



**AMENDMENT NUMBER NINE  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-13010282  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
PITNEY BOWES, INC.  
FOR MAILING EQUIPMENT, SUPPLIES & MAINTENANCE**

This Agreement hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 hereinafter "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 hereinafter referred to as "Contract"; and

**WHEREAS**, Parties amended Contract as Amendment One to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Parties renewed Contract as Amendment Two for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Parties renewed Contract as Amendment Three for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, Parties renewed Contract as Amendment Four to reflect revised Price Book effective 4/1/2015 to referenced Amendment Six (6) of Contract WSCA/NASPO ADSPO11-00000411-7; and

**WHEREAS**, Parties amended Contract as Amendment Five to reflect revised Price Book effective 10/28/2015 via PB web portal referred hereto as Change Order #Eighteen (18) of Contract WSCA/NASPO; and

**WHEREAS**, Parties amended Contract as Amendment Six to extend term effective 10/12/2016 thru and including 1/11/2017; and

**WHEREAS**, Parties amended Contract as Amendment Seven to extend term effective 1/12/2017 thru and including 4/11/2017; and

**WHEREAS**, Parties amended Contract as Amendment Eight to extend term effective April 12, 2017 through and including July 11, 2017; and

**WHEREAS**, the County desires to amend Contract to extend term effective July 12, 2017 through and including October 11, 2017; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Contract to extend term effective July 12, 2017 thru and including October 11, 2017 and reference Amendment No. 11 of WSCA/NASPO ADSP011-00000411-7 attached herein; and
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PITNEY BOWES, INC.\*

Arthur E. Adams, Jr. Director, Government Contract Compliance  
Print Name Title

[Signature] 6/29/2017  
Signature Date

Print Name Title

Signature Date

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott Deputy Purchasing Agent

Print Name Title

DocuSigned by: Grace Scott 6/30/2017

E2D2A747D80D48C... Signature Date

**ATTACHMENT**

**WSCA/NASPO ADSPO11-00000411-7**

**Amendment #11**

**(Effective July 12, 2017)**



# Contract Amendment

Contract No.: ADSP011 - 00000411-7

Amendment No.: ELEVEN (11)

PAGE  
1 OF 1

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR:**

Pitney Bowes  
3001 Summer Street  
Stamford, CT 06926

**CONTACT:** Art Adams  
**PHONE:** 203-351-7866  
**EMAIL:** art.adams@pb.com

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Christopher Lacey  
**PHONE:** 602.542.7165  
**EMAIL:** christopher.lacey@azdoa.gov

### WSCA/NASPO Mailing Equipment, Supplies and Maintenance Arizona Participating Agreement


Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6 the above Contract shall be extended for an additional ninety days beginning July 12, 2017 to October 11, 2017.


ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

  
Signature 6/22/17  
Date

  
Signature 6/22/17  
Date

\_\_\_\_\_  
Arthur E. Adams, Jr.

\_\_\_\_\_  
Christopher Lacey

\_\_\_\_\_  
Director, Government Contract Compliance  
Printed/Typed Name and Title

\_\_\_\_\_  
State Wide Procurement Manager  
Printed/Typed Name and Title



**AMENDMENT NUMBER EIGHT  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-13010282  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
PITNEY BOWES, INC.  
FOR MAILING EQUIPMENT, SUPPLIES & MAINTENANCE**

This Agreement hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 hereinafter "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 hereinafter referred to as "Contract"; and

**WHEREAS**, Parties amended Contract as Amendment One to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Parties renewed Contract as Amendment Two for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Parties renewed Contract as Amendment Three for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, Parties renewed Contract as Amendment Four to reflect revised Price Book effective 4/1/2015 to referenced Amendment Six (6) of Contract WSCA/NASPO ADSPO11-00000411-7; and

**WHEREAS**, Parties amended Contract as Amendment Five to reflect revised Price Book effective 10/28/2015 via PB web portal referred hereto as Change Order #Eighteen (18) of Contract WSCA/NASPO; and

**WHEREAS**, Parties amended Contract as Amendment Six to extend term effective 10/12/2016 thru and including 1/11/2017; and

**WHEREAS**, Parties amended Contract as Amendment Seven to extend term effective 1/12/2017 thru and including 4/11/2017; and

**WHEREAS**, the County desires to amend Contract to extend term effective April 12, 2017 through and including July 11, 2017; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Contract to extend term effective April 12, 2017 thru and including July 11, 2017 to referenced Amendment No. 10 of WSCA/NASPO ADSPO11-00000411-7 attached herein; and
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PITNEY BOWES, INC.\*

Arthur E. Adams, Jr. Director Government Contract Compliance  
Print Name Title

[Signature] 3/23/2014  
Signature Date

Print Name Title

Signature Date

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott Deputy Purchasing Agent

Print Name Title

DocuSigned by: Grace Scott 3/29/2017

Signature Date


**ATTACHMENT**

**WSCA/NASPO ADSPO11-00000411-7**

**Amendment #10**

**(Effective 04/12/2017)**



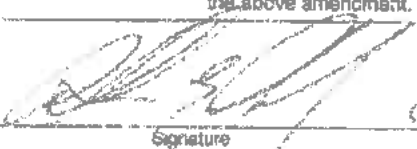

	<b>Contract Amendment</b>		State of Arizona State Procurement Office 100 N. 15 <sup>TH</sup> Avenue, Suite 201  Phoenix, AZ 85007
	Contract No.: ADSPO11 - 00000411-7		PAGE 1 OF 1
	Amendment No.: TEN (10)		

<b>CONTRACTOR:</b> Pitney Bowes 3001 Summer Street Stamford, CT 06928  <b>CONTACT:</b> Art Adams <b>PHONE:</b> 203-351-7866 <b>EMAIL:</b> art.adams@pb.com	<b>STATE AGENCY:</b> AZ Department of Administration State Procurement Office 100 N 15 <sup>th</sup> Avenue, Suite 201 Phoenix, AZ 85007  <b>CONTACT:</b> Christopher Lacey <b>PHONE:</b> 602.542.7165 <b>EMAIL:</b> christopher.lacey@azdopa.gov
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**WSCA/NASPO Mailing Equipment, Supplies and Maintenance  
Arizona Participating Agreement**

Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6, the above Contract shall be extended for an additional ninety days beginning April 12, 2017 to July 11, 2017.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State
	
5/22/2017 Date	3-23-17 Date
_____ Arthur E. Adams Jr. Director, Government Contract Compliance Printed/Typed Name and Title	_____ Christopher Lacey State Wide Procurement Manager Printed/Typed Name and Title



**AMENDMENT NUMBER SEVEN  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-13010282  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
PITNEY BOWES, INC.  
FOR MAILING EQUIPMENT, SUPPLIES & MAINTENANCE**

This Agreement hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 hereinafter "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 hereinafter referred to as "Contract"; and

**WHEREAS**, Parties amended Contract as Amendment One to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Parties renewed Contract as Amendment Two for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Parties renewed Contract as Amendment Three for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, Parties renewed Contract as Amendment Four to reflect revised Price Book effective 4/1/2015 to referenced Amendment Six (6) of Contract WSCA/NASPO ADSP011-00000411-7; and

**WHEREAS**, Parties amended Contract as Amendment Five to reflect revised Price Book effective 10/28/2015 via PB web portal referred hereto as Change Order #Eighteen (18) of Contract WSCA/NASPO; and

**WHEREAS**, Parties amended Contract as Amendment Six to extend term effective 10/12/2016 thru and including 1/11/2017; and

**WHEREAS**, the County desires to amend Contract to extend term effective 1/12/2017; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Contract to extend term effective 01/12/2017 thru and including 04/11/2017 to referenced Amendment No. 9 of WSCA/NASPO ADSP011-00000411-7 attached herein; and
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PITNEY BOWES, INC.\*

Arthur E. Adams, Jr. Director, Government Contract Compliance  
Print Name Title

[Signature] 11/30/2016  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott Deputy Purchasing Agent  
Print Name Title


[Signature] 12/8/2016  
Signature Date

**ATTACHMENT**

**WSCA/NASPO ADSP011-00000411-7**

**Amendment #9**

**(Effective 01/12/2017)**

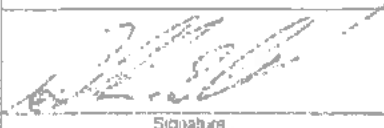



	<b>Contract Amendment</b>		State of Arizona State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 201  Phoenix, AZ 85007
	Contract No.: ADSP011 - 00000411-7	PAGE 1 OF 1	
	Amendment No.: NINE (9)		

<b>CONTRACTOR:</b> Pilney Bowes 3001 Summer Street Stamford, CT 06926  <b>CONTACT:</b> Art Adams <b>PHONE:</b> 203-351-7866 <b>EMAIL:</b> art.adams@pb.com	<b>STATE AGENCY:</b> AZ Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 201 Phoenix, AZ 85007  <b>CONTACT:</b> Christopher Lacey <b>PHONE:</b> 602.542.7165 <b>EMAIL:</b> christopher.lacey@azdoa.gov
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**WSCA/NASPO Mailing Equipment, Supplies and Maintenance  
Arizona Participating Agreement**

Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6, the above Contract shall be extended for an additional ninety days beginning January 12, 2017 to April 11, 2017.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State	
Contractor hereby acknowledges receipt and understanding of the above amendment	The above referenced contract amendment is hereby executed this date by the State
 Signature	 Signature
 Date	 Date
<u>Arthur E. Adams Jr</u> Director, Government Contract Compliance Printed/Typed Name and Title	<u>Christopher Lacey</u> State Wide Procurement Manager Printed/Typed Name and Title



**AMENDMENT NUMBER SIX  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-13010282  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
PITNEY BOWES, INC.  
FOR MAILING EQUIPMENT, SUPPLIES & MAINTENANCE**

This Agreement hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Pitney Bowes, Inc. with a place of business at 1 Blmcroft Rd, Stamford, CT 06926-0700 hereinafter "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 hereinafter referred to as "Contract"; and

**WHEREAS**, Parties amended Contract as Amendment One to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Parties renewed Contract as Amendment Two for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Parties renewed Contract as Amendment Three for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, Parties renewed Contract as Amendment Four to reflect revised Price Book effective 4/1/2015 to referenced Amendment Six (6) of Contract WSCA/NASPO ADSPO11-00000411-7; and

