

Customer

Organization	Perris Union High School District		
DBA			
Address	155 E 4TH ST		
City State Zip	PERRIS	CA	92570-2124
Phone	(951) 943-6369	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSP0 16-169901
 and / or
 State Participating Addendum (PA) #:
 7-17-70-41-02 (CA)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Perris Union High School District		
Attention	Dawn Bray		
Address	155 E 4TH ST		
City State Zip	PERRIS	CA	92570-2124
Phone	(951) 943-6369	Email	dawn.bray@puhsd.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$1,473.04	\$88,382.40

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IS5000ASH	IS-5000 210 LPM Base, MMF, 5.7" Control Panel, LAN Kit & Line Conditioner
1	IS56CONVEYOR	IS-5000/6000 Conveyor Stacker
1	IS56DWM PKG	IS-5000/6000 Dynamic Weighing Module
1	ISWP30	IS Series 30lb. Weigh Platform
1	DS85I-INTE2	2 Station Expert: 2 Auto Fdrs, CIS Scanner, Multi License and OMS-500 Trial
5	USAOMS-5K-RE	Automate plug-in - RENEWAL (1-5K mailpieces/month)
4	USAOMS-5K-NCOA-RE	Automate plug-in NCOA - RENEWAL (60K credits/year)
25	OMS-PSOLOCAL	Automate Professional Services
1	CASS-NCOA-5K	Impress Automate Premise CASS & NCOA plug-in (1-5K mailpieces/month)
1	ISDW30	IS Series 30lb. Differential Weighing
1	Software Support	Software Support for 50001MC0 & COR-STP

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Software-Solutions-Terms-USPS-Direct-V9-2020), which are also available at www.quadient.com/Government-Software-Solutions-Terms-USPS-Direct-V9-2020

2) Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

 Authorized by Date

 Print Name Title



Section (A) Office Information

Table with 4 columns: Office Number, Office Name, Office Phone #, Date Submitted. Values: 2710, Neopost Southwest, (909) 466-1655, 01/21/2021

Section (B) Billing Information

Table with 4 columns: Company Name, Billing Address, City State Zip+4, Contact Name, Contact Title, Email Address. Values: Perris Union High School District, 155 E 4TH ST, PERRIS CA 92570-2124, Dawn Bray, Purchasing Director, dawn.bray@puhsd.org

Section (C) Installation Information (if different from billing information)

Table with 4 columns: Company Name, Installation Address, City State Zip+4, Contact Name, Contact Title, Email Address. Values: Perris Union High School District, 155 E 4TH ST, PERRIS CA 92570-2124, Dawn Bray, Purchasing Director, dawn.bray@puhsd.org

Section (D) Products

Table with 4 columns: Qty, Model / Part Number, Description, See additional listed products on attached continuation schedule. Lists various equipment like IS-5000 210 LPM Base, Conveyor Stacker, etc.

Section (E) Lease Payment Information & Schedule

Form with sections for Tax Status (Taxable checked), Billing Frequency (Quarterly checked), and Monthly Payment (\$1,473.04). Includes Current Lease Number: N16042390.

Section (F) Postage Meter & Postage Funding Information

Form with sections for Meter Model (IS5000AI), Machine Model (IS5000ASH), Postage Funding Method (Bill Me checked), and Existing Account Number (8025307).

Section (G) Service Products (Check all that apply)

Form with multiple checkboxes for service products like (SP10) Online Postal Rates iMeter™ App, Maintenance - Standard, etc.

Section (H) Approval

Approval section containing a disclaimer, signature lines for Authorized Signature and Print Name and Title, and Date Accepted.



