



AMENDMENT NO.: 1
Contract No.: 44102100-17-1
Contract Title: Mail Processing Equipment

This Amendment ("Amendment"), to the Mail Processing Equipment Contract No. 44102100-17-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Pitney Bowes, Inc. ("Contractor") collectively referred to herein as the "Parties," is effective upon execution by both Parties.

WHEREAS the Department executed the above referenced Contract with Pitney Bowes, Inc. for the provisions of Mail Processing Equipment to begin on February 20, 2017; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section III of the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Exhibit A Amendments

- a. **Contract Exhibit A: General Contract Conditions, Subsection 13.2, E-verify, is deleted in its entirety and replaced with the following language:**
13.2 Employment Eligibility Verification.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- b. Contract Exhibit A: General Contract Conditions, is hereby amended to add the following section:

SECTION 14. DOCUMENT INSPECTION

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

II. Contract Exhibit B Amendments

- a. **Exhibit B: ITB 22-44102100-Z, Section 3 Scope of Work, Subsection 3.2.25, Lease Agreements, is hereby amended to add the following section:**

3.2.25.7 Upgrade of Equipment

During the last nine (9) months of a lease period, the Customer may request in writing an equipment upgrade of equal or greater dollar value of the equipment originally leased for a new lease period that is equal to or greater than the original lease period, not to exceed a 5 year lease term. Such a request will result in the original lease and all obligations set forth therein, including payment terms, being terminated. Any new leases that are in excess of \$35,000 in annual total value will require Department of Financial Services approval (state agencies only) prior to execution of a new lease agreement, as per section 287.063(2)(a), F.S. Equipment upgrades will be offered at the prices set forth in Contractor's price sheets, or the adjusted prices as permitted in Scope of Work Section 3.2.26. Notwithstanding Scope of Work Sections 3.2.25.1 and 3.2.33, upon termination of a lease agreement under this subsection, the equipment will be returned to the Contractor, and the Customer shall be responsible for charges associated with removal of the terminated equipment and transportation charges, if applicable.

- b. **Exhibit B: ITB 22-44102100-Z, Section 3 Scope of Work, Subsection 3.2.25, Lease Agreements, is hereby amended to add the following section:**

3.2.25.8 Temporary Office Closures or Office Relocation

For new leases entered into by any customer under the executive, legislative, or judicial branch of the state of Florida ("State Agency Customer") after the effective date of this amendment, the State Agency Customer may upon written notice to the Contractor, elect to pause its existing lease agreement due to a temporary office closure or office relocation, for the period of time and start date identified by the State Agency Customer ("Pause Period"), at no additional cost to the State Agency Customer. The Agency's original lease will continue after the Pause Period, with the original lease term extended to include the Pause Period timeframe. The Pause Period may not exceed three months and may not begin until after the State Agency Customer's completion of the first six (6) months of the applicable lease term. The State Agency Customer's original lease will continue after the Pause Period, with the original lease term extended to include the Pause Period timeframe. The total number of payments and the total amount due under the applicable lease may not change as a result of pausing a lease due to a temporary office closure or office relocation. The State Agency Customer may be responsible for providing written documentation to the Contractor of the temporary office closure or the office relocation. A temporary office closure is defined as the closure of a State Agency Customer office for a period of at least thirty days as a result of a pandemic, disaster, acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause beyond the State Agency Customer's control. An office relocation is defined as a move

to a new location that requires equipment to be physically moved. A State Agency Customer may only be permitted to exercise this option to pause its lease once time during the applicable lease term.

c. Exhibit B: ITB 22-44102100-Z, Section 3 Scope of Work, Subsection 3.2.25, Lease Agreements, is hereby amended to add the following section:

3.2.25.9 Permanent Office Closures

For permanent office closures where the office location of equipment is permanently closed, future lease payments in subsequent fiscal years are subject to the non-appropriations clause in the State of Florida Contract No:44102100-17-1 Exhibit A: General Contract Conditions, Section 3.6.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

**State of Florida:
Department of Management Services**

**Contractor:
Pitney Bowes, Inc.**

By: _____
Name: J. Todd Inman
Title: Secretary
Date:

DocuSigned by:
Dean Merriott
By: _____
Name: Dean Merriott
Title: Government Major Account Manager
Date: 9/14/2021 | 5:50 PM PDT

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