**WHEREAS**, Parties amended Contract as Amendment Five to reflect revised Price Book effective 10/28/2015 via PB web portal referred hereto as Change Order #Eighteen (18) of Contract WSCA/NASPO; and

**WHEREAS**, the County desires to amend Contract to extend term effective 10/12/2016; and


**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Contract to extend term effective 10/12/2016 thru and including 01/11/2017 to referenced Amendment No. 8 of WSCA/NASPO ADSPO11-00000411-7 attached herein; and
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PITNEY BOWES, INC.:

Arthur E. Adams Jr	Director, Government Contract Compliance
_____ Print Name	_____ Title
 _____ Signature	<u>8/23/2016</u> _____ Date

_____ Print Name	_____ Title
_____ Signature	_____ Date


*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott	Deputy Purchasing Agent
_____ Print Name	_____ Title
 _____ Signature	<u>8/26/2016</u> _____ Date

**ATTACHMENT**

**WSCA/NASPO ADSP011-00000411-7**

**Amendment #8**

**(Effective 10/12/2016)**





# Contract Amendment

State of Arizona  
State Procurement Office

Contract No.. ADSPO11 - 00000411-7

100 N 15<sup>th</sup> Avenue Suite 201

Amendment No..EIGHT (8)

PAGE:  
1 OF 1

Phoenix, AZ 85007

**CONTRACTOR:**

Piney Bowes  
3001 Summer Street  
Stamford, CT 06426

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Art Adams

**PHONE:** 203-351-7806

**EMAIL:** art.adams@pb.com

**CONTACT:** Christopher Lacey

**PHONE:** 602.542.7185

**EMAIL:** christopher.lacey@azdca.gov

### WSCA/NASPO Mailing Equipment, Supplies and Maintenance Arizona Participating Agreement

Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6, the above Contract shall be extended for an additional ninety days beginning October 12, 2016 to January 11, 2017.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

  
Signature Date 8-15-2016

  
Signature Date 8-16-16

Arthur Adams Jr.

Christopher Lacey

Details: Government Contract Compliance  
Printed/Typed Name and Title

State Wide Procurement Manager  
Printed/Typed Name and Title



**AMENDMENT NUMBER FIVE  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-13010282  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
PITNEY BOWES, INC.  
FOR MAILING EQUIPMENT, SUPPLIES & MAINTENANCE**

This Agreement hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 hereinafter "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 hereinafter referred to as "Contract"; and

**WHEREAS**, Parties amended Contract as Amendment One to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Parties renewed Contract as Amendment Two for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Parties renewed Contract as Amendment Three for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, Parties renewed Contract as Amendment Four to reflect revised Price Book effective 4/1/2015 to referenced as Amendment Six (6) of Contract WSCA/NASPO ADSP011-00000411-7; and

**WHEREAS**, the County desires to amend the Contract to reflect revised Price Book effective 10/28/2015; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Contract to reflect a revised Price Book via PB web portal referred hereto as Change Order #Eighteen (18) of Contract WSCA/NASPO ADSP011-00000411-7;
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PITNEY BOWES, INC.\*

Arthur E. Adams Jr. Director, State and Local Contracts  
Print Name Title

[Signature] November 19, 2015  
Signature Date

Print Name Title

Signature Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott Deputy Purchasing Agent  
Print Name Title

[Signature] 11/30/2015  
Signature Date

**ATTACHMENT**

**WSCA/NASPO ADSPO11-00000411-7**

**CHANGE ORDER #18**

**(Effective 10/28/2015)**



## Contract Change Order Summary

Contract No.: ADSP012-018487

Change Order No.: 18

Date: October 28, 2015

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Pursuant to the WSCA/NASPO Master Price Agreement, Amendment Eighteen (18) and as allowed by the State of Arizona Participating Addendum, Paragraph 5.1 Amendments, the following revision shall be allowed:

Amendment Eighteen (18) to the WSCA/NASPO Master Price Agreement reflecting the price updates and equipment list known as "*WSCA NASPO Updated Pricelist 10.28.2015*" and the *SendSuite tracking Online*" shall be incorporated into the above referenced this State of Arizona Participating Addendum.

The specific revisions are as follows:

1. Pricing update to reflect current MSRP but all category discount percentages remain as per contract
2. Replacement of our DI Series tabletop line with the Relay Series. Basically a re-branding with some feature enhancements.
3. Deletion of obsoleted products and replacement where applicable with new models.
4. Addition of our SendSuite Tracking Online subscription, an online subscription variation of the tracking solutions we already had on contract. Since this is an online version the attached "SendSuite Tracking Online.doc" needs to be incorporated as it represents terms and conditions that apply to this subscription.
5. Addition of "Ship a Package" subscription availability for new Connect+ orders. This allows clients to meet the new USPS IMPB requirements.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**  
**ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.**



**AMENDMENT NUMBER FIVE  
TO REGIONAL COOPERATIVE AGREEMENT (RCA)  
CONTRACT MA-017-13010282  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
PITNEY BOWES, INC.  
FOR MAILING EQUIPMENT, SUPPLIES & MAINTENANCE**

This Agreement hereinafter referred to as "Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 hereinafter "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 hereinafter referred to as "Contract"; and

**WHEREAS**, Parties amended Contract as Amendment One to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Parties renewed Contract as Amendment Two for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Parties renewed Contract as Amendment Three for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, Parties renewed Contract as Amendment Four to reflect revised Price Book effective 4/1/2015 to referenced as Amendment Six (6) of Contract WSCA/NASPO ADSP011-00000411-7; and

**WHEREAS**, the County desires to amend the Contract to reflect revised Price Book effective 10/28/2015; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Amend Contract to reflect a revised Price Book via PB web portal referred hereto as Change Order #Eighteen (18) of Contract WSCA/NASPO ADSP011-00000411-7;
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

PITNEY BOWES, INC.\*

Arthur E. Adams Jr. Director, State and Local Contracts  
Print Name Title

[Signature] November 19, 2015  
Signature Date

Print Name Title

Signature Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President*

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott Deputy Purchasing Agent  
Print Name Title

[Signature] 11/30/2015  
Signature Date

**ATTACHMENT**

**WSCA/NASPO ADSP011-00000411-7**  
**CHANGE ORDER #18**  
(Effective 10/28/2015)





## Contract Change Order Summary

Contract No.: ADSP012-015487

Change Order No.: 18

Date: October 28, 2015

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Pursuant to the WSCA/NASPO Master Price Agreement, Amendment Eighteen (18) and as allowed by the State of Arizona Participating Addendum, Paragraph 5.1 Amendments, the following revision shall be allowed:

Amendment Eighteen (18) to the WSCA/NASPO Master Price Agreement reflecting the price updates and equipment list known as "*WSCA NASPO Updated Pricelist 10.28.2015 and the Sendsuite tracking Online*" shall be incorporated into the above referenced this State of Arizona Participating Addendum.

The specific revisions are as follows:

1. Pricing update to reflect current MSRP but all category discount percentages remain as per contract
2. Replacement of our DI Series tabletop line with the Relay Series. Basically a re-branding with some feature enhancements.
3. Deletion of obsoleted products and replacement where applicable with new models.
4. Addition of our SendSuite Tracking Online subscription, an online subscription variation of the tracking solutions we already had on contract. Since this is an online version the attached "SendSuite Tracking Online.doc" needs to be incorporated as it represents terms and conditions that apply to this subscription.
5. Addition of "Ship a Package" subscription availability for new Connect+ orders. This allows clients to meet the new USPS IMPB requirements.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

### ACKNOWLEDGEMENT AND AUTHORIZATION

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.**



**Amendment Number Four  
To Contract MA-017-13010282  
For Mailing Equipment, Supplies & Maintenance**

This AMENDMENT Number Four, to Contract MA-017-13010282 (hereinafter "Amendment") is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter "County") and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 (hereinafter "Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 (hereinafter referred to as "Contract"); and

**WHEREAS**, Amendment One was issued to add Exhibit I; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Amendment Two was issued to renew the contract for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, Amendment Three was issued to renew the contract for two additional years effective 10/12/2014 thru and including 10/11/2016; and

**WHEREAS**, the Contractor desires to amend the contract to reflect revised Price Book effective 4/1/2015 and incorporate Amendment six (6) of Contract WSCA/NASPO ADSP011-00000411-7; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Contract MA-017-13010282 is amended to reflect revised Price Book effective 4/1/2015 via PB web portal; and incorporate Amendment six (6) of Contract WSCA/NASPO ADSP011-00000411-7 attached herein to MA-017-13010282;
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Pitney Bowes Inc.\*

Arthur E. Adams Jr Director, State and Local Contracts  
Print Name Title  
[Signature] 3/27/2015  
Signature Date

\_\_\_\_\_  
Print Name Title  
\_\_\_\_\_  
Signature Date

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

County of Orange, a political subdivision of the State of California

Grace Scott Procurement Contract Specialist  
Print Name Title  
[Signature] 4/1/2015  
Signature Date



## Contract Amendment

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No.: ADSP011-00000411-7

PAGE  
1 OF 1

Amendment No.: SIX (06)

**CONTRACTOR:**

Pitney Bowes  
One Elmcroft Road  
Stamford, CT 06926

**CONTACT:** Bill Walter

**PHONE:** 480-206-2984

**EMAIL:** bill.walter@pb.com

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Della Walters

**PHONE:** 602.542.9125

**EMAIL:** Della.Walters@azdoa.gov

### WSCA MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE MASTER AGREEMENT

In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments is hereby amended as follows:

1. There shall be a discounted fixed daily rate for performing authorized design, integration, implementation and service during normal business hours. The daily rate will be discounted against the approved hourly rate for normal business hours as set forth in the Master Agreement, as amended.
2. Inclusion of an updated price and equipment list (WSCA-NASPO\_PB-MPA Price Book 03.05.15) is incorporated – see *Attachments*.

Regarding PC's and Printers: Section 2.5 of the Master Agreement, as cited below, is applicable to the updated price and equipment list included in this Amendment (Amendment 06).

**2.5 Excluded Items:**

PC computers



Printers – Non-special printers. Please see section 2.6.1.1 titled Printers

If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted

- 2.6.1.1 Printers – the only printers allowed for purchase through this solicitation are special printers whose sole use is tied to mail room equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mail room equipment system or as a product replacement from a purchase from this or a previous contract.

