

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Neopost USA, Inc
ADSP011-00000411-4
(hereinafter "Contractor")

And

State of Oklahoma Contract Number ITSW1008
(hereinafter "Participating State")

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1. Scope: This addendum covers the WSCA/NAPSO Mail Room Equipment, Services and Support contract lead 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.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Information Officer (CIO). Issues of interpretation and eligibility for participation are solely within the authority of the State CIO.

The State of Oklahoma will participate in the following mail room equipment products, and services in this contract:

- All products as described in the MPA offered by Neopost, excluding general accessories, supplies and furniture components that are not specifically used with Neopost machines.
- All services as described in the MPA offered by Neopost, excluding LTOP leases.

3. Participating State Modifications or Additions to Master Price Agreement:

3.1 Modification to Special Terms and Condition Term #3.13; Warranty, add the following as the second paragraph:

"Approved modified warranties will pertain only to those products and/or services purchased after the modification. Warranties of products purchased prior to the approved warranty modification will not change."

3.2 Modification to Uniform Terms and Condition Term #3.3; Audit, modify to read:

The contractor and any subcontractor are required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained until all issues arising out of the action, including appeals, are resolved, or until the end of the seven (7) year retention period, whichever is later.

3.3 Addition to Uniform Terms and Condition Term #4.2, add the following paragraph to this term as follow:

Contractor agrees to deliver Products to Purchasing Entities within as estimated 14-45 calendar days after receipt of a valid Purchase Order, or in accordance with a schedule agreed to between the Purchasing Entity and the Contractor. In the case of custom built inserters and address printers, the delivery time may reach 45 days.

3.4 Addition to Uniform Terms and Condition Term #5.1; Amendments: Add the following paragraph to this term:

"No oral statement of any person shall modify or otherwise affect the terms, and conditions stated in the

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Participating Addendum. All modifications to the agreement must be made in writing and signed by both parties, of which the authorized representative for the State of Oklahoma is the State Chief Information Officer (CIO)."

3.5 Deletion to Uniform Terms and Condition Term #6.2.2; Indemnification Public Agency Language

3.6 Modification to Uniform Terms and Condition Term #6.3; Indemnification - Patent and Copyright.

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement, subject to the approval of the Oklahoma Attorney General, of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to AR.S. § 41-621 and § 35-154, this section shall not apply.

3.7 Deletion to Uniform Terms and Condition Term #6.4: Force Majeure and NASPO and WSCA Standard Terms and Conditions #Force Majeure.

3.8 Deletion to Uniform Terms and Condition Term #11; Arbitration

4. Lease Agreements:

Rental, and Leasing Agreements excluding LTOP leases option have been reviewed with this PA. The agreed and approved terms and conditions in the Leasing, and Rental Agreements by parties are authorized to be used by the authorized purchasing entities and are attached hereto as Exhibits 1 and 2, respectively.

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Stacy Ingalls, Senior Procurement Officer
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9134
Fax	602-542-5508
E-mail	stacy.ingalls@azdoa.gov

Contractor

Name	David Nagel
Address	478 Wheelers Farms Road, Milford, CT 06461
Telephone	573-489-8860
Fax	203-876-5459
E-mail	d.nagel@neopost.com

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Participating Entity	
Name	Gai Hunter
Address	3115 North Lincoln Blvd., Oklahoma City OK 73105
Telephone	405-521-6480
Fax	405-521-4378
E-mail	gai.hunter@osf.ok.gov

6. Subcontractors:

All Neopost dealers and resellers physically located within the State of Oklahoma, as shown on the list provided to the State by Neopost, are approved to provide sales and service support to the State of Oklahoma participants. The Neopost dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA/NASPO Contract # ADSP011-00000411-4" (2) Participant Name, Address, Contact, & Phone-Number.

Notwithstanding any provision in the Participating Addendum the following shall set forth the Instructions for Purchase Order completion.

7.1. Purchase Order for purchases and supplies must be made payable to:

Neopost USA, Inc.
478 Wheelers Farms Rd.
Milford, CT 06461

Note: Authorized dealers are not allowed to accept purchase orders for equipment purchases or supplies only to Neopost USA, Inc.

7.2. Purchase Orders for Leases must be made payable to:

MailFinance Inc.
478 Wheelers Farms Rd.
Milford, CT 06461

7.3. Purchase Orders for year two Maintenance can be made payable to Neopost USA, Inc, or to the authorized Neopost dealers and resellers as specified in section 6.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: ITSW1008 and the Lead State price agreement

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number: ADSP011-00000411-4.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

10. Non-Appropriation Clause and Termination of this Participating Addendum for Convenience.

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

At any time, the State of Oklahoma may terminate this Participating Addendum, in whole or in part, by giving the Contractor thirty (30) days prior written notice of its intent to do so. In the event of such termination, any leases or rental agreements that were entered prior to the termination shall continue in full force and effect.

11. Limitation of Liability

To the extent any limitation of liability in any documents or agreements related to this contract is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

12. Contract Term and Extensions

12.1. The term of this Participating Addendum (PA) shall be effective upon the date of final execution by the State of Oklahoma, and shall continue until 10/11/2013 unless terminated, cancelled or extended as otherwise provided herein.

