

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIRED USE CONTRACT FOR: Mail Room Equipment, Services, and Support

CONTRACT No.: RS901914

EFFECTIVE DATES: 12/01/13 to 10/11/14

*Renewal through 04/11/2017

The State of Ohio Department of Administrative Services (DAS) agreed to participate in a cooperative contract for Mail Room Equipment, Services, and Support with Neopost USA, Inc. which is administered by the State of Arizona, on behalf of the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO). The State of Ohio has accepted an offer submitted in response to the State of Arizona Request For Proposal No. ADSP011-00000411 that opened on 05/24/11. The State of Arizona completed the evaluation of the proposal response(s). The Offeror listed herein was determined to be the highest ranking Offeror by the State of Ohio. The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio Terms and Conditions, become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

*Indicates three (3) month renewal, effective 01/12/17 through 04/11/17.

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Signed: _____
Robert Blair, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR

MAIL ROOM EQUIPMENT, SERVICES, AND SUPPORT

STATE OF ARIZONA MASTER PRICE AGREEMENT ADSP011-00000411-4

AS ISSUED BY THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND THE NATIONAL ASSOCIATION OF
STATE PROCUREMENT OFFICIALS (NASPO):

[WSCA RFP](#)

STATE OF OHIO CONTRACT# RS901914

PARTICIPATING ADDENDUM

I. Scope:

This addendum covers the Mail Room Equipment, Services and Support led by the State of Arizona for use by state agencies and other entities located in the State of Ohio authorized by that state's statutes to utilize State of Ohio contracts with the prior approval of the state's chief procurement official.

Contractor shall provide equipment, services, and support to meet the mailing needs of the Agency per the limitations of their award under Master Price Agreement ADSPO11-00000411. The applicable product range will include software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS®.

Link to Contractor Pricing under Master Price Agreement ADSPO11-00000411-4:
[WSCA-Neopost Awarded Pricing](#)

II. Participation:

COOPERATIVE PURCHASING CONTRACT. This Contract is open to all State Agencies and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education is acting in the capacity of the State under this Contract. The political subdivision's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions' and institutions of higher education's orders and performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

III. Participating State Modifications or Additions to Master Agreement:

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

PARTICIPATING ADDENDUM

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

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.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

INVOICE REQUIREMENTS. The State of Ohio agrees to waive the requirement that the Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. A single invoice or use of the Electronic Data Interchange (EDI) will be the method the Contractor uses to delivery all invoices against this contract.

Per Section 7.1 Subsection 5 of the Master Lease Agreement – Lessor shall not be required to indicate lease payment numbers (e.g., 1 of 36) on the invoice copies of each invoice.

TERMS AND CONDITIONS. In addition to the Terms and Conditions listed in the Western State Contracting Alliance Master Purchasing Agreement ADSP011-0000041, the following requirements will apply to the state of Ohio. The Ohio Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions may be accessed through the following link:

[Terms and Conditions](#)

This Contract will become effective 12/01/13 for the state of Ohio and will follow the current expiration date of the Western State Contracting Alliance Purchasing Agreement ADSP011-00000411. The State does not have to follow the extensions or renewals of the WSCA Purchasing Agreement if it chooses not to.

*The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the WSCA/NASPO purchasing agreement and the state of Ohio Terms and Conditions, the state of Ohio Terms and Conditions shall supersede.

IV. 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 in the following link to execute the leasing agreement

[Master Leasing Agreement](#)

The Lessor shall not be required to provide three (3) copies of each invoice as outlined in section 7.1 of the Master Lease Agreement. The Lessor is also not required to indicate lease payment numbers (e.g., 1 of 36) on the invoice copies for each invoice.

All other items under 7.1 will still be adhered to and applicable under the Master Lease Agreement.

*Indicates administrative update.

