

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-70-50-04
AMENDMENT 1

Mailing Equipment, Supplies and Maintenance
Arizona NASPO ValuePoint Master Agreement Number CTR058809
Quadient, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-70-50-04 as follows:

- 1) Agreement is extended from May 14, 2024, to May 14, 2025. **Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end May 14, 2025, or upon termination by the State, whichever occurs first.

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Quadient, Inc.

Agency Name

Contractor Name

Authorized Signature

Date Signed

Authorized Signature

Jan 30, 2024

Date Signed

Julie Matthews, MAU2 Supervisor

John Tartaro, Deputy CFO

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

478 Wheelers Farms Rd.
Milford, CT 06461

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-70-50-04

Mailing Equipment, Supplies and Maintenance
Arizona NASPO ValuePoint Master Agreement Number CTR058809
Quadient, Inc (Contractor)

This Participating Addendum Number 7-22-70-50-04 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Quadient, Inc (hereafter referred to as “Contractor”) under the lead state of Arizona NASPO ValuePoint Master Agreement Number CTR058809.

1. SCOPE

- A. This Participating Addendum covers the purchase of Mailing Equipment, Supplies and Maintenance under the Arizona NASPO ValuePoint Master Agreement. The Arizona NASPO ValuePoint Master Agreement 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 agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each 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 January 1, 2023, or upon signature approval by the State whichever occurs later and will end May 14, 2024, 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. 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 up to 120 days 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 6/21/2022
 - 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/21/2022
 - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-22-70-50-04
 - 2) Arizona NASPO ValuePoint Master Agreement Number CTR058809

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Arizona NASPO ValuePoint Master Agreement Number CTR058809 are allowed under this Participating Addendum:
- 1) Postage Meter Rental (to include Legacy Postage Meters)
 - 2) Mailing Systems, Ultra Low Volume
 - 3) Mailing Equipment, Mailing Systems, Low Volume
 - 4) Mailing Equipment, Mailing Systems, Medium Volume
 - 5) Mailing Systems, High Volume
 - 6) Mailing System, Production
 - 7) Integrated Postal Scales
 - 8) Letter Openers, Low Volume
 - 9) Letter Openers, High Volume
 - 10) Letter Folders, Low Volume
 - 11) Letter Folders, High Volume
 - 12) Folder/Inserters, Low volume
 - 13) Folders/Inserters, Medium Volume
 - 14) Folders/Inserters, High Volume
 - 15) Folders/Inserters, Production
 - 16) Envelope Addressing System, Ink Jet, Low Volume

- 17)Envelope Addressing System, Ink Jet, Medium Volume
- 18)Envelope Addressing System, Ink Jet, High Volume
- 19)Envelope Addressing System, Ink Jet, Production
- 20)Tabbers, Low Volume
- 21)Tabbers, Medium Volume
- 22)Tabbers, High Volume
- 23)Pressure Sealing, Production
- 24)Pre-sorting Equipment, Production
- 25)Extractors
- 26)Mailing Furniture (general)
- 27)Software, License and Subscription
- 28)Software Integration

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- A. The following are prohibited for state agencies under this Participating Addendum:
 - 1) Leasing and Rental Options (Exception: Postage Meter Rental allowed)
 - 2) Remanufactured Equipment
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

- A. Contractor's pricing is outlined in the Arizona NASPO ValuePoint Master Agreement Number CTR058809.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Arizona.

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. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

10. SUBCONTRACTORS

- A. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime Contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

11. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and 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. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-22-70-50-04.

12. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) (<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>).

13.DELIVERY

- A. Delivery shall occur within 20 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, freight prepaid by the Contractor, to the ordering agency's receiving point.

14.INVOICING AND PAYMENT

- A. 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 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.

15.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 State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. 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 (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30

Reporting Period	Due Date
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

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

16. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
 Procurement Division
 Attn: MAPS Payment Processing
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31

Reporting Period	Due Date
July 1 to September 30	October 31
October 1 to December 31	January 31

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

17.CONTRACT MANAGEMENT

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

Contractor	Contract Manager
Name:	Larry Waters
Phone:	(281) 216-4596
Fax:	(203) 301-2600
Email	l.waters@quadient.com
Address:	Quadient, Inc Attn: Larry Waters 478 Wheelers Farms Rd. Milford, CT 06461

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

State	Contract Administrator
Name:	Pang Moua
Phone:	(279) 946-7835
Email	Pang.Moua@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 (10) business days after the change.

18. 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, non-disrupted 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.

19. 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.

20. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

22. 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

Participating Addendum 7-22-70-50-04

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 CTR058809, at prices equal to or lower than the prices on that agreement.
- 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

Quadient, Inc

Agency Name

Contractor Name



Authorized Signature

12/5/2022

Date Signed



Authorized Signature

11/23/2022

Date Signed

Julie Matthews, MAU2 Supervisor

John Tartaro, Deputy CFO

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

478 Wheelers Farms Rd.
Milford, CT 06461

Address