Company Name: Perris Union High School District

Schedule (D) Product Continuation Schedule (Continued)

Qty	Model / Part Number	Description (Include Serial Number, if applicable)
25	OMS-PSOLOCAL	Automate Professional Services
1	CASS-NCOA-5K	Impress Automate Premise CASS & NCOA plug-in (1-5K mailpieces/month)
1	ISDW30	IS Series 30lb. Differential Weighing

Product Lease Agreement Continuation Schedule
Quadient Leasing, 478 Wheelers Farms Rd, Milford CT 06461
Form L51186e-V04-16 revision 04/16 (PF)

Printed on 01/21/2021 02:44 PM



Why Wait Program Agreement

The Quadient Leasing Why Wait program entitles you to upgrade your Quadient equipment up to 6 months prior to the end of the term of your Current Lease. Your new lease term will automatically commence and billing will begin after your Current Lease has reached the end of its current term. The transition from your Current Lease to the New Lease will be seamless.

By electing to participate in this program, you agree to the following:

- You agree to continue making payments on lease number N16042390 through the end of its Initial Term or, if applicable, the current Renewal Term.
- The term of the new lease, being signed concurrently with this agreement, ("New Lease") will commence when the Current Lease reaches the end of its Initial Term or, if applicable, the current Renewal Term.
- The Products that are subject to the Current Lease will be replaced with the Products identified in the New Lease for the remainder of the Current Lease's Initial Term or, if applicable, the current Renewal Term.
- If a subscription to the Impress Platform is included on the New Lease, then any associated Usage Fees will be in addition to the payments on the Current Lease and the New Lease.
- The replaced products from the Current Lease must be returned to us within thirty (30) days of the effective date of this agreement.

Company: Perris Union High School District

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Company: Quadient Leasing USA Inc.

Signature : _____

Name (printed): _____

Title: _____

Date: _____

Pre-Sales Resource/Post-Sales Developer				
Pre-Sales Rep	Developer	Source	Date	Due Date
Kelly Teel	TBD		1/21	None

Reseller Information	
*Name:	Dan Melo
*Title:	Sales Manager
*Office/District/Dealer:	West
*Telephone:	(909) 466-1655
*Cell Number:	(909) 894-9743
*Email:	d.melo@quadiant.com

Account/Customer Information	
*Customer Name:	Perris Union High School District
*Address:	155 E 4th St
Address 2:	
City, State Zip	Perris, CA 92570
*Phone:	(951) 943-6369 x 80231
*Website:	https://www.puhsd.org/
*Contact Name:	Dawn Bray
*Title:	Director of Purchasing
*Contact Email:	dawn.bray@puhsd.org
*Phone:	(951) 943-6369 x 80231 x
Cell:	
Additional Information:	Renewing and upgrading

Quadiant shall provide up to [25] hours of remote Professional Services under this agreement. Quadiant will provide as-needed remote Professional Services in response to direct and specific application-related requests via us.pso-support@bpa.quadiant.com or by calling 888-267-9381.

Except as otherwise approved in writing by Quadiant, the functional and technical specification for the Customer's application will be developed by the Reseller and/or Customer. The Reseller and/or Customer will therefore be responsible for the suitability and functionality of any implemented solution.

To make the most effective use of the purchased block of hours, the Customer should strive to concisely identify the specific task requirements and provide all related resources and information in a timely manner.

All Professional Services will be delivered remotely via phone, email, or web meeting.

Estimated Hours Breakdown

The hours quoted are only an estimate to assist with a request for support or professional services. The Reseller and/or Customer are responsible for any charges related to all support requests and are responsible for all overage charges.

Below is an overview of the estimated hours and how they will be used for this block hour contract.

Pro Service Description	Estimated Hours
Project Management	
Software Installation / Setup / Training	
OMS-PSOLOCAL	TOTAL ESTIMATED HOURS 25

Professional Services Requested
<p>Details of requirements:</p> <ol style="list-style-type: none"> 1. Backup Config or write workflow over for the one "report card" format as hours are available on this BHC 2. Update OMS-500 to Impress Automate Standard Plus 3. Transfer OMS-500 configuration file to Impress Automate Standard Plus 4. Setup BCC Architect Plug-in for Presorting and NCOA

Limitations and Responsibility

Quadient’s responsibility under this Agreement is limited to providing a block of hours of remote Professional Services. Quadient does not guarantee whether this block of hours will be sufficient for the work to be defined or for the completion and delivery of any solution.

