report:

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract
Contract Name	
Contract Number	Master Contract Number on Page 1 of this document
Report Contact	Name of person completing the report on behalf of the contractor
Contact Phone	Phone number for the person completing the report

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Contact Email	Email address of the person completing the report
Date Submitted	Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract
Entity Type	Indicate the type of entity making the purchase: S for state agency E for university and community college system L for Legislative Counsel Bureau P for political subdivisions O for other authorized entities
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name
Purchase Description	Description of the product or service purchased
Work Plan/Contract Number	Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If procurement card is used, enter "PCard"
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price	Unit price charged (excluding credits) for the product or service purchased
Extended Price	Total price—quantity delivered x unit price charged

6.5 Fee Payment and Report Schedule:

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

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Period End Report Due

March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

6.6 Report Modifications:

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

6.7 Timely Reports and Fees:

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor will be in material breach of this contract.

6a. Software:

For state agencies, Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by Nevada State Purchasing and Neopost USA Inc. For non-State agencies, 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.

7. Lease Agreements:

Equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. 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.

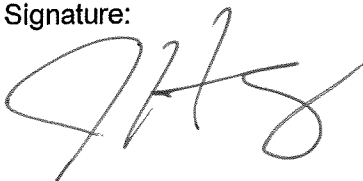






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8. Subcontractors: All contactors, dealers, and resellers authorized in the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
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 #ADSP016-169901" (2) Your Name, Address, Contact, Phone Number, Signature and Participating State contract number: 8612

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

Participating Entity:	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: 	Name: Kevin O'Connor
Title: 	Title: VP Marketing
Date: 	Date: 11/6/2017

[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

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