

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**  
Led by the State of Arizona

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Master Agreement #: ADSP016-169898

Contractor: **STAMPS.COM**

Participating Entity: **STATE OF IOWA**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

1. Scope: This addendum covers the Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities 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.

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.

Each Agency and political subdivision will be responsible for their own charges, fees, and liabilities, and for following their entity's procurement policies.

The State of Iowa shall not be obligated to make any minimum annual purchases.

This agreement is not an exclusive agreement for procuring Mailroom Equipment, Supplies and Maintenance.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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**Contractor**

Name:	Al McMichael
Address:	
Telephone:	301.482.5864
Fax:	
Email:	amcmichael@stamps.com

**Participating Entity**

Name:	State of Iowa – Randall Stapp, Purchasing Agent 3
Address:	Hoover Building, 3 <sup>rd</sup> Floor, 1305 E. Walnut Street, Des Moines, IA 50319
Telephone:	515.242.5005
Fax:	
Email:	randall.stapp@iowa.gov

**4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

**4.1** Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Stamps.Com

**4.2** 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 the Contractor.

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**4.3 Reports:** The Contractor shall submit quarterly reports to the Participating State 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.

Schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

**4.4 Administrative Fee:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement 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 Procurement Bureau

Attention: DAS – CPFSE CFO

1305 E. Walnut St.

Des Moines, IA 50319

**4.5 Pricing:** Contractor's stated prices on the Contractor's approved NASPO ValuePoint Master Agreement web site shall be the pricing approved and agreed to with NASPO ValuePoint Master Agreement and by Participating State by signing this Participating Addendum.

**4.6 Payment Terms:** Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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**4.7 Terms and Conditions:** This agreement shall be construed and enforced in accordance with the laws of the State of Iowa. If there is a conflict between the terms and conditions of NASPO Master Agreement ADSP016-169898 and the State of Iowa terms and conditions for goods and services found at the websites:

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf> and

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>

the State of Iowa terms and conditions shall prevail. There shall be **no** penalty for early termination of the agreement.

**4.8 Lease/Rental Agreements:**

Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Price Agreement number ADSP016-169898.

**State of Iowa Agencies, facilities and departments, financing options, are either a) an operating (true) lease or b) renting. Installment purchase or 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 & Purchase Tax will not be charged.

**4.9 Subcontractors:**

All Stamps.Com contractors, subcontractors, Authorized Sales and Services Representatives authorized in the State of Iowa, as shown on the dedicated Stamps.Com website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master

Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**4.10 Purchase Order Instructions:**

**All orders under this PA are to be made out to and processed by Stamps.Com and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSP016-169898 " (2) Your Name, Address, Contact, & Phone-Number.**

Any order placed by a Participating Entity or Purchasing Entity for a product and/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 and the Participating

**PARTICIPATING ADDENDUM**



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Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

4.11 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.

4.12 Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "provided, however, that the State shall be deemed to have accepted a Product as to which it doesn't indicate nonconformity within sixty (60) days of the delivery of the product."

**5. ENTIRE AGREEMENT**

This Participating Addendum and the Master Price Agreement number ADSP016-169898 (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.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**NASPO**  
**ValuePoint**

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

Participating Entity: State of Iowa – Randall Stapp	Contractor: Stamps.com, Inc.
Signature: 	Signature: 
Name: Randall Stapp	Name: Al McMichael
Title: P.A.3	Title: Director, Enterprise Sales
Date: 9/21/17	Date: 9/19/2017