

**CALIFORNIA PARTICIPATING ADDENDUM
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)
COMMONWEALTH OF MASSACHUSETTS COOPERATIVE CONTRACT
POSTAGE AND MAIL PROCESSING EQUIPMENT, ACCESSORIES, SERVICES AND
SUPPLIES
NEOPOST USA, INC.
MASTER PRICE AGREEMENT
7-11-99-09**

1. Scope:

This Participating Addendum covers the purchase of Postage and Mail Processing Equipment, Accessories, Services and Supplies for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the National Association of State Procurement Officials (NASPO) program is consistent with its procurement policies and regulations.

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN NEOPOST USA, INC., AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, NEOPOST USA, INC. AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. NEOPOST USA, INC., AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. Leasing

Funding to purchase or lease products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. Local agencies are able to take advantage of leasing options in the NASPO Master Price Agreement OFF22 without restrictions.

3. Changes:

Changes to the terms and conditions of the signed Postage and Mail Processing Equipment are as follows:

- a. The California General Provisions (CAGP) (**GSPD-401 Non IT Commodities based on June 8, 2010 standard**) for National Association for State Procurement Officials (NASPO) Postage and Mail Processing Equipment as attached hereto as Exhibit A becomes a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's NASPO Commonwealth of Massachusetts, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- c. Commonwealth of Massachusetts, Master Price Agreement number OFF22 changed for California to Contract Number 7-11-99-09 on all documentation pertaining to this Participating Addendum.
- d. The effective date of this Participating Addendum (California Contract Number 7-11-99-09) is the date of the last approving signature.
- e. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of

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each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- f. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.
- g. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
Total Purchase Order Amount	Total Dollars for the quarter
NASPO Administrative Fee Dollar Amount	

Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the net sales for the quarterly period. This fee can be included as an adjustment to contractors NASPO pricing charged to the purchasing entity if necessary.

Payment of the administrative fee by Contractor is required irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
 Department of General Services
 Procurement Division
 Multiple Award Program - WSCA
 707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

- h. The primary state government contact for this Participating Addendum is as follows:

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Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

- i. The primary Neopost USA, Inc. CUSTOMER contact for this Participating Addendum is as follows:

Neopost USA, Inc.

Address: 478 Wheeler Farm Road
Milford, CT 06461

Contact: Lisa Hunt

E-Mail: L.hunt@neopost.com

Phone: 203/301-3420

Fax: 203/301-2821

- j. Price Agreement Number:

The State Contract number for the Participating State is 7-11-99-09. The State Contract Number MUST be shown on all Purchase Orders issued against this Participating Addendum.

This Addendum and the Price Agreement together with its exhibits and/or amendments, 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 and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, 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 Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

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k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. 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 Price Agreement or this Participating Addendum.

l. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

m. Warranty:

Contractor will provide a 12-month warranty that includes all parts and labor on all equipment on Contract in accordance with section 3.10 of Master Agreement.

n. New Equipment:

Pursuant to section 32 of the CAGP, all equipment furnished under this contract shall be newly manufactured goods with the exception of postage meter devices, loaner or rental equipment which can be either new or pre-owned in accordance with section 3.41 of the Master Price Agreement.

o. Contract Modifications:

All contract modifications as specified in the CAGP section 33 will pertain only to this Participating Addendum, and not to the Master Agreement which is managed by the Commonwealth of Massachusetts.

p. Cancellation for Convenience:

Notwithstanding section 23 of the CAGP, all Leases written under this contract will remain in full force and effect for the term of the lease period.

q. Equipment Confirmation Form:

All equipment acquired under this Participating Addendum will be procured utilizing the NASPO OFF22 Equipment Confirmation Form under the terms specified in the Master Price Agreement.

r. Software License Agreement:

Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties.

By Signing below Neopost USA, Inc. agrees to offer the same Postage and Mailing Processing Equipment, Accessories, Services and Supplies as on the Commonwealth of Massachusetts at prices equal to or lower than the prices on that contract.

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

State of California:

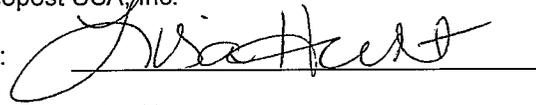
By: 

Name: Jim Butler

Title: Deputy Director

Date: 5/24/11

Neopost USA, Inc.

By: 

Name: Lisa Hunt

Title: Director, National & Government
Contracts

Date: 3/24/11