STATE OF MARYLAND

BPO NO: 001B9400435 PRINT DATE: 05/01/19 PAGE: 01

BLANKET PURCHASE ORDER

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
NEOPOST USA INC
478 WHEELERS FARMS RD
MILFORD, CT 06461
(703) 564-4647

REFER QUESTIONS TO:
KIMBERLY HACKETT
(410) 767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB:
EXPR DATE: 05/14/20
POST DATE: 05/01/19
DISCOUNT TERMS: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
TO SUPPLY
MAILROOM EQUIPMENT, SUPPLIES, AND MAINTENANCE
BASED ON THE NASPO VALUEPOINT CONTRACT ADSPO16-169901

CONTRACT TERM: DATE OF AWARD THROUGH MAY 14, 2020

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (IPCA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN ACCORDANCE WITH NASPO VALUEPOINT CONTRACT NUMBER ADSPO16-169901. BASED ON THIS CONTRACT, THE VENDOR WILL SUPPLY MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

RENEWAL:
RENEWAL OPTIONS WILL BE BASED UPON THE MASTER CONTRACT TERMS AND CONDITIONS, MARKET RESEARCH THAT WILL BE CONDUCTED AT THE TIME OF RENEWAL, AND THE DISCRETION OF NASPO.

UPON MUTUAL WRITTEN AGREEMENT, THIS CONTRACT MAY BE RENEWED FOR ANY COMBINATION OF FULL OR PARTIAL YEAR RENEWALS UP TO THIRTY-SIX (36) MONTHS.

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TERMS (cont’d):

VENDOR NAME: NEOPOST USA, INC.
VENDOR CONTACT: MICHAEL BEHRINGER
TELEPHONE: 202-439-6294               FAX: 410-931-3203
VENDOR EMAIL ADDRESS: M.BEHRINGER@NEOPOST.COM

MAILFINANCE, INC. IS THE LEASING COMPANY FOR NEOPOST USA, INC.
MAILFINANCE IS AN AFFILIATE OF NEOPOST USA AND IS ALSO LISTED ON THIS
BLANKET PURCHASE ORDER. WHEN MAKING PURCHASES, PLEASE SELECT CORRECT
VENDOR AND FEIN. MAILFINANCE IS THE LEASING COMPANY, NEOPOST IS THE
PURCHASING COMPANY.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF
MARYLAND.

SOFTWARE SUBSCRIPTION TERMS AND SOFTWARE LICENSE TERMS AND CONDITIONS
SHALL BE MUTUALLY AGREED UPON, IN WRITING, BY THE PURCHASING ENTITY
(STATE AGENCIES OR MUNICIPALITIES) AND THE CONTRACTOR.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR
SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A
SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND
CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER
AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH
ORDER.

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE STATE OF
MARYLAND MUST INCLUDE THE FOLLOWING:
(1) MANDATORY LANGUAGE: PURCHASE ORDER IS SUBJECT TO NASPO CONTRACT#
ADSP016-169901;
(2) YOUR NAME, ADDRESS, CONTACT, PHONE NUMBER, SIGNATURE AND
PARTICIPATING STATE CONTRACT NUMBER-001B8400193.

ELECTRONIC TRANSACTION FEE:
A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE
STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT
SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL
SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR
CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED
DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR
SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

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B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE
DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W.
PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10)
CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH
A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL
VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE
PROGRAM MANAGER, KIM HACKETT AT KIMBERLY.HACKETT@MARYLAND.GOV,
AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER
OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S
REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RE COURSE
AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO,
A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY.
SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE
CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED
WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE
CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHERVER IS HIGHER.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF
MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY
PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
   (I) RECEIVES STATE MONEY; AND
   (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE
        INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
   (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM
       THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE
       ASSOCIATION OF INDEPENDENT SCHOOLS; AND
   (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE
        INTERNAL REVENUE CODE:
        OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106
    OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION
OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS

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CONTRACT
THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT
NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO
ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER
PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT
A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF
MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE
A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY,
(2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MD,
(3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND
OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS
AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT AN ENTITY,
FROM WHICH THE CONTRACTOR RECEIVES AN ORDER, UNDER THE CONTRACT, IS A
UNIT OR AGENCY OF THE STATE OF MARYLAND, SUCH THAT THE CONTRACT MAY
BE ENFORCED AGAINST THE STATE OF MARYLAND.

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MAIL ROOM EQUIPMENT, (PURCHASE), MAILING MACHINES, SCALES, FOLDING/INSERTING
EQUIPMENT, SYSTEMS ETC.

--BASE UNIT TO PURCHASE, AND/OR
--OPTIONAL ACCESSORIES TO PURCHASE, AND/OR
--MAILROOM OPERATING SUPPLIES TO PURCHASE
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MAIL ROOM EQUIPMENT, (LEASED), MAILING MACHINES, SCALES, FOLDING/INSERTING EQUIPMENT, SYSTEMS ETC.

--BASE UNIT TO LEASE, AND/OR
--OPTIONAL ACCESSORIES TO LEASE, AND/OR
--MAILROOM OPERATING SUPPLIES TO LEASE

| 0003  | 93960-600710       | MO  |           |

MAIL EQUIPMENT MAINTENANCE AGREEMENT.

MAILROOM EQUIPMENT MAINTENANCE CONTRACTS FOR PURCHASED OR LEASED ITEMS

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