The solution to be developed or support to be provided using the professional services hours purchased under this Agreement may not have been analyzed in full or specified by Quadient. The successful specification and implementation of the solution or support, as summarized by the Reseller and/or Customer, are the responsibility of the Reseller and/or Customer.

Only the solution developed and implemented by Quadient will be supported. Modifications made by anyone other than Quadient will be chargeable.

Whenever possible, the Reseller/Customer and Quadient will favor electronic communications. The parties agree that instructions, modifications, corrections and approvals given through electronic communications will have the same legal value as those given by any other traditional means.

Reseller Obligations

1. Appoint a project leader who will be assuming the management of professional services and who will order services to be deducted from the Block Hour Contract.
2. Verify that the equipment meets the required requirements.
3. Ensure availability of technical resources in a timely fashion and provide all relevant information within the agreed time-frame.
4. Provide all the material required for the provision of professional services including:
 - a. Images, fonts, text, and files.
 - b. Documented business rules.
 - c. Representative printouts.
5. Pay all costs of software licenses according to the terms the Reseller Agreement.
6. Comply with the established payment terms and conditions for the provision of professional services according to the terms the Reseller Agreement, Quotes, and Invoices.

Quadient Obligations

1. Assign a technical resource who will be responsible for providing the professional services.
2. Provide the Reseller with operational support on the software during the provision of professional services.
3. Communicate directly with the Reseller's project leader when actions must be taken to correct deviations.
4. Ensure the confidentiality of the Customer's confidential and/or proprietary information provided through the provision of professional services.
5. Provide professional services within the time-frame established by the parties. Any delay in the delivery of materials, signing documents, providing information or approvals may result in a postponement of and set delivery dates or times.

Connectivity Requirements

1. The Customer must have a standard network topology with connectivity already installed for all servers and workstations printing via OMS, as well as network connectivity for all output devices included in the Scope of work. At time of installation, the Customer must make sure that:
2. Network accessibility: the network is accessible for all devices to be installed, and the Network Administrators are available on-site or via remote access;
3. Access to print servers: the servers hosting the drivers required for OMS are accessible at the administrative level, and the Server Administrators are available on site or via remote access;
4. Network IT support: personnel are available to verify network connectivity and troubleshoot network issues as they arise during and after installation;
5. OMS Administrator: a person is designated as the OMS administrator during the installation and setup phase of your OMS software. After the solution is installed, this individual will be the resident OMS operating expert.
6. If the installation type is remote, Internet access to the server where OMS is installed is mandatory.

Customer Responsibilities

The Customer's network computing and printing environment for this project must be set up and configured. This includes, but is not limited to the:

1. setup and configuration of the Windows server including, a domain user account with local administrative rights to be used to configure and test the application and, if network accesses are required by the application, a domain user account with local administrative rights to run the OMS workflow server service;
2. installation of all Windows OS updates;
3. installation and configuration of other required software (e.g. Acrobat Reader, WinZip, TextPad or NotePad++, etc.);
4. installation and verification of the Windows printers;
5. installation and activation of the OMS suite software;
6. setup and testing of the printer (or alternate method) that will be used to submit the print files to OMS.

OMS / Pro Services Annual Support

Users who have purchased a Quadiant software license or other 3rd party licenses from Quadiant and are current with an active Annual Support contract are entitled to receive professional services support via either internet, email, phone, or remote support (web meeting) and includes bug fixes, patches, and updates. (Note: Professional Services to install these update files are chargeable at the current hourly rate, please contact your sales rep for more information.)

What is not included in Annual Support?

1. Troubleshooting 3rd party software or hardware
2. Changes to development of files provided by Quadiant
3. System and software optimization
4. Installation of software, updates, upgrades, etc...