PARTICIPATING ADDENDUM

V. **Primary Contacts:**

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Delia Walters, Senior Procurement Officer
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9124
Fax	602-542-5508
E-mail	delia.walters@azdoa.gov

Contractor – Contract Terms and Conditions

Name	Janna E. Beames, Manager, National & Government Accounts Administration
Address	478 Wheelers Farms Road, Milford, CT 06461
Telephone	203-301-3842
Fax	203-301-2627
E-mail	j.beames@neopost.com

*Contractor – Local Government Account Manager

Name	Kelly Callahan, Government Account Manager
Address	5419 Dalcross Drive Columbia, MO 65203
Telephone	330-685-6808
Fax	203-876-5459
E-mail	k.callahan@neopost.com

Participating Entity

Name	Nicole Erb
Address	4200 Surface Rd, Columbus, OH 43228
Telephone	614-466-3461
Fax	614-644-1785
E-mail	Nicole.erb@das.ohio.gov

VI. **Subcontractors:**

All Neopost dealers and resellers authorized in the State of Ohio, as shown on the dedicated Neopost website, are approved to provide sales and service support to participants in the WSCA/NASPO Master Price Agreement. Neopost along with all Neopost dealers and resellers must be compliant with the Ohio Revised Code and Ohio Administrative Code to transact business in the State of Ohio. The Neopost dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

VII. **Orders:**

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

Orders can be made out to either (a) Neopost USA, Inc. or (b) MailFinance, Inc. (leasing company as set forth in leasing terms and conditions) Purchase orders are not acceptable in dealer's or reseller's name. Purchase Orders may not be cut until all of the necessary documents have been completed that are spelled out on page 1 of the Master Lease Agreement.

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number:RS901914.

*Indicates change in Contractor Account Manager

PARTICIPATING ADDENDUM

VIII. **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.

IX. **Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services 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 Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State 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 Participating Entity individually.

This Participating Addendum and the Master Price Agreement number ADSPO---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.

PRICE SCHEDULE

The following link contains the pricing that was awarded for *Neopost, Inc. on Master Price Agreement Number ADSPO11-0000411-4:

[WSCA-Neopost Awarded Pricing](#)

*indicates administrative update.

CONTRACTOR INDEX:

CONTRACTOR:

135132
Neopost USA, Inc.
P.O. Box 73727
Chicago, IL 60673-7727

CONTRACT NO.: RS901914-1 (11/11/16)

Terms: Net 30
Delivery: 30 Days A.R.O.

CONTRACTOR'S CONTACT:

*Kelly Callahan

Telephone: (330) 685-6808
FAX: (203) 876-5459
E-Mail: k.callahan@neopost.com

CONTRACTOR:

*91695
Mailfinance, Inc.
478 Wheelers Farms Rd
Milford, CT 06461

CONTRACT NO.: RS901914-3 (11/11/16)

Terms: Per Contract
Delivery: Per Contract

CONTRACTOR'S CONTACT:

*Kelly Callahan

Telephone: (330) 685-6808
FAX: (203) 876-5459
E-Mail: k.callahan@neopost.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
7	01/12/17	This amendment is issued to renew the contract an additional three months, effective 01/12/17 through 04/11/17.
6	11/12/16	Issued to renew the contract an additional two months, effective 11/12/16 through 01/11/17; and to make formatting and supplier information updates.
5	02/05/16	This amendment is issued to update the Contractor's contact and to update the Oaks ID number for Mailfiance, Inc., effective with all orders on or after 02/05/16.
4	10/09/15	This amendment is issued to update the pricelist listed on page 8 of the contract.
3	11/12/14	This amendment is issued to renew the contract for twenty-four (24) months, effective 11/12/14 through 11/11/16.
2	10/12/14	This amendment is issued to unilaterally extend the contract for one month effective 10/12/14 through 11/11/14 and to update the contract analyst.
1	03/10/14	Amendment is issued to add Mailfiance, Inc. in order for the lease portion to be available in OAKS effective with all orders issued on or after March 10, 2014.