3. Inclusion of an updated WSCA DMT Changes Adds Remove document – See *Attachments*.
4. Inclusion of an updated Authorized Dealers/Partners/Sales and Service Provider List – see *Attachments*.
5. Inclusion of an updated Key Personnel listing – see *Attachments*.
6. Addition of Exhibit E – List of Software Agreements – see *Attachments*.

All other terms, conditions and provisions remain unchanged.

<p>This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.</p>	
<p>Contractor hereby acknowledges receipt and understanding of the above amendment</p>	<p>The above referenced contract amendment is hereby executed this date by the State.</p>
<p> 3/10/2015</p> <p>Signature Date</p>	<p> 3/10/2015</p> <p>Signature Date</p>
<p>Arthur E. Adams Jr.</p> <p>Director, State and Local Contracts</p> <p>Printed/Typed Name and Title</p>	<p>Printed/Typed Name and Title</p>

ADSPO11-00000411-7 AMENDMENT 6

INCLUSION

WSCA-NASPPO\_PB-MPA Price Book 03.05.15

Available for County of Orange to Download via PB Portal below

EFFECTIVE 04/01/2015

<http://www.pitneybowes.com/us/state-and-local-government-solutions/states/california.html>

**ADSPO11-00000411-7 AMENDMENT 6**

**INCLUSION**

**Inclusion of an updated WSCA DMT Changes Adds Remove Document**

**Available for County of Orange to Download via County of Orange  
CAPS+**

**ADSPO11-00000411-7 AMENDMENT 6**

**INCLUSION**

**Updated Authorized Dealers/Partners/Sales and Service Provider List**

**Available for County of Orange to Download via County of Orange  
CAPS+**





# Offeror Response Form – Key Personnel

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

UPDATED 12/15/2014 – Amendment 6

Description: **Mailing Equipment, Supplies and Maintenance**

## 1. Key Personnel

Contractor shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the Contract. Contractor shall assign specific individuals to key positions in support of the Contract. Once assigned to work under the Contract, Key Personnel shall not be removed or replaced without the prior written approval of the lead State. As requested by the lead State, Contractor shall remove and/or replace Key Personnel from performance under the Contract. Key Personnel shall include; the name of Key Personnel; their relevant qualifications and experience; their specific responsibilities under the Contract; and all contact data including telephone number(s) and e-mail address.

### 1.1. Key Personnel (Contract Contact)

Name: Arthur E. Adams Jr.

Telephone No.: 203-351-7866

E-Mail: art.adams@pb.com

Mailing Address: 3001 Summer Street

City: Stamford

State: Connecticut Zip: Offeror 06926-0700

Contract Responsibility: Negotiation of Master Agreement and individual State Participating Addenda: 35 years of Industry Experience; Responsible for current WSCA EPS050076-A2-2 and NASPO OFF22 Master Agreements and Participating Addenda Contracts Language

### 1.2. Key Personnel (Ordering – New Customers and Escalation Issues - Authorized Dealer Sales and Service Representatives)

Name: Bill Walter

Telephone No.: 480-206-2984

E-Mail: Bill.Walter@pb.com

Mailing Address: 3001 Summer Street, MSC 1C-305

City: Stamford

State: CT Zip: 06926

Contract Responsibility: Director Government Sales - Western Region; responsible for oversight and training of local direct sales force, authorized sales and service providers, customer relations and issue resolutions.

Name: Francie Coffey

Telephone No.: 213-256-1917

E-Mail: Francie.coffey@pb.com

Mailing Address: PO Box 13447

City: Oklahoma City

State: OK Zip: 73113

Contract Responsibility: Director Government Sales – Central Region; responsible for oversight and training of local direct sales force, authorized sales and service providers, customer relations and issue resolutions.



# Offeror Response Form – Key Personnel

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

UPDATED 12/15/2014 – Amendment 6

Description: **Mailing Equipment, Supplies and Maintenance**

Name: Eric Schmude

Telephone No.: 804-496-6912

E-Mail: eric.schmude@pb.com

Mailing Address: 3001 Summer Street, MSC 1C-305

City: Stamford

State: CT Zip: 06926

Contract Responsibility: Director Government Sales - Eastern Region; responsible for oversight and training of local direct sales force, authorized sales and service providers, customer relations and issue resolutions.

### 1.3. Key Personnel (Billing – Current Customers)

Name: Brenda Bellile

Telephone No.: 920-882-3447

E-Mail: brenda.bellile@pb.com

Mailing Address: 2225 American Dr.

City: Neenah

State: Wisconsin Zip: 54956

Contract Responsibility: Site Leader/Billing Director for our Appleton, Wisconsin Customer Operations oversees billing, collections and contract support related to the government customer's specialized needs

### 1.4. Key Personnel (Customer Service – Service Problems, Outages, SLA Issues)

Name: Pam Edgerton

Telephone No.: 509-363-3694 x 5183

E-Mail: pam.edgerton@pb.com

Mailing Address: Pitney Bowes - STE 3000

1313 Atlantic

City: Spokane

State: WA Zip: 99901

Contract Responsibility: Operations Center Supervisor supports all aspects of service for the field customer service technicians and managers



## Offeror Response Form – Key Personnel

STATE OF ARIZONA

Agency: Arizona Department of Administration  
State Procurement Office

Customer: WSCA/NASPO participating states; AZ  
Statewide (state agencies & cooperative partners)

UPDATED 12/15/2014 – Amendment 6

Description: **Mailing Equipment, Supplies and Maintenance**

### 1.5. Key Personnel (Escalation Issues - Authorized Dealer Sales and Service Representatives)

Primary Contact Name: John Forbes

Telephone No.: 203-796-5965

E-Mail: John.forbes@pb.com

Mailing Address: 27 Waterview Drive

City: Shelton

State: CT Zip: 06484-4705

Contract Responsibility: Director of Business Development providing Pitney Bowes Dealer Channel sales support

Alternate Contact Name: Maureen Gervais

Telephone No.: 203-922-4305

E-Mail: Maureen.gervais@pb.com

Mailing Address: 27 Waterview Drive

City: Shelton

State: CT Zip: 06484-4705

Contract Responsibility: Director, Dealer Operations responsible for governance and business processing for Pitney Bowes Dealer Channel.

### 1.6. Key Personnel (Escalation Issues - Authorized Service Representatives)

Name: Bill Corley

Telephone No.: 203-749-1916

E-Mail: bill.corley@pb.com

Mailing Address: 3001 Summer Street.

City: Stamford

State: CT Zip: 06926

Contract Responsibility: Global Service Planning Business Manager supporting PBI Mailing Customer Care Operations and sub-contracted independent service providers.

### 1.7. Key Personnel (Escalation Issues – Administrative Fees and Reporting)

Name: Chris Huber

Telephone No.: 866-800-7267

E-Mail: chris.huber@pb.com

Mailing Address: 3001 Summer Street.

City: Stamford

State: CT Zip: 06926

Contract Responsibility: Responsible for overseeing Reporting and Administrative Fee calculation and payment.

Pitney Bowes Inc.

End User License Agreements (“EULA”) / Software Licenses

**Pitney Bowes MAILING, FOLDING / INSERTING, ADDRESSING, PACKAGE TRACKING / SHIPPING EQUIPMENT PRODUCTS:**

**1) BM EULA SMA Accounting for Mailing Machines Business Manager Products**

*This agreement is used for Postage Accounting Products that provide end users the ability to accurately account for all postage processed through their mailing systems. These solutions eliminate time and error issues associated with manually tracking postage costs to agencies via an automated postage accounting solution.*

**2) PBDS SLMA January 2010: Sendsuite / Ascent Products**

*This agreement is used for Distribution Solutions Products that provide end users the ability to rate, ship and track letters, parcels and packages from carriers like USPS, UPS, FedEx etc. These solutions provide the agencies postage and carrier cost savings by comparing different carrier rates that are based on size, weight and delivery dates.*

**3) PBDS SLMA January 2010: Arrival Package Tracking Products**

*This agreement is used for Mail Tracking Software Products that allows end users to track First-Class and Standard-Class mail and view online reports that show where such mail is in the mail stream and when it's been delivered. These solutions allow agencies to track all mail put into the USPS mail stream from point of mailing to point of delivery.*

**4) Sendsuite Live Software License / Maintenance Agreement: Sendsuite Live Products**

*This agreement is used for high volume integrated shipping systems that process outgoing packages and parcels.*

**5) Eula-addressright pro US- 06-15-07 click wrap license i0069016, Smartmailer clickwrap eula, and PB first master software license agreement-- form c0021240: Addressing Products**

*This agreement is used for High Volume Tabletop Inserters when combined with Address Cleansing Software Products that allows end users to cleanse address databases to ensure the correct delivery address is assigned, and can also provide the agencies USPS postal discount savings for qualified pieces mailed.*

**DMT PRODUCTS Include High Volume Console Inserting or Sorting Solutions:**

**DMT Inserters Production Category - no products in this category require software license**

**DIRECT CONNECT software is embedded in and is a perpetual license granted when equipment purchased.**

**IntelliLink Software may be required in certain cases.**

**DMT Folder Inserters Production Category - all DMT software is imbedded in the hardware / RD License agreement DC Verify and DF Works require New Master Software License Agreement.**

**DMT Software License& Subscription Category - any DMT product codes beginning with RD, SL or SR the software licenses are imbedded in the hardware**

**(Imbedded) Software License Maintenance Agreement (I010046) rev 06 30**

**Master Software License Agreement may apply. Reseller agreement DPV LACS license may apply for certain types of sorters.**

**DMT Presorting Equipment Category - software licenses required / SD-SR-SI License agreement**

**(Imbedded) Software License Maintenance Agreement (010046) rev 06.30**

**Reseller Agreement DPV LACS license may apply for certain types of sorters.**



**Amendment Number Three  
To Contract MA-017-13010282  
For Mailing Equipment, Supplies & Maintenance**

This AMENDMENT Number Three, to Contract MA-017-13010282 (hereinafter "Amendment") is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter "County") and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 (hereinafter "Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 (hereinafter referred to as "Contract"); and

**WHEREAS**, Amendment One was issued to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, Amendment Two was issued to renew the contract for one additional year effective 10/12/2013 thru and including 10/11/2014; and

**WHEREAS**, the County desires to renew the contract for two additional years effective 10/12/2014 pursuant to WSCA ADSP011-00000411-7 contract extension; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

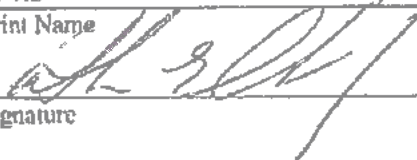
1. Contract MA-017-13010282 is renewed for two additional years, effective 10/12/2014 through and including 10/11/2016.
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Pitney Bowes Inc.\*

Arthur E. Adams Jr.	DIRECTOR, STATE AND LOCAL CONTRACTS
Print Name	Title
	9/10/2014
Signature	Date
Print Name	Title

Signature	Date

**\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**


**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

\*\*\*\*\*

County of Orange, a political subdivision of the State of California


Grace Scott	Procurement Contract Specialist
Print Name	Title
	9/12/2014
Signature	Date

SUB-DELEGATION AUTHORITY

The individuals with the titles listed below are authorized to delegate any part of their authority in writing to other individuals for *single transactions or scheduled absences*. This authority cannot be further delegated down.