Customers may also be entitled to support if a bug, defect, or error is encountered due to programming by a Quadiant Developer resulting from the development of a project.

- Only the unaltered files that were Delivered during the implementation or installation of a project are eligible for support. If at any time the files have been changed or altered in any way, support will be chargeable.

Deliverables

Quadiant Development Team will meet the Customer requirements as provided to us.pso-support@bpa.quadiant.com in writing. The Customer is required to capture and provide data associated with these requests in an acceptable and compatible format for use within the OMS solution. There are no guaranteed Deliverables within this BHC, when the hours are consumed additional hours must be purchased to continue development or support. The hours in this BHC are only an estimate based on the information provided at the time of evaluation.

Intellectual Property

All Intellectual Property (IP) rights within the OMS application and configuration, including dll and scripts are the property of Quadiant.

Data

Data uploaded to the Quadiant USA ShareFile will be automatically deleted, without notice, after 180 days unless there is an active Project. Any data and files provided for the Development or Implementation of a Project will be kept on our secure account for the duration of the project. Once the Project has been Delivered and Confirmed, the data and files will be permanently deleted from our servers.

Support

Support for OMS software can be accessed through our National Call Center by calling 1-888-267-9381 from 8AM to 5PM (EST) or by emailing us.pso-support@bpa.quadiant.com.

A support agent will answer Your call and log Your support request accordingly, including dispatching Your request directly to the OMS support team.

A member of our OMS support team will analyze Your request and respond back to You within the time frame specified by the Program Maintenance section of Your Software License Agreement via the manner indicated during Your support request (e.g.: phone or email). You will also be provided with a unique ticket number.

Any further Support on the particular request will be managed directly by the OMS support team member assigned to your request.

OMS Support requests, response, and resolutions are performed remotely. Any requests for Support via on-site support, after hours, or special circumstances will be considered and managed separately from this process. You may contact your Quadiant representative for further details.

Authorizations and Approvals

I hereby confirm that the Block Hour Contract has been explained and its representation to the Reseller/Customer is understood.

Customer

Name (Print)	Title

Signature	Date

BUSINESS CASE

Customer Communication Solution

Prepared for: Perris Union High School District

Proposal date: 1/19/2021

Valid until: 2/28/2021

Submitted by: Dan Melo

Sales Manager

(909) 894-9743

d.melo@quadiant.com

Quadiant West

Submitted to: Dawn Bray

Elizabeth Carvajal



Discovery Summary



Key Findings

Current lease contract with Quadient Leasing is due to expire on 4/11/2021. The contract due to expire is a 60 month term and paying \$1,551.97 per month plus tax. Currently using the high volume mail machine, Two Station Folder/Inserter, Address Printer, Impress Automate (formerly OMS-500) software for Report Card processing.

- The mail machine, folder/inserter and Impress Automate software is used most frequently.
- The Impress Automate software has helped the district save thousands of dollars in postage and reduce return mail.
- The address printer is not being used.
- Currently doing electronic communication through Infinite Campus where parent will need to log-in to the portal to download the communication. There are no notifications of the communication being available in the portal.

Relevant Opportunities

Upgrade to new lease contract with brand new equipment and updating Impress Automate to most current version.

- Equipment refresh will increase efficiency of the processing of the PUHSD outgoing communications.
- Impress Automate will have the capability to email the report cards using the PUHSD email server for future use. Scope of Work and proper professional services hours will need to be made to implement this workflow
- Continue to use the Impress Automate software to take advantage of the lowest USPS rates and save 10 cents per piece on postage.



