

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Master Agreement #: BPM003137

Contractor: Quadient, 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. 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.

4. Primary Contacts

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

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CONTRACTOR: Quadient, Inc.

Name:	Ryan Mikel
Address:	478 Wheelers Farms Road, Milford, CT 06461-9105
Telephone:	651.592.1226
Email:	r.mikel@quadient.com

STATE OF IOWA

Name:	Julie Janssen
Address:	Hoover Building, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515.480.2698
Email:	Julie.Janssen@iowa.gov

5. 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. Order of Precedence

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

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 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

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subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

B. 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 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 giving the immediate 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.

C. 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 ; Attn: Chief Operating Officer, Floor 3, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105.

D. 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 State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

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

Quarter 2: October 1 through December 31, due annually by January 30

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

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

E. 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.

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F. 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.

G. Subcontractors

All 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.

H. 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.

I. Invoicing

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

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- 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.

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, and as negotiated by the Purchasing Entity. To initiate a lease, Purchasing Entity may issue a Purchase Order ("PO") with Order requirements set forth in Section H of this Participating Addendum or sign Contractor's Supplemental Lease documents.

State of Iowa Agencies shall allow only two financing options: 1. A "true" lease or 2. Renting. Installment purchases or LTOP leases shall not be permitted. Political Subdivisions may have the option to use an installment purchase or LTOP lease in accordance with their respective procurement policies and procedure.

Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreements, subject to termination provisions stipulated with such leases. Sales and Purchase tax will not be charge.

L. Software License Terms and Conditions

Software license terms and conditions shall be mutually agreed upon in writing by the Agency authorized individual and Quadient.

M. Postage Meter Usage

All purchasing entities requiring the use of a postage meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by Quadient.

N. 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.

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

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STATE OF IOWA DAS CENTRAL PROCUREMENT

QUADIENT, INC.

Signature: <i>Julie Janssen</i>	Signature: <i>John Tartaro</i> <u>John Tartaro (Nov 23, 2022 14:52 EST)</u>
Name: JULIE JANSSEN	Name: John Tartaro
Title: PURCHASING AGENT III	Title: Deputy CFO
Date: Nov 28, 2022	Date: Nov 23, 2022

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.










Quadient BPM003137 STATE OF IOWA PA for Signature

Final Audit Report

2022-11-28

Created:	2022-11-22
By:	Julie Janssen (julie.janssen@iowa.gov)
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