Vice President Finance, Pitney Bowes Inc.  
Vice President and President, Pitney Bowes Mailing, North America  
Vice President, Finance, Global SMB Solutions  
Vice President & General Manager, Core Mailing  
Vice President, Channel Marketing  
Vice President, Global Client Care  
Vice President, Client Care, Americas  
Vice President, Global Product Management, SMB Core Mailing  
President, Secop USA, VP North American Dealer Operations

This delegation of authority is valid until it is revoked in writing.

  
-----  
Mark Shearer  
Executive Vice President and President  
Pitney Bowes SMB Mailing Solutions

**SIGNATURE AUTHORITY DELEGATION**  
**PITNEY BOWES MAILING, NORTH AMERICA**

I delegate the authority to sign U.S. customer contracts on behalf of the Pitney Bowes Mailing, North America division as well as any other documents needed to fulfill the contract, to the individuals with the titles listed below. This delegation is limited to signing contracts and related documents that comply with all applicable laws, regulations, corporate policies, business unit guidelines, and risk matrices and policies.

**PITNEY BOWES MAILING, NORTH AMERICA (U.S. ONLY), INCLUDING CLIENT CARE, AND MULTI-VENDOR SERVICES ("MVS")**

Vice President Finance, Pitney Bowes Inc. - All amounts  
Vice President and President, Pitney Bowes Mailing, North America - All amounts  
Vice President, Finance, Global SMB Solutions - All amounts  
Director III Financial Planning & Analysis, Pitney Bowes Mailing, North America - All amounts  
Director Decision Support, Pitney Bowes Mailing, North America - All amounts

**PITNEY BOWES MAILING, NORTH AMERICA (U.S. ONLY), INCLUDING CLIENT CARE**

Vice President & General Manager, Core Mailing - All amounts  
Vice President, Channel Marketing - All amounts  
Director, State and Local Contracts - (for all WSCA NASPO related agreements only) - All amounts  
District Directors - (for Pitney Bowes Inc. form non-disclosure agreements only)

**CLIENT CARE AND MVS**

Vice President, Global Client Care (for Client Care and MVS only) - All amounts  
Vice President, Client Care, Americas (for Client Care and MVS only) - All amounts  
Vice President, Enterprise Service Solutions Client Care - (for Client Care Enterprise Service Solutions only) - All amounts  
Director, U.S. Print Multi-Vendor Services Client Relationship (for nondisclosure agreements and letters of intent for MVS only) - All amounts  
Manager, Multi-Vendor Services, Spokane Customer Operations (for MVS only) - Contract values up to \$20,000

**SMB MAILING SOLUTIONS, CORE MAILING PRODUCT MANAGEMENT**

Vice President, Global Product Management, SMB Core Mailing - All amounts  
Director, Mail Center Solutions (for Quick Printers and Association Agreements only) - All amounts

**SECAP USA AND NORTH AMERICAN DEALER OPERATIONS**

President, Secap USA, VP North American Dealer Operations (for Secap USA and North American Dealer Operations only) - All amounts  
Director Business Development, North American Dealer Operations (for Dealer agreements only) - All amounts  
Manager, Customer Service Operations (for Dealer agreements only) - Contract values up to \$5,000





# Contract Amendment

Contract No.: ADSP011-00000411-7

PAGE  
1 OF 3

Amendment No.: Five (05)

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR:**  
Pitney Bowes  
One Elmcroft Road  
Stamford, CT 06926

**STATE AGENCY:**  
AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Bill Walter  
**PHONE:** 480-206-2094  
**EMAIL:** [bill.walter@pb.com](mailto:bill.walter@pb.com)

**CONTACT:** Della Walters  
**PHONE:** 602.542.9125  
**EMAIL:** [Della.Walters@azdoa.gov](mailto:Della.Walters@azdoa.gov)

## WSCA MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE MASTER AGREEMENT

1. In accordance with the Special Terms and Conditions, Paragraph 3.6 Contract Extensions, the Contract is extended for the period of October 12, 2014 to October 11, 2016.
2. WSCA Master Agreement Terms and Conditions for Section 2.5 Reports and the Special Terms and Conditions, Section 5. USAGE REPORTS AND ADMINISTRATIVE FEES are replaced with the revised wording:

### **Administrative Fees**

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee in the amount of one-half of one percent (.5%) of the total sales from this contract no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### **WSCA-NASPO Summary and Detailed Usage Reports**

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

3. Master Agreement Terms and Conditions for Section 3. Participation are replaced with the revised wording:
- 3.2 Participation.** Use of a WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state 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. In Arizona this Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

4. Master Agreement Terms and Conditions for Section 5. USAGE REPORTS AND ADMINISTRATIVE FEES are replaced with the revised wording:

- 5.1 Usage Reports.** Contractor agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by the Lead State and supplied to the Contractor. Individual participating states may require their own usage reports. Contractor shall provide these reports at the intervals, and in the format, required by the States.

**5.2.2 State of Arizona Administrative Fee**

Contractor shall pay an Administrative Fee to the State of Arizona in the amount of one percent (1%) of the total contract sales made in the State of Arizona. The Administrative Fee is the responsibility of the contractor. The Administrative Fee is calculated based on all sales transacted only by only the members of the State Purchasing Cooperative, under the contract, minus all taxes and any returns or credits, , and minus any shipping charges not already included in the unit prices. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers. Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.



The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within forty-five (45) days following the end of each calendar quarter. Usage Report shall be formatted as required, for more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at <https://spo.az.gov/statewide-contracts-administrative-fee> .

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall

reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

All other terms, conditions and provisions remain unchanged.

<b>This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State</b>	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
 Signature	 Signature
9/16/2014 Date	09/11/2014 Date
<u>Arthur J. Adams Jr.</u> Director, State and Local Contracts Printed/Typed Name and Title	<u>Delia A. Walters</u> Procurement Officer Printed/Typed Name and Title



**Amendment Number Two  
To Contract MA-017-13010282  
For Mailing Equipment, Supplies & Maintenance**

This AMENDMENT Number Two, to Contract MA-017-13010282 (hereinafter "Amendment") is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter "County") and Pitney Bowes, Inc. with a place of business at 1 Elmcroft Rd, Stamford , CT 06926-0700 (hereinafter "Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 (hereinafter referred to as "Contract"); and

**WHEREAS**, Amendment One was issued to add Exhibit 1; and underlying leases under MA-017-10010800 shall remain in full force and effect for the duration of the underlying term, subject to any termination provisions within such underlying lease; and

**WHEREAS**, the County desires to renew the contract for one additional year pursuant to WSCA ADSP011-00000411-7 contract extension; and

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

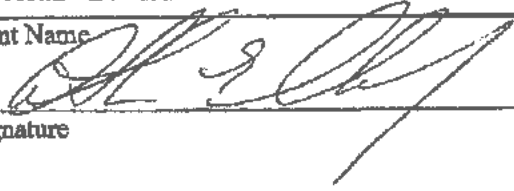
1. Contract MA-017-13010282 is renewed for one additional year, effective 10/12/2013 through and including 10/11/2014.
2. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

**Pitney Bowes Inc.\***

<b>Arthur E. Adams Jr.</b>	<b>Director, State and Local Contracts</b>
Print Name	Title
	8/29/2012
Signature	Date
_____ Print Name	_____ Title
_____ Signature	_____ Date

**\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

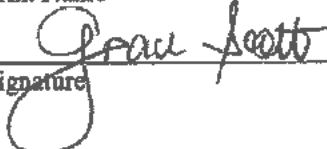
**The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.**


**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.**

**In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.**

\*\*\*\*\*

**County of Orange, a political subdivision of the State of California**

<b>Grace P Scott</b>	<b>Procurement Contract Specialist</b>
Print Name	Title
	9/3/2013
Signature	Date

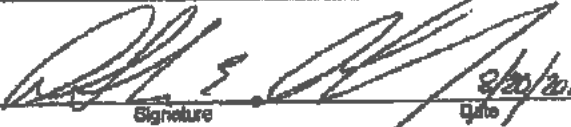

	<b>Contract Amendment</b>		State of Arizona State Procurement Office 100 N. 15 <sup>TH</sup> Avenue, Suite 201  Phoenix, AZ 85007	
	Contract No.: ADSP011-00000411-7			PAGE 1 OF 1
	Amendment No.: THREE (3)			

<b>CONTRACTOR:</b> Pitney Bowes One Elmcroft Road Stamford, CT 06928  <b>CONTACT:</b> Bill Walter <b>PHONE:</b> 480.206.2984 <b>EMAIL:</b> bill.walter@pb.com	<b>STATE AGENCY:</b> AZ Department of Administration State Procurement Office 100 N. 15 <sup>TH</sup> Avenue, Suite 201 Phoenix, AZ 85007  <b>CONTACT:</b> Della A. Walters <b>PHONE:</b> 602.642.9125 <b>EMAIL:</b> della.walters@azdoa.gov
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**WSCA/NASPO Mailing Equipment, Supplies and Maintenance  
Amendment to Master Agreement**

Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6.1 the above Contract shall be extended from October 12, 2013 to October 11, 2014.

**ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY**

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
 Signature	 Signature
8/20/2013 Date	08/22/2013 Date
_____ Arthur E. Adams Jr. Pitney Bowes Inc. Printed/Typed Name and Title	_____ Della A. Walters Procurement Supervisor Printed/Typed Name and Title

## CERTIFICATION

I, Patricia M. Johnson, Assistant Secretary of Pitney Bowes Inc., hereby certify that the following resolutions were duly adopted by the Board of Directors of Pitney Bowes Inc. at a meeting duly held on May 12, 2008, at which a quorum was present and acting throughout, and that such resolutions have not been amended and are in full force and effect as of the date executed below:

### All Customer Contracts (including government contracts)


RESOLVED, That with respect to any document that creates an obligation between the Company and any commercial or government customer, including any sale, lease, rental or service agreement, authority to sign on behalf of the Company is granted, to the following officers of the Company:

- Chief Executive Officer
- President
- Chief Operating Officer
- Chief Financial Officer

FURTHER RESOLVED, That in addition to the above-listed individuals, each elected officer of the Company with responsibility for managing a reporting segment of the Company's business as defined under the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (each, a "Reporting Segment Officer") shall be granted the authority to sign on behalf of the Company, solely with respect to such Reporting Segment Officer's reporting segment business, any document that creates an obligation between the Company and any commercial or government customer, including any sale, lease, rental or service agreement;

FURTHER RESOLVED, That each of the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, and each Reporting Segment Officer (each, an "Authorized Officer") acting singly, is hereby authorized: (i) to designate and empower, from time to time, either by name, title or job responsibility, those other officers and employees ("Designated Signatories") of the Company who shall have the authority to sign and otherwise act on behalf of the Company, either individually or jointly to the same extent as that of such Authorized Officer as that Authorized Officer shall prescribe; and (ii) to impose, from time to time, such limitations and conditions upon the authority of any such Designated Signatories as such Authorized Officer shall prescribe; *provided, however*, that each Authorized Officer shall only have authority to designate and empower those officers and employees who are

within the scope of such Authorized Officer's individual authority and responsibility within the Company.

  
Patricia M. Johnson

Dated: August 29, 2013

Stamford, Connecticut




PITNEY BOWES INC.

ASSISTANT SECRETARY CERTIFICATE

The undersigned duly appointed Assistant Secretary of Pitney Bowes Inc., a Delaware corporation (the "Corporation"), hereby certifies:

1. that Arthur Adams is an employee of the corporation and holds the title of Director, State and Local Contracts, as of the date hereof; and
2. that the attached delegation of authority noted as Exhibit A is a true and correct copy of such delegation and remains in effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this <sup>27<sup>th</sup></sup> day of August, 2013.

  
Patricia M. Johnson  
Assistant Secretary

**SIGNATURE AUTHORITY DELEGATION**  
**PITNEY BOWES MAILING, NORTH AMERICA**

I delegate the authority to sign U.S. customer contracts on behalf of the Pitney Bowes Mailing, North America division as well as any other documents needed to fulfill the contract, to the individuals with the titles listed below. **This delegation is limited to signing contracts and related documents that comply with all applicable laws, regulations, corporate policies, business unit guidelines, and risk matrices and policies.**

**PITNEY BOWES MAILING, NORTH AMERICA (U.S. ONLY), INCLUDING CUSTOMER CARE, MULTI-VENDOR SERVICES ("MVS"), DISTRIBUTION SOLUTIONS AND PRINT SOLUTIONS**

Group Financial Officer, Pitney Bowes Communications Solutions - All amounts  
Vice President and President, Pitney Bowes Mailing, North America - All amounts  
Vice President Finance, Global SMB - All amounts  
Vice President Finance, North America Mailing - All amounts

**PITNEY BOWES MAILING, NORTH AMERICA (U.S. ONLY), INCLUDING CUSTOMER CARE AND DISTRIBUTION SOLUTIONS**

Vice President & General Manager, Leasing, North America - All amounts  
Vice President, Field Channel Marketing - All amounts  
Director, State and Local Contracts (for all WSCA/NASPO related agreements only) - All amounts  
District Directors - (for Pitney Bowes Inc. form non-disclosure agreements only)

**CUSTOMER CARE, MVS AND PRINT SOLUTIONS**

Vice President, Global Customer Care (for Customer Care, MVS and Print Solutions only) - All amounts  
Vice President/General Manager, Field Product Support, Print Solutions, Multi-Vendor Services (for Customer Care Product Support, MVS and Print Solutions only) - All amounts  
Vice President, Enterprise Service Solutions Customer Care (for Customer Care Enterprise Service Solutions only) - All amounts  
Director, U.S. Print Multi-Vendor Services Client Relationship (for nondisclosure agreements and letters of intent for MVS only) - All amounts  
Manager, Multi-Vendor Services, Spokane Customer Operations (for MVS and Print Solutions maintenance agreements from referrals by Standard Register Corporation only) - Contract values up to \$20,000

**DISTRIBUTION SOLUTIONS**

Vice President & General Manager, Shipping & Transportation Management Solutions (TMS) (for Distribution Solutions only) - All amounts  
Director, Global Product Management, Distribution Solutions (for Distribution Solutions only) - All amounts

## SMALL AND MEDIUM BUSINESS SOLUTIONS

Vice President & General Manager, Small and Medium Business Solutions - All amounts  
Vice President, Business Development - All amounts

## SECAP USA AND NORTH AMERICAN DEALER OPERATIONS

President, Secap USA, VP North American Dealer Operations (for Secap USA and North American Dealer Operations only) - All amounts  
Director Marketing, Secap USA and North American Dealer Operations (for Secap USA and North American Dealer Operations only) - All amounts  
Director Business Development, North American Dealer Operations (for Dealer agreements only) - All amounts

## TrackMyMail, Quick Printers, and Association Agreements


President, Secap USA, Vice President North American Dealer Operations (for TrackMyMail, Quick Printers, and Association Agreements only) - All amounts  
National Conquest Director (for TrackMyMail, Quick Printers, and Association Agreements only) - All amounts

## SUB-DELEGATION AUTHORITY

The individuals with the titles listed below are authorized to delegate any part of their authority in writing to other individuals for *single transactions or scheduled absences*. This authority cannot be further delegated down.

Group Financial Officer, Pitney Bowes Communications Solutions  
Vice President and President, Pitney Bowes Mailing, North America  
Vice President Finance, North America Mailing  
Vice President Finance, U.S. Mailing  
Vice President & General Manager, Leasing, North America  
Vice President, Field Channel Marketing  
Vice President, Global Customer Care  
Vice President/General Manager, Field Product Support, Print Solutions, Multi-Vendor Services  
Vice President & General Manager, Shipping & Transportation Management Solutions  
Vice President & General Manager, Small and Medium Business Solutions  
President, Secap USA, VP North American Dealer Operations

This delegation of authority is valid until it is revoked in writing.

  
\_\_\_\_\_  
Mark Shearer  
Executive Vice President and President  
SMB Solutions

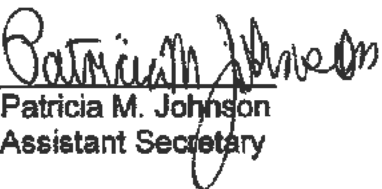
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC

ASSISTANT SECRETARY CERTIFICATE

The undersigned duly elected Assistant Secretary of Pitney Bowes Global Financial Services LLC, a Delaware corporation (the "Corporation"), hereby certifies:

1. that Arthur Adams holds the title of Director, State and Local Contracts, as of the date hereof; and
2. that the attached delegation of authority, noted as Exhibit A is a true and correct copy of such delegation and remains in effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 27<sup>th</sup> day of August, 2013.

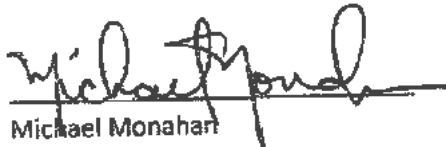
  
Patricia M. Johnson  
Assistant Secretary

DELEGATION OF AUTHORITY

The undersigned, as Sole Member of Pitney Bowes Global Financial Services LLC, hereby delegates to Arthur Adams, Director, State and Local Contracts, the authority to execute and deliver, on behalf of Pitney Bowes Global Financial Services LLC, any and all agreements, responses to solicitations and requests for proposals, certifications and/or other documents, in such form and substance as he may deem necessary or appropriate, required to enter into cooperative agreements with state and local government entities, including the Western State Contracting Alliance ("WSCA"), the National Association of State Procurement Officials ("NASPO"), and any participating addendum of a state or local government entity entered into in connection with either WSCA or NASPO.

Dated: July 28, 2011

PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC,  
by PITNEY BOWES INC., its Sole Member



Michael Monahan

Executive Vice President and Chief Financial  
Officer



**Amendment Number One  
To Contract MA-017-13010282  
For Mailing Equipment, Supplies & Maintenance**

This AMENDMENT Number One, to Contract MA-017-13010282 (hereinafter "Amendment") is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter "County") and Pitney Bowes Inc. with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700 (hereinafter "Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**WHEREAS**, County and Contractor entered into Contract MA-017-13010282 for Mailing Equipment, Supplies & Maintenance, commencing on October 1, 2012 and expiring on 10/11/2013 (hereinafter referred to as "Contract"); and

**WHEREAS**, the County desires to amend the Contract to add Exhibit 1.

**NOW THEREFORE**, in consideration of the mutual obligations set forth herein, both County and Contractor agree to amend the Contract as follows:

1. Exhibit 1 is attached hereto. Exhibit 1 is inherent to the language found in Attachment A, Scope of Work 9.12.3 under Legacy Maintenance, on a per quote basis. In addition, rented equipment(s), annual maintenance, and postage meter rentals included within the underlying subordinate agreements from expiring contract MA-017-10010800 shall continue to be effective under contract MA-017-13010282, until expiry of such subordinate agreements.

Rented equipment(s) included in Exhibit 1 maybe deleted/added as equipment rentals & their maintenance expires without amending the contract.

2. Underlying leases written under MA-017-10010800 will remain in full force and effect for the duration of the underlying lease term, subject to any termination provisions within such underlying lease.
3. All remaining terms and conditions of the original Contract and subsequent amendments, to the extent they are not modified herein, are incorporated by this reference as if fully set forth herein and shall remain in full force.