Product Overview



IS-5000 DS MAILING SYSTEM

A high-volume solution for mail centers that demand maximum performance

Key Capabilities

- Repositionable control panel that includes a color touchscreen and time-saving shortcut keys
- Superior ink management with a 100,000-imprint ink tank the industry's only permanent print head
- Load-on-the-fly feeder with a 7" stack capacity handles postcards, letters or flats up to .8" thick
- Precision spray system with high-capacity reservoir seals envelopes with the flaps open or closed
- In-line dynamic scale weighs, measures, classifies and rates mail pieces on the fly
- External scale auto-adjusts the postage amount for extra-thick envelopes or boxed packages
- Integrated postage label dispenser for easy processing of bulky letters and large envelopes
- Reach productivity levels ranging from 210 to 300 metered letters/min. (up to 160 in dynamic mode)
- Safeguard your stored postage with PIN code access for each of your operators
- Track pieces processed and postage used for 100 or more accounts/departments
- LAN or wireless connection to refill postage instantly and update postal rates automatically
- Download artwork to print onto your mail pieces – use our free library or create your own
- Uploads postage usage data to your Myquadient online account for quick and easy analysis
- Download postage anytime and pay for it later using Quadient Postage Funding



Product Overview



DS-85i FOLDER-INSERTER

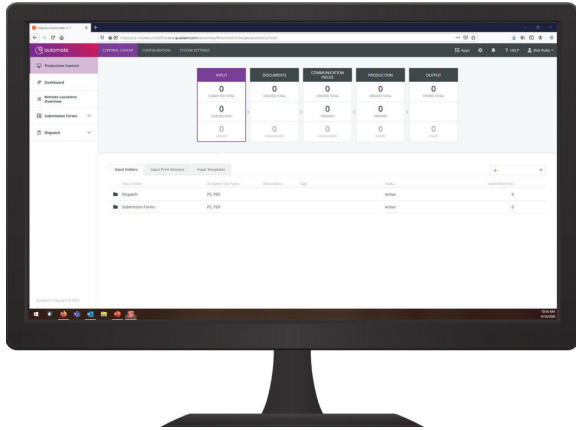
A flexible mid-volume mail assembly solution with exceptional ease of use

Key Capabilities

- 7" color touchscreen interface with graphical user guidance and wizard-based programming
- Up to 6 multi-format FlexFeeders that can transport full-size sheets as well as short inserts
- FlexFeed trays hold a 325-sheet stack and can be linked for non-stop cascade feeding
- Automatically senses and sets paper length, envelope size and compatible fold type
- Tri-folds or single-folds letter-size documents and double-folds legal-size sheets
- Collate and fold up to 8 pages for insertion into a #10 envelope or 10 pages into a 6" x 9.5" envelope
- Mechanical double document detection at each feeder and the point of insertion
- Finish jobs quickly with operational efficiency up to 4,000 filled envelopes per hour
- Store up to 50 user-programmed jobs and instantly recall any of them at the push of a button
- Tip-to-tip envelope sealing that can be turned on and off for any job
- Vertical output stacker holds 500 filled envelopes and preserves printing order
- Input options that increase sheet capacity to 725 or 1,200 and insert capacity to 325 reply envelopes
- Connects to your network via LAN or WIFI to enable remote diagnostics and remote assistance
- CIS scanner can read OMR, OCR, 1D and 2D codes printed horizontally or vertically on the document



Product Overview



Key Capabilities

- Overlay color and branding elements onto existing document formats to improve customer experience
- Add personalized offers or notifications to documents for customers who meet certain criteria
- Barcode your documents for custom mail piece assembly by an intelligent folder-inserter
- Enables barcode reading that completely automates variable-page folding/inserting jobs
- Ensures the right pages go into each customer's envelope, every time
- Include an extra enclosure in the envelope for targeted recipients only
- Auto detect documents that should not be mailed and separate or remove them before printing
- Automatically merge same-recipient documents into a single envelope to reduce postage costs
- Output documents in batches according to the size of envelope required
- Validate and standardize mailing addresses to improve the deliverability of your mail
- Print documents in postal presort order for the lowest possible mailing rates
- Automated selection of physical or digital document delivery based on customer preferences



