



## MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

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Master Agreement #: **CTR058808**  
Contractor: **PITNEY BOWES INC.**  
Participating Entity: **STATE OF IOWA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

### Scope and Participation:

**1. Scope:**

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above. Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

**2. Participation**

This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for **Mailing Equipment, Supplies and Maintenance**. Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an by State of Iowa statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

**3. Order of Precedence**

- 1.** The State of Iowa Participating Addendum ("PA");
- 2.** The Lead State's Master Agreement (includes negotiated Terms & Conditions), as well as all attachments and exhibits thereto;
- 3.** The Lead State's Solicitation including all Addendums; and
- 4.** Contract Vendor's response to the Solicitation, including all attachments and exhibits thereto.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including

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terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Term**

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

**5. Primary Contacts**

The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR: PITNEY BOWES, INC.**

|            |  |
|------------|--|
| Name:      | Art Adams  |
| Address:   | 3001 Summer Street, Stamford, CT 06905                 |
| Telephone: | 203.351.7866   |
| Email:     | <a href="mailto:Art.adams@pb.com">Art.adams@pb.com</a> |

**PARTICIPATING ENTITY: STATE OF IOWA**

|            |  |
|------------|--|
| Name:      | Julie Janssen  |
| Address:   | Hoover Building, 1305 E Walnut Street, Des Moines, Iowa 50319      |
| Telephone: | 515.240.2698   |
| Email:     | <a href="mailto:Julie.Janssen@iowa.gov">Julie.Janssen@iowa.gov</a> |

**6. Participating Entity Modifications and Additions to the Master Agreement**

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

**A. Terms**

The Participating Entity is agreeing to the terms of the Master agreement only to the extent the terms are not in conflict with applicable law.



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**B. Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

**C. Compliance with the Law; Nondiscrimination in Employment**

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract. In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**D. Subcontractors**

All Pitney Bowes contractors, dealers, and resellers authorized to provide sales and service support in State of Iowa as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

**E. Pricing**

Contractor's stated prices on the NASPO VALUEPOINT website shall be discounted using the discounts and price lists approved and agreed to with the Contractor's discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may

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offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons. Minimum discounts listed in pricelist must be held firm for the duration of the Contract's term. **(The participating State of Iowa will be given the benefit of any nationwide published commercial price list decrease)**. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

**F. Orders**

Any Order placed by an entity ordering under this Participating Addendum for a Product or Service available from this 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. There must be no minimum order quantities or total order amount required from the ordering entity by the Contractor.

Purchase Order Instructions: All orders issued should make reference to NASPO Contract # CTR058808 and State of Iowa MA#23065.

**G. Invoicing**

For the duration of the contract, all product pricing shown on invoices submitted to the State shall:

- Not fall short of the discounts quoted on the Pricing List.
- Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
- Be verifiable against the manufacturer's then current retail price list.

**H. Payment Terms**

Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**J. Remanufactured Equipment**

May only be purchased by political subdivisions.

**K. Leasing and Rental Terms and Conditions**

Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") with Order requirements set forth in Section F of this Participating Addendum and sign Contractor's Supplemental Lease documents which may be found on the Contractor's page on the NASPO Valuepoint website.



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State of Iowa Agencies, facilities and departments, financing options, are either an operating (true) lease or renting. Installment purchase or Lease to Ownership Plan (LTOP) leases are not allowed. Political subdivisions may have the option to use an installment purchase or LTOP lease in accordance with their respective procurement policies and procedures.

Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. Sales and purchase tax will not be charged, unless required by applicable law.

- L. Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. Contractor's Software Licenses offered under this Addendum may be found on the Contractor's page on the NASPO Valuepoint website.
- M. **Individual Customer:**  
Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum 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 Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity 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 Purchasing Entity individually.
- N. **Administrative Fee**  
Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services

**Send to:**  
State of Iowa DAS Central Services  
Attention: DAS COO  
Hoover State Office Building,  
3<sup>rd</sup> Floor, 1305 E. Walnut Street  
Des Moines, IA 50319-0105.

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**O. Quarterly Reporting**

The Contractor shall submit electronic quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser. The Contractor agrees to provide additional reports to the State of Iowa if requested, in a format and frequency as mutually agreed by both parties. Send reports to: [Julie.Janssen@iowa.gov](mailto:Julie.Janssen@iowa.gov)

Quarter 1: July 1 through September 30, due annually by October 31

Quarter 2: October 1 through December 31, due annually by January 31

Quarter 3: January 1 through March 31, due annually by April 30.

Quarter 4: April 1 through June 30, due annually by July 31.

**7. ENTIRE AGREEMENT**

This Participating Addendum and the Master Price Agreement number CTR058808 (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 Participating 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/Entity.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**STATE OF IOWA DAS CENTRAL PROCUREMENT**

**PITNEY BOWES INC.**

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| Signature:<br><u>Julie Janssen, Purchasing Agent III</u><br><small>Julie Janssen, Purchasing Agent III (Nov 2, 2022 08:23 CDT)</small> | Signature:<br><u>Arthur E. Adams Jr.</u><br><small>Arthur E. Adams Jr. (Nov 1, 2022 17:38 EDT)</small> |
| Name: JULIE JANSSEN  | Name: Arthur E. Adams Jr.  |
| Title: PURCHASING AGENT III  | Title: Director, Government Contract Compliance  |
| Date: Nov 2, 2022  | Date: Nov 1, 2022  |

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).