- Signature Page follows -

SIGNATURE PAGE

The parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

Pitney Bowes Inc.\*

Arthur E. Adams Jr. Director, State and Local Contracts

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date 9/28/2012

Print Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*  
County of Orange, a political subdivision of the State of California

Grace Scott PLS  
Print Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date 9/28/2012

\*\*\*\*\*

Exhibit 1

(See Separate Attachment)





**Regional Cooperative Agreement #MA-017-13010282**  
with  
**Pitney Bowes Inc.**  
for  
**Mailing Equipment, Supplies and Maintenance**

This Regional Cooperative Agreement (RCA) to provide Mailing Equipment, Supplies and Maintenance, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" with a place of business at 1300 S Grand Avenue, Bldg A, 2nd Fl, Santa Ana, CA 92705-4434 and Pitney Bowes Inc., with a place of business at 1 Elmcroft Rd, Stamford, CT 06926-0700; hereinafter referred to as "Contractor," which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Compensation and Payment
- Attachment C – WSCA/NASPO ADSPO11-00000411-7

**RECITALS**

WHEREAS, the WSCA/NASPO organization issued Contract ADSPO11-00000411-7 with Pitney Bowes Inc. for Mailing Equipment, Supplies and Maintenance; and

WHEREAS, the County desires to enter into a Contract with Contractor to provide the County with mailing equipment, supplies and maintenance; and

WHEREAS, Contractor is willing to provide mailing equipment, supplies and maintenance specified in this Contract and Attachment C;

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

"State of Arizona" and "State" as used in Attachment C shall mean County, its employees and authorized representatives for purposes of this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, prices quoted do not include California state sales and use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall be deemed complete unless notified in writing within 30 days after delivery. Payment shall be made in arrears.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from third party liability, loss, damage to tangible property and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts of the Contractor, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified by the Contractor through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and

hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, reasonable attorney's fees, costs and expenses.

- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor, except as designated in Attachment C, without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract upon written notice without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations. In the event that the Contract is terminated any underlying leases to the Contract will remain in full force and effect subject to the termination provisions within such underlying lease.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Insurance Provision:** Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the

insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

**Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and

information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** [Intentionally Omitted].
- Z. **Terms and Conditions:** The Parties to this Contract acknowledges that they have read and agree to all terms, conditions and Exhibits, as negotiated within this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, such approval shall not be unreasonably withheld, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure mailing equipment, supplies and maintenance from Contractor as further detailed in the Scope of Work, Attachment A.
2. **Contract Term:** This Contract shall commence upon execution of all necessary signatures, whichever occurs later, and continue to be effective 10/01/2012 through and including 10/11/2013, unless otherwise terminated by County. This Contract may be renewed, by mutual written agreement of both parties. Renewals may be contingent upon renewal of WSCA/NASPO ADSPO11-0000411-7. The County does not have to give a reason if it elects not to renew.
3. **Regional Cooperative Agreement (RCA):** This Regional Cooperative Agreements (RCA) issued by the County of Orange against WSCA are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County agencies/departments during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County agencies/departments shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements.
4. **WSCA/NASPO Rental Terms & Conditions - Option B, and Fair Market Value Lease (FMV) Terms & Conditions— Option C under Miscellaneous L12.3 shall be replaced in its entirety with the following:**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor or its affiliate Pitney Bowes Global Financial Services LLC ("PBGFS") without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

5. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, not including payroll and accounts payable/receivable records, and other papers or property of contractor directly related to this Contract, solely for the purpose of auditing or inspecting any aspect of performance under this contract. Contractor shall have the right to approve any third party auditor (including an authorized representative or private auditing firm), such approval not to be unnecessarily withheld or delayed. The inspection and/or audit will be confined to those matters connected with the performance of the contract.. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated by law.

Should the Contractor cease to exist as a legal entity, the contractor's records pertaining to this contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager. Under no circumstances will the County be allowed to view Contractor's supplier invoices. All costs of the audit shall be borne by the County.

6. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the



contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.

7. **Breach of Contract:** The failure of either Party to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the non-breaching Party may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Terminate the Contract immediately, pursuant to Section K herein;
  - b. Afford the breaching Party written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
  - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
10. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
11. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty, except for payment obligations.
12. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.

13. **Contractor Bankruptcy/Insolvency:** If either Party should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the insolvency, the other Party may terminate this contract.
14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
15. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract.
16. **Correspondence to Buyer - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing division to the attention of the assigned DPA. Correspondence not directed through the DPA for resolution will not be regarded as valid.

County of Orange  
County Procurement Office  
Attn: Grace Scott  
1300 S. Grand Ave., Bldg. A, 2nd Floor  
Santa Ana, CA 92705-4434

All correspondence to Contractor shall be directed as follows:

Pitney Bowes Inc  
Attention: Marcie Shelansky  
1 Elmcroft Rd  
Stamford, CT 06926-0700

With copies to:

Pitney Bowes Inc.  
Attn.: Arthur E. Adams Jr., Director State and Local Contracts  
1 Elmcroft Rd  
Stamford, CT 06926-0700

17. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
  - a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

18. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
19. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. The contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
20. **Equal Employment Opportunity: Equal Employment Opportunity –** Contractor shall comply with U.S. Executive Order 11426 entitled "Equal Employment Opportunity" as amended by executive order 11375, and as supplemented in department of Labor regulations (41 CFR, part 60) and applicable State of California regulations as either or both may now exist or be hereinafter amended. Employer must not discriminate against employee or applicant for employment, on the basis or race, color, national origin, or ancestry, religion, sex, marital status, political affiliation, physical or mental condition.

**Handicapped individuals –** Contractor agrees to comply with the provisions of section 504 of the rehabilitation act of 1973, as amended pertaining to prohibition of discrimination against qualified handicapped persons in all programs, and/or activities as detailed in regulations signed by the Secretary of DHHS effective June 3, 1997 and found in the Federal Register, Volume #42 No. 68, dated May 4, 1997, as all may now exist or be in the future amended.

**Americans with Disabilities (ADA) –** CONTRACTOR agrees to comply with applicable provisions of Title I of Americans with Disabilities Act enacted in 1990.

21. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty, except for payment obligations.
22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
24. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
25. **Order Dates:** Orders may be placed during the term of the contract even if delivery may not be made until after the term of the contract. Order dates take precedence over delivery dates. The contractor must clearly identify the order date on all invoices to County.
26. **Parking for Delivery Services:** The County of Orange will not provide free parking for delivery services.
27. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the attachments.
28. **Security – Youth Detention Facilities/Sheriff's Facilities: Background checks:**

All contractor personnel to be employed in performance of work under this contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the contract or prior to the use of any person subsequent to the contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department and/or Sheriff's Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this contract who has not received prior clearance from the Probation and/or Sheriff's Department. Neither the County, the Probation Department, nor the Sheriff's Department need give a reason clearance is denied.

**Performance Requirements:**

All Contractor's vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

**Contractor's employees shall NOT:**

- a. Give names or addresses to inmates;
- b. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
- c. Disclose the identity of any inmate to anyone outside the facility;
- d. Give any materials to inmates; or
- e. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

- a. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day;
- b. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
- c. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

**29. Compliance with County Information Technology Policies and Procedures:**

**Policies and Procedures:** Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Agreement. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Agreement and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Agreement. In addition to the foregoing, Contractor shall comply with the following:

- a. **Security and Policies:** All performance under this Agreement, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Agreement.
- b. **Information Access:** The County may require all Contractor personnel performing services under this Agreement to execute confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and

accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

- c. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
  - d. **Breach of Security:** Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Agreement and may be deemed an incurable and material breach of a material obligation of Contractor under this Agreement resulting in termination.
  - e. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
  - f. **Security Audits:** Each Agreement Year, Contractor may be requested to provide summaries of our most recent IT security audits/assessments that are directly associated with the Contractor's performance under the Contract.
30. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
31. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

- Signature Page Follows -

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Pitney Bowes Inc. \*

Arthur E. Adams Jr. Director, State and Local Contracts  
Print Name Title  
 Signature  
9/17/2012 Date

Print Name Title

Signature Date

\* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

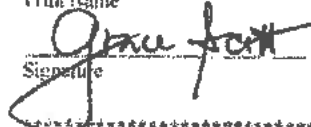
The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporation signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

\*\*\*\*\*

COUNTY OF ORANGE, a political subdivision of the State of California

Grace Scott Procurement Contract Specialist  
Print Name Title  
 Signature  
9/18/2012 Date

\*\*\*\*\*

**ATTACHMENT A**  
**Scope of Services**

**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE SERVICES**

**1. PRODUCTS LIST AND PRICING:**

- 1.1 Contractor shall provide online service detailing products & pricing. These products list and pricing will stay current and is searchable online.
- 1.2 Upload of current products list and pricing indicated in Exhibit 1(separate page) will be automatically extended to County as approved for WSCA/NASPO ADSP011-00000411-7.

**2. WARRANTY:**

- 2.1 All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the County. Any defects of design, workmanship, or materials shall be fully corrected by the contractor (including parts and labor) without cost to the County. This warranty shall include all maintenance required in the first 12 months. The written warranty shall be included with the delivered products to the using entity.

**3. ORDERING:**

- 3.1 Contractor shall provide mailing equipment, maintenance, and related services to various County agencies/departments. County agencies/departments shall place orders directly with the contractor. Contractor shall fill all orders/service requests placed by any County agency/department.
- 3.2 Contractor shall not charge the County for the first year maintenance costs with equipment purchased under this Contract.

**4. DELIVERY:**

- 4.1 All pricing is FOB: DESTINATION. No shipping charges will be authorized for payment for equipment or supplies ordered against this Contract. Any costs associated with additional rigging will be the County's responsibility and to be mutually agreed upon in accordance with the Master Agreement.
- 4.2 County agencies/departments are located throughout the County of Orange. Contractor is required to make deliveries throughout the entire geographical area of Orange County.
- 4.3 There will be some emergency requests that require delivery of supplies within twenty-four (24) hours. Contractor shall use commercially reasonable efforts to deliver as requested.
- 4.4 Some County locations are located in multi-floor buildings. Contractor is required to make delivery/pick-up of mailing equipment to County locations regardless of obstacles.
- 4.5 County will not provide free parking, parking fees will not be reimbursed, and parking passes will not be issued.
- 4.6 Contractor shall coordinate delivery, set-up, and pick-up with the ordering agency/department.
- 4.7 Delivery locations may not have a loading/receiving dock. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery of the Contract items. Inside delivery to secure facilities may be required.



- 4.8 Contractor shall at all times, keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof. The Contractor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building.
- 4.9 Contractor shall be responsible for any damage to County premises as a result of delivery/installation/pick-up and shall repair and restore such premises to the original condition.

**5. LOST AND DAMAGED SHIPMENTS**

- 5.1 If Contractor fails to deliver, or erroneously deliver products, the County will immediately advise of such error and Contractor is required to take immediate corrective action to make the correct delivery at no cost to County.
- 5.2 Contractor shall have the capability of tracking all orders and deliveries to provide status to County.