Financial Considerations



Product Summary

IS-5000 High Volume Mail System w/ Dynamic Scale, 30lb weigh platform and Conveyor Stacker
 DS-85i Two (2) Station Folder/Inserter
 Impress Automate Output Management Software for Report Cards
 BCC Presort Plug-in for 60K NCOA pieces per year

Cost Summary	Valid Until: 2/19/2021
---------------------	-------------------------------

01	Lease Term (months)	60
02	Monthly Amount	\$1,473.04

Notes

Pricing includes installation, training, freight and cancellation of old contract and cost to return old equipment
 Please add sales tax



(909) 894-9743



d.melo@quadient.com



quadient.com





Quadient at a Glance

We help companies build powerful connections with their customers. **Because connections matter.**



LOCAL PARTNER

200+ U.S. locations providing unmatched accessibility and responsiveness.



EXPERTISE

8 billion interactions facilitated annually.



PROVEN RESULTS

96% customer satisfaction rate. \$1.2B sales in 2018, 44% from North America.



BACKED BY THE EXPERTS

Gartner, Forrester, and Aspire.



EXPERIENCE

Market-leading technology for 95 years. 800,000 customers across 90 countries.



GLOBAL REACH

5,600 employees in 32 countries.

Portfolio



Customer Experience Management

Omnichannel software that delivers compliant and meaningful customer interactions.



Business Process Automation

Digital solutions that streamline document production processes and departmental workflows.



Mail-Related Solutions

Hardware and software that power accurate and efficient physical communications.



Parcel-Related Solutions

Advanced systems that automate inbound parcel management and optimize shipping.

Business Impact

Delivering measurable process improvements to advance your key business objectives, including:



Customer Engagement

Improve acquisition, satisfaction and retention



Revenue Growth

Increase sales, market share and profit



Risk Mitigation

Enhance security and regulation compliance



Expense Control

Maximize productivity and reduce costs

**CALIFORNIA PARTICIPATING ADDENDUM 7-17-70-41-02
AMENDMENT 3**

Mailroom Equipment, Supplies and Maintenance
Arizona NASPO ValuePoint Master Price Agreement No. ADSPO16-169901
Neopost USA, Inc. (Contractor)

The parties hereto mutually agree to amend Participating Addendum No. 7-17-70-41-02 as follows:

Section 2. TERM, subpart A. is amended to now read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 14, 2021, or upon termination by the State, whichever occurs first.

All other terms and conditions of the original Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Neopost USA Inc.

Agency Name

Contractor Name

Shahene Dim 4/30/2020

[Signature]

4/24/2020

Authorized Signature Date Signed

Authorized Signature Date Signed

Stephanne Lin / MAYA SUPERVISOR

Kirk Shankle Secretary

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

478 Wheelers Farms Rd.
Milford, CT 06461

Address

Address

October 13, 2017

DGS Participating Addendum No.: 7-17-70-41-02

Neopost USA, Inc.
478 Wheelers Farms Rd
Milford, CT 06461
Attention: Deborah Nesdale

Subject: Executed Copy of DGS Participating Addendum No.: 7-17-70-41-02

Dear Deborah,

A fully executed copy of the above-referenced contract/amendment is enclosed for your files.
Please address all questions regarding reports, documentation and services to my attention.

Sincerely,



STACY JARVIS
Contract Administrator

ENCLOSURE

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-41-02

Mailroom Equipment, Supplies and Maintenance
Arizona NASPO ValuePoint Master Agreement No. ADSPO16-169901
Neopost USA Inc. (Contractor)

This Participating Addendum Number 7-17-70-41-02 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Neopost USA Inc. (hereafter referred to as "Contractor") under the lead State of Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169901.

1. SCOPE

- A. This Participating Addendum covers the purchase of Mailroom Equipment, Supplies and Maintenance under the Arizona NASPO ValuePoint Master Agreement. The Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169901 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state departments/agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Arizona NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 14, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Purchase order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT), effective 9/5/2014.
The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-41-02
- B. Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169901
- C. Arizona Solicitation ADSPO16-00006328 including all Addendums
- D. Contractor's response to the Arizona Solicitation

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following categories from the Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169901 are allowed under this Participating Addendum. **SECTION 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES** below lists categories disallowed for purchase by State Departments.

