STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
http://gsd.mt.gov/

T.C. #: MT ADSPO11-00000411-2_Francotyp Postalia dba RFP Mailing Solutions, Inc.
Title: MAILING EQUIPMENT SUPPLIES & MAINTENANCE
This is a non-exclusive contract.

CONTRACT TERM	FROM	September 6, 2013	CONTRACT STATUS	NEW ( )
	TO	October 11, 2014		RENEW (x) 1st renewal, third year of the contract
VENDOR ADDRESS	Francotyp Postalia dba FP Mailing Solutions, Inc. 140 N Mitchell Ct. Suite 200 Addison, IL 60101		ORDER ADDRESS	Empire Office Equipment 821 N. Last Chance Gulch Helena, MT 59601
ATTN:	Matt Hutchison		ATTN:	Kelly Patzer
PHONE:	630-827-5714		PHONE:	406-442-8890
FAX:			FAX:	
E-MAIL:	mhutchison@fp-usa.com		E-MAIL:	kelley@empireoffice.net

Arizona is the lead state on this contract. An overview of this contract may be found at the following link:

http://www.naspo.org/content.cfm/id/francotyppostalia

Specific Dealer information along with maintenance, support, supplies, and options available may be found at:

http://spo.az.gov/Direct_Services/Statewide/WSCA_PAs/ADSPO1100000411.asp

WSCA#ADSPO11-00000411-2_FP Solutions	Rhonda R. Grandy, CONTRACTS OFFICER	DATE: October 8, 2013

AUTHORIZED SIGNATURE

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
Francotyp Postalia dba FP Mailing Solutions, Inc.
ADSPO11-00000411-2
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State")

State of Montana agencies must have prior approval from the Department of Administration, Print & Mail Services Bureau, before using this contract.

Contact:
Devin Garrity, Bureau Chief
Print & Mail Services Bureau
920 Front Street
Helena, MT 59620
Phone: 406-444-3881
Email: devingarrity@mt.gov

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/Entity** authorized by that state's statutes to utilize **state/entity** 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/entity** contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

TERMINATION OF CONTRACT

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

4. Lease Agreements: **individual State/Entity lease agreements will be reviewed by our leasing partner and the terms and conditions will be approved/declined on an individual basis.**

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

www.NASPO.org
www.aboutWSCA.org

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Lead State

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

Contractor

Name	Joan Rader – Major Account Contract Coordinator
Address	140 N Mitchell Ct Suite 200 Addison, Il 60101
Telephone	877-770-7230
Fax	800-810-3761
E-mail	majoraccounts@fp-usa.com

Participating Entity

Name	Rhonda R. Grandy
Address	125 North Roberts, Room 165 Mitchell Bldg
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

6. Subcontractors:
All [contactor] dealers and resellers authorized in the State of Montana, as shown on the dedicated [contractor] website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The contractors 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 # ADSPO11-00000411-2" (2) Your Name, Address, Contact, & Phone-Number.

Orders can be made out to either (a) [CONTRACTOR] or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

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: **ADSP)11-00000411-2_Francotyp_Postalia** and the Lead State price agreement number: ADSPO11-00000411-2.

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.

NASPO
National Association of State Procurement Officials
www.NASPO.org

10. 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 ADSPO11-00000411-2 (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

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Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Montana	Contractor: FP MAILING SOLUTIONS
By: Marvin Eicholtz	By: KEVIN K. THOMPSON
Name: Marvin Eicholtz	Name: Kevin K. Thompson
Title: Division Administrator	Title: DIRECTOR
Date: 9/6/13	Date: 9-5-13

www.aboutWSCA.org