**6. USAGE REPORTS**

- 6.1 Annual usage reports showing all participants' activity with the Contractor will be required and made available upon request of individual County agency or department. Reports should give the following information in the category or Contract order:
- 6.1.1 Ordering agency/department (using ship/consignee location may be provided)
  - 6.1.2 Order number
  - 6.1.3 Date of order
  - 6.1.4 Identify options: Rental or Lease
  - 6.1.5 Identify type of maintenance option
  - 6.1.6 Identify item, stock number, description, quantity purchased as it may apply, unit price, percentage of discount, and extended price.
- 6.2 Reports may be requested for sort by Contract transaction or other methods of purchase. Contractor shall provide reports in any format requested by the County.
- 6.3 Annual Usage Reports are due no later than 30 days from each annual date increment of the Contract. Reports are to be forwarded to the assigned DPA:

County Procurement Office  
1300 S Grand Ave., Bldg A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434  
Attn: Grace Scott

**7. CONTRACTOR REQUIREMENTS:**

- 7.1 Contractor shall provide mailing equipment, supplies and maintenance services to any requesting County agency/department.
- 7.2 Contractor shall be responsible for the professional quality and technical competence of personnel designated to provide services to the County.
- 7.3 Contractor shall comply with all applicable local, state, and federal laws and regulations.
- 7.4 Contractor shall comply with all applicable County agency/department rules of conduct, policies, and procedures while on County premises.

**8. RENTAL OR LEASE OPTIONS ON EQUIPMENT:**

- 8.1** Agency/Department shall have the following options to choose from:
- 8.1.1.1** Option B - WSCA/NASPO Rental Terms & Conditions
  - 8.1.1.2** Option C - WSCA/NASPO Fair Market Value Lease (FMV) Terms & Conditions

**9. SERVICE:**

- 9.1** Contractor shall provide, utilizing Pitney Bowes authorized partners, Mailing Equipment, Services, and Support, to meet the mailing needs of the customer per the services below:

- 9.1.1** Rental Postage Meter
- 9.1.2** Ultra Low Volume Mailing Systems
- 9.1.3** Low Volume Mailing Systems
- 9.1.4** Medium Volume Mailing Systems
- 9.1.5** High Volume Mailing Systems
- 9.1.6** Production Volume Mailing Systems
- 9.1.7** Integrated Postal Scales
- 9.1.8** High Volume Letter Folders
- 9.1.9** Inserter Production
- 9.1.10** Low Volume Folder-Inserter
- 9.1.11** Medium Volume Folder-Inserter
- 9.1.12** High Volume Folder-Inserter
- 9.1.13** Production Folder-Inserter
- 9.1.14** Low Volume Ink Jet Envelope Addressing System
- 9.1.15** Medium Volume Ink Jet Envelope Addressing System
- 9.1.16** High Volume Ink Jet Envelope Addressing System
- 9.1.17** Production Ink Jet Envelope Addressing System
- 9.1.18** Low Volume Tabbers
- 9.1.19** Medium Volume Tabbers
- 9.1.20** Production Tabbers
- 9.1.21** Pre-Sorting Equipment
- 9.1.22** Software License and Subscription
- 9.1.23** Mailroom Specific Furniture

- 9.2** The applicable range of services above will include software license, accessories, supplies, and maintenance. All equipment and services must meet the approval of the USPS®, where required.
- 9.3** Contractor shall have sufficient management and qualified manufacturer trained and certified technicians to service all mailing equipment provided under the Contract.
- 9.4** Contractor shall assign an Account Manager to handle all requests from the County.
- 9.5** Contractor shall provide service support for equipment during normal business hours (working days, 8:00a.m. - 5:00 p.m.).
- 9.6** Contractor must provide local phone, facsimile, e-mail, internet and any electronic automated method for County to place service calls during normal business hours (Working Days, 8:00a.m.- 5:00p.m.). Contractor shall provide confirmation to the requestor that the request has been received.
- 9.7** Equipment installation, pick-ups, training must be provided within the frame as requested as requested by the County.

- 9.8 Relocation of equipment** - Contractor shall at the request of the County prepare the equipment for movement and reinstall equipment within the same building. The cost associated with the preparation and reinstallation of the equipment will be deemed special pricing and mutually agreed upon by the Parties at the time of the request. In addition, the County will be solely responsible for all arrangements and cost associated with the physical relocation of the equipment.
- 9.9 New Orders** – Orders for new equipment and related services and items must be installed by the Contractor within 30 calendar days of order placement unless mutually agreed to by the Parties. Excess installation time may be afforded by the County. Software related to the equipment must be installed within three (3) working days of the equipment installation unless otherwise mutually agreed to by the parties.
- 9.10 All Software** terms and conditions shall be negotiated and agreed to by the County agency/department and Contractor.
- 9.11 Installation/Integration** – for special installation/integration requirement, County and Contractor shall agree in writing, to the total cost based on the hourly rates provided within the WSCA/NASPO #ADSP011-00000411-7 contract.
- 9.12 Maintenance pricing** shall include all maintenance, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment offered.
- 9.12.1** Contractor shall offer full service maintenance contract for all equipment placed under this Contract.
- 9.12.2** Contractor shall offer annual maintenance agreements or time and materials options.
- 9.12.3** Legacy maintenance shall be provided on legacy devices already sold to County. Pricing shall be provided through a quote bases.
- 9.13 Response Time** – Contractor must acknowledge service calls via phone, on-site service call or e-mail within two (2) hours of the placement of a service call.
- 9.14 Service repairs** - Contractor shall provide service repairs within twenty-four (24) hours on-site after a call is placed unless County agreed for later than twenty four (24) hours, during normal business hours between 8:00 AM. to 5:00 PM., Monday through Friday. Contractor shall maintain service records on all mailing equipment lease, rental or purchases covered under this contract.
- 9.15 Service Parts** - Contractor shall use OEM or remanufactured or equivalent parts that are warrantied like new to maintain uptime.
- 9.15.1** Contractor shall provide all non-consumable parts necessary for equipment to function properly with all maintenance contracts at no additional cost to County. Consumable parts and supplies (ink cartridges, tapes, sealing solution, etc.) are not included with maintenance contracts.
- 9.16 Training** – Contractor shall provide training to County staff on the use of new mailing equipment and software, purchased under this contract as requested by County. Training shall generally be provided in two categories:
- 9.16.1 End User** – small group demonstrations to County end-users on general mailing functions and features.

**9.16.2 IT Staff – Specialized network connectivity, configuration and other information technology training as requested by County and as mutually agreed upon with the Contractor.**

**9.17 Postage Meter Use - All County agencies/departments 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.**

**10. COUNTY AGENCY/DEPARTMENT RESPONSIBILITIES:**

- 10.1 County agencies/departments shall schedule and coordinate necessary services with Contractor.
- 10.2 Agencies/Departments shall notify the Contractor of any pick-up/delivery schedule changes/cancellations at least ten (10) working days in advance for production equipment and at least three (3) working days in advance for non-production equipment.

**11. SECURITY REQUIREMENTS:**

- 11.1 The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- 11.2 The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- 11.3 Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- 11.4 Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- 11.5 Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 11.6 No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- 11.7 The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason clearance is denied.
- 11.8 The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- 11.8.1.1 Do not give names or addresses to internees.

- 11.8.1.2 Do not receive any names or addresses from internees.
- 11.8.1.3 Do not disclose the identity of any internee to anyone outside the facility.
- 11.8.1.4 Do not give any materials to internees.
- 11.8.1.5 Do not receive any materials from internees (including materials to be passed to another individual or internee).

*\*Failure to comply with these requirements is a criminal act and can result in prosecution.*

- 11.9 Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

*"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".*

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- 11.10 All vehicles parked on-site shall be locked and thoroughly secured at all times.
- 11.11 All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- 11.12 Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- 11.13 Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- 11.14 Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

Contractor employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

## Attachment B

### Compensation / Payment

**A. Invoicing Instructions:**

Contractor shall reference on all invoices the County MA-017-13010282 against WSCA/NASPO ADSPO11-00000411-7 and Subordinate Agreements(s).

The Contractor shall provide an invoice on the Contractor's letterhead for goods ordered. Invoices must be submitted to address indicated on Master Agreement (MA), Delivery Order (DO) or Purchase Order (PO) created by the individual agency/department. Each invoice must have a unique number and must include the following minimum information, but not limited to:

- a) Contractor's name and address;
- b) Contractor's remittance address;
- c) Contractor's Federal Tax I.D. Number;
- d) Name of County Agency/Department;
- e) Ordering/Delivery address;
- f) Respective Subordinate Agreements: Master Agreement (MA), Delivery Order (DO), or Purchase Order (PO) number;
- g) Item number, item description, quantity, price, extended price
- h) Total

- B. Payment Terms:** The Invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice or net thirty (30) days after receipt of an E-billing file, in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover goods not previously invoiced. Contractor shall reimburse the County for any monies paid to the Contractor for goods not provided or when goods do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any goods involved or billed under this Contract and shall not be construed as acceptance of any part of the goods.

**Attachment C**

**Western States Contracting Alliance (WSCA)  
WSCA/NASPO ADSPO11-00000411-7**

Attachment C includes the following documents:

- Offer and Acceptance Pitney Bowes Inc
- Option B – FMV Rental or Option – C FMV Lease Terms & Conditions
- Summary of Terms WSCA/NASPO MA ADSPO11-00000411-7 Pitney Bowes Inc
- WSCA/NASPO Participating Addendum





**Offer and Acceptance**

STATE OF ARIZONA  
 Agency: Arizona Department of Administration  
 State Procurement Office  
 Customer: WSCA/MASPO participating states; AZ  
 Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

**OFFER**  
 I, the undersigned, hereby offer and agree to furnish the material, service, equipment, and any other items specified in the Solicitation and any written exceptions thereto, on the conditions, specifications and amendments in the Solicitation and any written exceptions thereto.

Arizona Transaction Privilege (Sales) Tax License No. 07008050-W

Federal Employer Identification No. 06-0498850

Pfizer Bowes Inc.  
 Company Name

One Elmscroft Road  
 Address

Blainford CT 06820  
 City State Zip

Phone 203-351-7866 E-Mail art.adams@pb.com

Facsimile 203-480-3827 Web Site www.pb.com

Arthur E. Adams, Jr.  
 Signature of Authorized Agent of the Company  
 Printed Name

Director, Cooperative Contracts  
 Title

Delivery and installation is promised within 30 calendar days after receipt of an order. *or as mutually agreed upon 02/10* If payment is made within 30 days after receipt of goods and services, the buyer is entitled to a discount of 0 % on the above listed price(s).

