

**CALIFORNIA PARTICIPATING ADDENDUM NO. 7-17-70-41-05  
AMENDMENT 1**

Mailroom Equipment, Supplies and Maintenance  
Arizona NASPO ValuePoint Master Price Agreement No. ADSPO16-169898  
**Contractor**

The parties hereto mutually agree to amend Participating Addendum No. 7-17-70-41-05 as follows:

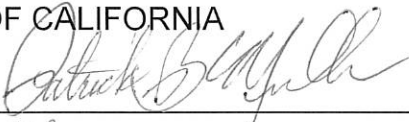
**Section 2. TERM, subpart A. is amended to now read as follows:**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 14, 2020, or upon termination by the State, whichever occurs first.

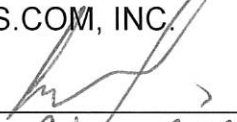
All other terms and conditions of the original Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

By:   
Name: <sup>FOR</sup> Angela Shell  
Title: Deputy Director  
Date: 3-18-19

STAMPS.COM, INC.

By:   
Name: Al McMichael  
Title: Director, Enterprise  
Date: 3/11/19

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NO. 7-17-70-41-05**  
Mailroom Equipment, Supplies and Maintenance  
Arizona NASPO ValuePoint Master Agreement No. ADSPO16-169898  
**Stamps.com, Inc. (Contractor)**

This Participating Addendum Number 7-17-70-41-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Stamps.com, Inc. (hereafter referred to as "Contractor") under the lead State of Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169898.

**1. SCOPE**

- A. This Participating Addendum covers the purchase of Mailroom Equipment, Supplies and Maintenance under the Arizona NASPO ValuePoint Master Agreement. The Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169898 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state departments/agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Arizona NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

**2. TERM**

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 14, 2019, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Purchase order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

**3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS**

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT), effective 9/5/2014.  
The twelve (12) page document can be viewed at:  
[http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14\\_0905.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf).  
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

#### 4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-41-05
- B. Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169898
- C. Arizona Solicitation ADSPO16-00006328 including all Addendums
- D. Contractor's response to the Arizona Solicitation

#### 5. AVAILABLE PRODUCTS AND SERVICES

- A. The following categories from the Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169898 are allowed under this Participating Addendum. **SECTION 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES** below lists categories disallowed for purchase by State Departments.

- 1) Software (PC Postage)
- 2) Miscellaneous Services Awards
  - a) Software License & Subscription

#### 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following categories are prohibited for purchase by State Departments under this Participating Addendum. These restrictions do not apply to local governmental entities.

- 1) Leasing and Rental Options
- 2) Products:
  - a) Remanufactured Equipment

- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. State Departments are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to political subdivisions/local governments.

#### 7. PRICING

- A. Contractor shall submit a California-specific Price List that incorporates the State Department exclusions listed in **SECTION 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES** for the State's approval.
- B. The California-specific Price List shall include all of the following items:

- 1) Lead State Award Category
- 2) Product Name
- 3) Manufacturer Part Number or Item Number
- 4) Manufacturer Suggest Retail Price (MSRP)
- 5) Discount off MSRP
- 6) Contract Price

- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.
- E. Arizona NASPO ValuePoint-approved Price List for local governmental entity use will be posted on the State's Cal eProcure website.

## **8. SOFTWARE LICENSE AGREEMENT**

Any need for a software license agreement to reflect the scope and/or limitations of the software usage shall be negotiated to the mutual agreement of the parties and attached to the purchase document.

## **9. EQUIPMENT ADDITIONS/DELETIONS**

- A. Contractor may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:
- 1) Equipment is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
  - 2) Contractor has obtained prior approval from the Arizona NASPO ValuePoint Contract Administrator; and
  - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of equipment additions/deletions and a revised Price List for the State's approval.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO Valuepoint Master Price Agreement.

## **10. AUTHORIZED RESELLERS**

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
- B. For the purposes of this Participating Addendum, Authorized Resellers are classified as follows:
- 1) "Authorized Resellers"
    - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept

- payment from ordering agencies for products and associated services offered under this Participating Addendum.
  - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- C. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- E. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers contact information at any time during the contract term.
- F. Contractor will be required to submit Authorized Resellers requests, in a format specified by the State, to the State Contract Administrator for approval.
- G. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

#### **11. ORDERING AGENCY RESPONSIBILITIES**

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

#### **12. DELIVERY**

- A. Delivery shall occur within 30 calendar days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination

#### **13. INVOICING AND PAYMENT**

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order

Number shall appear on each invoice for all purchases placed under this Participating Addendum.

- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

**14. USAGE REPORTING**

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at [PDCooperatives@dgs.ca.gov](mailto:PDCooperatives@dgs.ca.gov).
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

**15. ADMINISTRATIVE FEE**

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California  
Department of General Services, Procurement Division  
Attention: Cooperative Agreement Program  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

**16. CONTRACT MANAGEMENT**

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Stamps.com, Inc.  
Name: Al McMichael  
Phone: (310) 482-5864  
Fax: (888) 711-1183  
E-Mail: (310) 482-5864  
Address: 1990 E. Grand Ave.  
El Segundo, CA 90245

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Stacy Jarvis  
Phone: (916) 375-4378  
E-Mail: Stacy.Jarvis@dgs.ca.gov  
Address: State of California  
Department of General Services  
Procurement Division  
707 Third Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

## 17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

## 18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

## 19. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Arizona NASPO ValuePoint Master Agreement Number ADSPO16-169898, at prices equal to or lower than the prices on that contract.



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

STATE OF CALIFORNIA

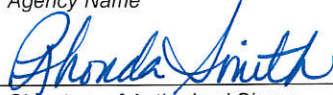
CONTRACTOR

Department of General Services

Stamps.com, Inc.

Agency Name

Contractor Name



10/13/2017

Signature of Authorized Signer

Date Signed



10/2/17

Signature of Authorized Signer

Date Signed

 Ricardo G. Martinez, Deputy Director

Printed Name and Title of Authorized Signer

A. McMichael  
Director, Enterprise Sales

Printed Name and Title of Authorized Signer

707 Third Street  
West Sacramento, CA 95605

Address

1990 E. Grand Ave.  
El Segundo, CA 90245

Address