12.2. Contract Extensions. By mutual written PA amendment, the PA may extended for three (3) one-year periods or a portion thereof for a total contract term not to exceed five (5) years. The term of the PA will

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automatically be extended with the extension of the term of the MPA. No PA can be extended beyond the term established in the MPA.

13. Tax Exemption

State agencies are exempt from sales taxes and federal excise taxes. Contractor shall not include these taxes in price quotes/invoices.

14. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

- 1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in

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compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

15. Voluntary Product Accessibility Product (VPAT) Requirements

The contractor will provide a website accessible by participating agencies to print a product VPAT by entering the product description obtained from the State of Oklahoma contractor's website.

16. Authorized Users

During the term of this contract, any state department, board, commission, agency or institution may utilize this contract. The Oklahoma statutes state that higher education, counties, school districts and municipalities of Oklahoma may avail themselves of the contract subject to the approval of the contractor. For purposes of the operation of this higher education, contract, counties, school districts and municipalities shall have the same benefits and responsibilities as a state agency. Under this contract, the State of Oklahoma bears no liability for the actions of higher education, counties, school districts and municipalities and the privities of contract exists solely between the contractor and the higher education, county, school board or municipality.

17. Choice of Law

Any claims, disputes, or litigation relating to this PA, or the execution, interpretation, performance, or enforcement of the PA shall be governed by the laws of the State of Oklahoma.

18. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to this PA shall be in Oklahoma County, Oklahoma.

19. Ordering

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the purchasing entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

20. Orders and Payment

20.1.1. All orders and payment are to be issued as directed in Section 7 of this PA.

20.1.2. P-Cards

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The State currently has a contract with Bank of America to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card (herein called "P-Card or P/Card"). This card functions as any consumer or commercial VISA or MASTERCARD Card. The State requires that the contractor accepts the P-Card as a form of payment, there shall be no additional cost to the state purchasing entities for use of purchasing cards as a payment method. All purchase card transactions must be included and reported in the quarterly usage reports.

21. Delivery, Inspection and Acceptance

All deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

22. State of Oklahoma WSCA Website

In addition to MPA Statement of Work Section 2.7.8, the contractor will maintain a specific State of Oklahoma website. The website should contain at least the following:

- a) Presents only the products and services allowed in this agreement;
- b) Contract name and number;
- c) Applicable State of Oklahoma category codes, which will be provided to the contractor after award;
- d) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers;
- e) "How to Use" instructions for using the website;
- f) Online process to allow agency personnel to configure, and print a quote;
- g) Online process for placing agency orders;
- h) Defined manual process for placing agency orders;
- i) A general category grouping of products available for ease in researching systems;
 - This general category grouping should have an expanding tree of information for the selected category grouping of products/services. Once selected the category group should expand to

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provide all available options to allow for complete a quote. Once the selection is complete, the web page should calculate the price based upon approved contract pricing and discounts.

- j) Website availability should at least ninety-nine (99%) percent of the time during the hours of 7:00am through 7:00pm Central Time, Monday through Saturday.

23. Administrative Fee

The State of Oklahoma Office of State Finance (OSF) imposes, and contractors agree to pay, a fee in the sum of 1% of the total quarterly sales made in the State of Oklahoma under this contract. This fee amount is to be noted on the quarterly "Contract Usage Report" and paid by the contractor, to OSF within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting".

The check should be mailed to:

- a) The check should be mailed to:

Office of State Finance
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

- b) Note: The checks for administrative fees are to have the following information on the check stub:

- Statewide contract # ITSW005,
- Quarter and Year reporting,
- e.g. ITSW005 4th qtr, 2011

24. Contract Usage Reporting Requirements

24.1. The State of Oklahoma requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

- a) Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

- b) Item Detail Usage Reporting

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Contractor shall provide quarterly item detailed usage reporting. The report format shall be provided to the contract(s) awardee; however, for informational purposes the report requirement shall include information like the following:

1. Purchasing agency/entity
2. Order date
3. Order #
4. Invoice #
5. Manufacturer #
6. Manufacturer
7. Description
8. Product Category
9. Standard Configuration #
10. Quantity
11. Unit List Price
12. Unit Oklahoma Price
13. Extended Price

24.2. Reporting Requirements

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to StatewideContractReports@osf.ok.gov within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

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25. Invoicing and Payment

25.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the MPA Number, PA Number and purchase order number, a description of the services provided, and the dates of those services.

25.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

This Participating Addendum and the Master Price Agreement number ADSP0---00000411-4 (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 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.

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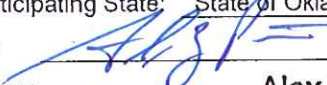
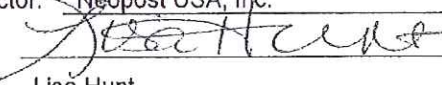
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Office of State Finance, Information Services Division on behalf of the Participating State: <u>State of Oklahoma</u> By: <u></u> Name: <u>Alex Z. Pettit</u> Title: <u>Chief Information Officer</u> Date: <u>May 15, 2012</u>	Contractor: <u>Neopost USA, Inc.</u> By: <u></u> Name: <u>Lisa Hunt</u> Title: <u>Director, National and Government</u> Date: _____
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