**ACCEPTANCE**  
 I, the undersigned, hereby accept the offer and agree to purchase the material, service, equipment, and any other items specified in the Solicitation and any written exceptions thereto, on the conditions, specifications and amendments in the Solicitation and any written exceptions thereto.

Contract No. ADSP011-00000411-7

Contract Award Date October 12, 2011

Susan Bayer  
 Signature of Authorized Procurement Officer

Susan Bayer  
 Printed Name

Procurement Manager  
 Title

**WESTERN STATES CONTRACTING ALLIANCE  
PARTICIPATING ADDENDUM  
MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE  
Between**

**The County of Orange (CA) and Pitney Bowes Inc.**

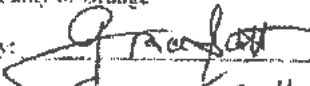
This Participating Addendum will add the County of Orange (CA) ("County") as a Participating Entity to purchase from WSCA/NASPO ADSP011-00000411-7, with Pitney Bowes Inc. ("Contractor")

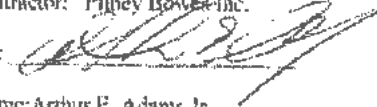
- 1. Scope: This addendum covers Mailing Equipment, Supplies and Maintenance for County Agencies and political subdivisions.
- 2. Changes: are agreed upon and included within the County's Regional Cooperative Agreement (RCA) #MA-017-13010282
- 3. Primary Contact: The primary County government contact for this participating addendum is as follows:  
 Contact: Grace Scott  
 County Political Entity: CPO Procurement Officer  
 Address: 1500 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
 City, State, Zip: Santa Ana, CA 92705-4434  
 Phone: 714-567-5025  
 Fax: 714-567-7307  
 Email: Grace.Scott@ocgov.com

- 4. Contract Number: The contract number for the Participating County is MA-017-13010282.

This participating addendum, Contract MA-017-13010282, and the WSCA/NASPO ADSP011-00000411-7 Master Price Agreement, (administered by the State of Arizona) together with its attachments, 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. The terms and conditions of Contract MA-017-13010282 with its attachments and exhibits, shall prevail and govern in the case of any inconsistent terms.

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

County of Orange  
 By:   
 Name: Grace Scott  
 Title: PCS  
 Date: 9/18/2012

Contractor: Pitney Bowes Inc.  
 By:   
 Name: Arthur E. Adams Jr.  
 Title: Director, State and Local Contracts  
 Date: 9/17/2012

## OPTION B – WSCA/NASPO FMV RENTAL TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC ("PBGFS") will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. This Fair Market Rental Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP011-00000411-7 to Pitney Bowes Inc. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Rental Terms and Conditions is as follows:

**Monthly Billing:**

<u>Term:</u>	<u>Rental Rate:</u>
36	.0377
48	.0309
60	.0270

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Rental Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes.

For further clarification a 36 month rental based on a \$10,000 equipment order would equal a \$377.00 monthly equipment rental payment, plus applicable service maintenance for years 2 thru end of initial term, monthly meter rental and value based services fees would be added to the payment.

**L1. DEFINITIONS**

## L1.1 The following terms mean:

**"Agreement"** - the Order, your State's Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, these terms and conditions, and any attached exhibits.

**"Bank"** - The Pitney Bowes Bank, Inc.

**"Consumable Supplies"** - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

**"Covered Equipment"** - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any IntelliLink® Control Center or Meter, or any standalone software.

**"Delivery Date"** - the date the Equipment or other item is delivered to your location.

**"Effective Date"** - the date the Order is received by us.

**"Equipment"** - the equipment listed on the Order, excluding any IntelliLink Control Center or Meter, and any standalone software.

**"Initial Term"** - the lease period listed on the Order

**"Install Date"** - the date the Equipment or other item is installed at your location.

**"IntelliLink Control Center" or "Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

**"Maintenance Service"** - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

**"Master Agreement"** - WSCA/NASPO Master Agreement ADSP011-00000411-7 Mail Room Equipment, Services and Support contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

**"Order"** - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

**"PBGFS"** - Pitney Bowes Global Financial Services LLC.

**"PBI"** - Pitney Bowes Inc.

**"Pitney Bowes"** - PBGFS and its subsidiaries, and PBI.

**"Postage Meter Rental Agreement"** - an agreement governing the use and rental of an IntelliLink Control Center or Meter you enter into with us.

**"Rental"** - the Order and this WSCA/NASPO FMV Rental Terms and Conditions.

**"SLA"** - the Service Level Agreement.

**"SLMA"** - a Software License and Maintenance Agreement you enter into with us

**"SOW"** - a Statement of Work you enter into with us.

**"State Participating Addendum"** the bilateral agreement executed by Us and your participating state incorporating the Master Agreement.

**"We," "Our," or "Us"** - the Pitney Bowes company with whom you've entered into the Order.

**"WSCA/NASPO"** - Western States Contracting Alliance and the National Association of State Procurement Officials

**"You," "Your," "Lessee," or "Customer"** - the entity identified on the Order.

**L2. AGREEMENT**

L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Rental for any reason except as expressly set forth in Sections L10 and L11 below.

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the IntelliLink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys' fees.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

**L3. PAYMENT TERMS AND OBLIGATIONS**

L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired Rental, and other costs.

L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Rental Term. Your Monthly Payment will increase if your PBI Payments increase.

**L4. EQUIPMENT OWNERSHIP**

L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

**L5. RENTAL TERM**

L5.1 The Rental term is the number of mo. stated on the Order ("Rental Term").

#### L6. END OF RENTAL OPTIONS

L6.1 During the 90 days prior to the end of your Rental, you may, if not in default, select one of the following options:

- (a) enter into a new Rental with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

#### L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

#### L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

#### L9. RISK OF LOSS AND VALUEMAX® PROGRAM

##### L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the end of the Rental Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Rental. You must immediately notify us in writing of the occurrence of any Loss.

(c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("insurance").

##### L9.2 ValueMAX Program.

(a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

(b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).

(c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.

(d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.

(e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Rental.

(f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Rental, this program or its associated fees, nor are they overseeing our financial condition.

#### L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

#### L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Rental for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan.

Cancelable Rentals – Cancel with three month penalty on rental payment per the Master Agreement.

#### L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Rental, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS RENTAL WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Rental or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 All applicable taxes required to be collected by us will be shown on the invoice.

L12.5 If there is a conflict between any of the terms and conditions in this Agreement, your State's Participating Addendum and the Master Agreement ADSP011-00000411, this Agreement shall prevail.

L12.6 Any IntelliLink Control Center or Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L12.8 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

## OPTION C – WSCA/NASPO FAIR MARKET VALUE LEASE TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Lease Terms and Conditions is as follows:

Monthly Billing:

Term:	Lease Rate:
36	.0342
48	.0277
60	.0237

**L1. DEFINITIONS****L1.1** The following terms mean:

**"Agreement"** - the Order, your State's Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, these terms and conditions, and any attached exhibits.

**"Bank"** - The Pitney Bowes Bank, inc.

**"Consumable Supplies"** - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

**"Covered Equipment"** - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Intellilink® Control Center or Meter, or any standalone software.

**"Delivery Date"** - the date the Equipment or other item is delivered to your location.

**"Effective Date"** - the date the Order is received by us.

**"Equipment"** - the equipment listed on the Order, excluding any Intellilink Control Center or Meter, and any standalone software.

**"Initial Term"** - the lease period listed on the Order

**"Install Date"** - the date the Equipment or other item is installed at your location.

**"Intellilink Control Center" or "Meter"** - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect™ mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

**"Lease"** - the Order and this WSCA/NASPO FMV Lease Terms and Conditions.

**"Maintenance Service"** - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

**"Master Agreement"** - WSCA/NASPO Master Agreement ADSP011-00000411-7 Mail Room Equipment, Services and Support contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.

**"Order"** - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

**"PBGFS"** - Pitney Bowes Global Financial Services LLC.

**"PBI"** - Pitney Bowes Inc.

**"Pitney Bowes"** - PBGFS and its subsidiaries, and PBI.

**"Postage Meter Rental Agreement"** - an agreement governing the use and rental of an Intellilink Control Center or Meter you enter into with us.

**"SLA"** - the Service Level Agreement.

**"SLMA"** - a Software License and Maintenance Agreement you enter into with us

**"SOW"** - a Statement of Work you enter into with us.

**"State Participating Addendum"** the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

**"We," "Our," or "Us"** - the Pitney Bowes company with whom you've entered into the Order.

**"WSCA/NASPO"** - Western States Contracting Alliance and the National Association of State Procurement Officials

**"You," "Your," "Lessee", or "Customer"** - the entity identified on the Order.

**L2. AGREEMENT**

**L2.1** You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.

**L2.2** You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.

**L2.3** If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Intellilink® Control Center, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law and attorneys' fees.

**L2.4** You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

**L3. PAYMENT TERMS AND OBLIGATIONS**

**L3.1** We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.

**L3.2** Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

**L3.3** If you request, your Intellilink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

**L4. EQUIPMENT OWNERSHIP**

**L4.1** We own the Equipment. PBI owns any Intellilink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

**L5. LEASE TERM**

**L5.1** The Lease term is the number of months stated on the Order ("Lease Term").

**L6. END OF LEASE OPTIONS**

**L6.1** During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- enter into a new lease with us;
- purchase the Equipment "as is, where is" for fair market value; or
- return the Equipment, Intellilink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, Intellilink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive month to month extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

#### L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFs AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFs AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

#### L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

#### L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

##### L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the Delivery Date by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

##### L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment

in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

#### L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

#### L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

#### L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

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L12.6 Any IntelliLink Control Center or Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

L 12.8 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

Exhibit 1  
WSCA/NASPO MPA  
Pitney Bowes Price Book

You may download directly from

<https://procure.az.gov/bso/external/document/attachments/attachmentFileDetail.sdo?fileNbr=194318&docId=ADSP012-015487&docType=P&releaseNbr=0&parentUrl=/external/purchaseorder/poSummary.sdo&external=true>

**NOTE: Exhibit 1, Procure.az.gov posting of WSCA/NASPO MPA Current PB Price Book shall allow County to post and extend the approved price changes without amendment and bilateral execution of this Contract.**