



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: NEOPOST MAILING EQUIPMENT, SUPPLIES & MAINTENANCE-NASPO	
Doc ID No: MA 758 1800000223 1	Proc Folder: 4666978
Procurement Type: Special Authority Goods	Record Date:
Effective Date: 12/01/2017	Expiration Date: 05/14/2019
Issued By: April Madbak	Cited Authority: FAP111-08-00-08
Telephone:	

V E N D O R	NEOPOST USA INC. Neopost 478 Wheelers Farms Road Milford CT 06461 US
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Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	NEOPOST USA-Mailroom Equipment, Supplies and Maintenance		0.00		0.00000	0.00	0.00

Extended Description

NASPO VALUEPOINT CONTRACT# ADSPO16-169901

All Attachments are on the Header in Emars

Total Order Amount:

0.00

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**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Mailroom Equipment, Supplies & Maintenance 2017-2019
Administered by the State of Arizona (hereinafter "Lead State")**

**Master Agreement
Master Agreement No. ADSP016-169901
Neopost USA Inc.
(herein after "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State" or "Participating Entity")**

MA 758 1800000223

1. Scope: This addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and 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. The Commonwealth of Kentucky is including all awarded services in this Participating Addendum.

2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized by an individual state's statutes to use state/entity contracts in the Commonwealth of Kentucky are subject to the approval of the respective State Chief Procurement Official. 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:	David Nagel
Address:	Neopost USA Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	573.489.8860
Fax:	
Email:	d.nagel@neopost.com

Lead State

Name	Christopher Lacey, MBA
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-7165
Fax	602-542-5508
E-mail	Christopher.Lacey@azdoa.gov

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Participating Entity

Name:	Commonwealth of Kentucky-Office of Procurement Services
Address:	702 Capitol Avenue, Room 096, Frankfort, Kentucky 40601
Telephone:	502-564-4510
Fax:	502-564-6013
Email:	april.madbak@ky.gov

4. 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.

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.

4.1 Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity’s authorized individual and Neopost USA, Inc.

4.2 Lease Agreements:

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSPO16-169901. Attachment A reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease.

4.3 Sales & Purchase Tax will be charged, if required under your State Statute.

4.4 Subcontractors:

All Neopost USA, Inc. contractors, subcontractors, Authorized Sales and Services Representatives authorized in the Commonwealth of Kentucky, as shown on the dedicated Neopost USA, Inc. 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.

4.5 Purchase Order Instructions:

All orders under this PA are to be made out to and processed by Neopost USA, Inc. and should contain the following (1) Mandatory Language “PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169901” (2) Your Name, Address, Contact, & Phone-Number.

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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

4.6 Price Agreement Number:

All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity’s contract number: MA 758 1800000223 and the Lead State price agreement number: ADSPO16-169901.

4.7 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.

4.8 Section 7.2:

[State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: “provided, however, that the State shall be deemed to have accepted a Product as to which it doesn’t indicate nonconformity within sixty (60) days of the delivery of the product.”

4.9 Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices on invoices or quotations.

4.10 Causes and Termination

Either party may terminate this contract without cause after thirty (30) days’ written notice, or for cause at any time; provided, however, that any such termination shall not have any effect on payment on leases that were entered into prior to such termination.

4.11 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.

4.12 Liability

Any and all claims against the Commonwealth of Kentucky resulting from negligence on its part or that of its employees/agents shall be brought in accordance with KRS 44.070 et. Seq or KRS 45A. 240 et. Seq.

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4.13 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.

4.14 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this solicitation shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

4.15 Access to Records

The contractor, as defined in KRS 45A.030 (9) 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 access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

4.16 Miscellaneous

4.16.1 No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed in writing:

4.16.2 All notices or communications whatsoever shall be in writing and sent by First Class Mail to the parties as identified below.

4.17. Vendor's Report

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

4.18 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.

4.19 Consolidated Quarterly Administrative Fee. The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as 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 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 one percent (1%) of the net sales (less any returns, credits, or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be

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mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.quotations.


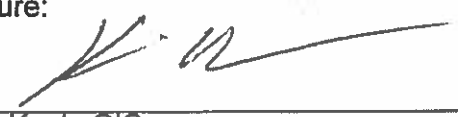
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Entire Agreement

This Participating Addendum and the Master Price Agreement number ADSP016-169901 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

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

Participating Entity: Commonwealth of Kentucky-Office of Procurement Services	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Joan Graham	Name: Kevin O'Connor
Title: Executive Director	Title: VP Marketing
Date: 12/12/17	Date: 12/12/17

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

For questions on executing a participating addendum, please contact:

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspo.valuepoint.org

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[Please email fully executed PDF copy of this document to PA@naspo.valuepoint.org to support documentation of participation and posting in appropriate data bases.]