

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

Master Agreement #: **CTR058809** PA# 2023-MAIL-0001

Contractor: **QUADIENT, INC.**

Participating Entity: **STATE OF ALASKA**

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.

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

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. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as **January 1, 2023** 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.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

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

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

CONTRACTOR: Quadient, Inc.

Name:	LARRY WATERS
Address:	478 WHEELERS FM RD MILFORD, CT 06461
Telephone:	281-216-4596
Fax:	N/A
Email:	L.waters@quadient.com

PARTICIPATING ENTITY: STATE OF ALASKA

Name:	JACOB NICHOLS
Address:	333 Willoughby Ave. St. 801 Juneau, AK 99811
Telephone:	907-419-7818
Fax:	N/A
Email:	JACOB.NICHOLS@ALASKA.GOV

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.

☒ 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:**

****SEE ATTACHMENT A FOR STATE OF ALASKA SPECIFIC TERMS AND CONDITIONS****

****SEE ATTACHMENT B THRU F FOR QUADIENT TERMS AND CONDITIONS****

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.

5. Lease Agreements: Equipment lease agreement terms and conditions included in the Master Agreement and attached herein have been approved for use by the Participating State.
6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

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.

7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order. All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to NASPO Contract #CTR058809" (2) Your Name, Address, Contact, Phone Number, and Signature.

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

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: JACOB NICHOLS	Name: John Tartaro
Title: CONTRACTING OFFICER III	Title: Deputy, CFO
Date: 8/22/2022	Date: 9/2/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

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

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

ATTACHMENT A

STATE OF ALASKA TERMS AND CONDITIONS

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.

Required Reports: The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. The Contractor must submit these quarterly reports to doa.dss.vendorreport@alaska.gov. This is a dedicated email address the State of Alaska has created for all vendors to use when submitting their usage/admin fee reports. When sending your reports put the following in the subject line to ensure the contracting officer assigned to your portfolio can locate your report: Contract number, vendor name, quarter number. See example below:

Subject Line Example: Contract XXXXXX, Your Company Name, Quarter #X

These reports are due **30 days** after the end of the quarter.

<u>Reporting Period</u>	<u>Due Date</u>
First Quarter: July 1 through September 30	Oct 31
Second Quarter: October 1 through December 31	Jan 31
Third Quarter: January 1 through March 31	Apr 30
Fourth Quarter: April 1 through June 30	Jul 31

1. Administrative Fee:

- a. Effective upon final signature, the Contractor shall submit a quarterly check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated fee of 1.5%, but not to exceed \$2,000 per order received during that quarterly period.
- b. Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to the Contractor for additional identifying information.
- c. The administrative fee may be invoiced as a separate line item.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

- d. Administrative fee checks shall be submitted to:
ATTN: Purchasing Section
State of Alaska
Department of Administration
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214
- e. The Contractor's payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska reporting email listed above.

2. Lease Agreements: Equipment lease agreement terms and conditions included in the Master Agreement and attached herein have been approved for use by the Participating State.

3. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, 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.

4. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

5. Software: Software subscription terms and Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Quadient, Inc.

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the **State of Arizona**

The following attachments are added to this PA by request of Quadient:

ATTACHMENT B - QUADIENT MAINTENANCE TERMS



Supplemental
Attachment #13 Quac

ATTACHMENT C - QUADIENT PARCEL LOCKER MAINTENANCE AGREEMENT



Supplemental
Attachment #14 Parce

ATTACHMENT D - QUADIENT GOVERNMENT EQUIPMENT LEASE TERMS - USPS DIRECT



Supplemental
Attachment #16 Gove

ATTACHMENT E - QUADIENT POSTAGE METER RENTAL TERMS



Supplemental
Attachment #18 Quac

ATTACHMENT F - QUADIENT PURCHASE EQUIPMENT TERMS



Supplemental
Attachment #19 Quac