- 1) Rental Postage Meter
- 2) Ultra-Low Volume Mailing Systems
- 3) Low Volume Mailing Systems
- 4) Medium Volume Mailing Systems
- 5) High Volume Mailing Systems
- 6) Production Volume Mailing Systems
- 7) Integrated Postal Scales
- 8) Low Volume Letter Openers
- 9) High Volume Letter Openers
- 10) Low Volume Letter Folders
- 11) High Volume Letter Folders
- 12) Low Volume Folder Inserters
- 13) Medium Volume Folder Inserters
- 14) High Volume Folder Inserters
- 15) Production Folder Inserters
- 16) Low Volume Ink Jet Envelope Addressing System
- 17) Medium Volume Ink Jet Envelope Addressing System
- 18) High Volume Ink Jet Envelope Addressing System
- 19) Production Ink Jet Envelope Addressing System
- 20) Low Volume Tabbers
- 21) Medium Volume Tabbers
- 22) Miscellaneous Services Awards
 - a) Software License & Subscription
 - b) Software Consulting
 - c) Training
 - d) Design Production
 - e) Install Assembly Production
 - f) Relocation Services
 - g) Equipment Lease

h) Equipment Rental

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following categories are prohibited for purchase by State Departments under this Participating Addendum. These restrictions do not apply to local governmental entities.
- 1) Leasing and Rental Options
 - 2) Products:
 - a) Remanufactured Equipment
 - b) Production Ink Jet Envelope Addressing System
 - c) Low Volume Tabbers
 - d) Medium Volume Tabbers
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to political subdivisions/local governments.

7. PRICING

- A. Contractor shall submit a California-specific Price List that incorporates the State Department exclusions listed in **SECTION 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES** for the State's approval.
- B. The California-specific Price List shall include all of the following items:
- 1) Lead State Award Category
 - 2) Product Name
 - 3) Manufacturer Part Number or Item Number
 - 4) Manufacturer Suggest Retail Price (MSRP)
 - 5) Discount off MSRP
 - 6) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.
- E. Arizona NASPO ValuePoint-approved Price List for local governmental entity use will be posted on the State's Cal eProcure website.

8. SOFTWARE LICENSE AGREEMENT

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

9. EQUIPMENT ADDITIONS/DELETIONS

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Arizona NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised Price List for the State's approval.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO Valuepoint Master Price Agreement.

10. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
- B. For the purposes of this Participating Addendum, Authorized Resellers are classified as follows:
 - 1) "Authorized Resellers"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- C. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- E. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers contact information at any time during the contract term.

- F. Contractor will be required to submit Authorized Resellers requests, in a format specified by the State, to the State Contract Administrator for approval.
- G. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

11. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

12. DELIVERY

- A. Delivery shall occur within 30 calendar days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Neopost USA Inc.
Name: Rob Magallanes
Phone: (909) 466-1655 x 83216
Mobile: (909) 964-3867
E-Mail: r.magallanes@neopost.com
Address: 3130-D Inland Empire Blvd
Ontario, CA 91764

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Stacy Jarvis
Phone: (916) 375-4378
E-Mail: Stacy.Jarvis@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of 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.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

- A. This Participating Addendum and the Master 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169901, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Neopost USA Inc.

Agency Name

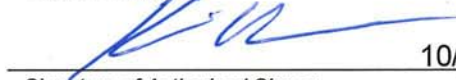
Contractor Name



Signature of Authorized Signer

10/13/2017

Date Signed



Signature of Authorized Signer

10/5/2017

Date Signed

 Ricardo G. Martinez, Deputy Director
Printed Name and Title of Authorized Signer

Kevin O'Connor, VP Marketing

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

478 Wheelers Farms Rd.
Milford, CT 06461

Address

