



MAILROOM EQUIPMENT, SUPPLIES & MAINTENANCE

Led by the State of Arizona

Master Agreement #: ADSPO16-169901

Contractor: **NEOPOST USA INC.**

Participating Entity: **STATE OF OHIO**

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*

The following products or services are not included in this agreement:

Software License & Subscription (to be included at a later time)

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. The Master Agreement, ADSPO-169901 together with all its attachments and exhibits are hereby incorporated into this Participating Addendum.
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. 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



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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 *Ohio*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ed Jackson
Address:	Neopost USA, Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	(614) 956-6381
Fax:	(203) 301-2821
Email:	e.jackson@neopost.com

Participating Entity

Name:	Nicole Erb
Address:	4200 Surface Road, Columbus, OH 43228
Telephone:	(614) 466-3461
Fax:	(614) 485-1056
Email:	Nicole.erb@das.ohio.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.



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

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the GPC Contract Terms and Conditions or Master Lease Agreement, the Amendment will prevail. The State of Ohio [Group Purchasing Standard Contract Terms and Conditions](#) become part of this contract and will be considered primary over the Master Agreement terms and conditions.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

6. **Lease Agreements:** Leasing shall be made available under this agreement. All Agencies should use the applicable exhibits of the State of Ohio Department of Administrative Services Master Lease Agreement to execute the leasing 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.

7. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of *Ohio* 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. **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 Ohio Contract #GPC016 RS902318 " (2) Your Name, Address, Contact and Phone Number.



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9. Invoice Requirements: The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
- a. The Purchase order number authorizing the delivery of products or services.
 - b. A description of what the Contractor delivered, including, as applicable, the time period, unit price, quantity, and total price of the products and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
10. Insurance: Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, as its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise states. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. DAS-Procurement Services reserves the right to approve all levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.



If no submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with DAS-Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of DAS and shall contain a clause or endorsement within a reasonable timeframe with a written notice of cancellation, non-renewal or decrease in coverage will be given to DAS. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best unless otherwise approved by DAS.



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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:	Contractor: Neopost USA Inc.
Signature: 	Signature: 
Name: Kelly M. Sanders	Name: Kevin O'Connor
Title: Chief Procurement Officer	Title: VP Marketing
Date: 10/11/17	Date: 10/11/2017

[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.]

