



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017-23010055
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
PITNEY BOWES, INC.,
FOR
MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

This Contract **RCA-017-23010055** for Mailing Equipment, Supplies and Maintenance (“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, (“County”) and Pitney Bowes, Inc. (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

ATTACHMENTS

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

- Attachment A – Scope of Work
- Attachment B – Payment and Compensation
- Attachment – Staffing Plan

RECITALS

WHEREAS, County solicited via a Request for Proposal (“RFP”) for Mailing Equipment, Supplies and Maintenance as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Mailing Equipment, Supplies and Maintenance to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **GOVERNING LAW AND VENUE:** This Contract has been negotiated and executed by the parties 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 adjudication to another county.
- B. **ENTIRE CONTRACT:** This Contract, together with Contractor’s lease and software terms, 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. 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 designee.

- 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, price quoted does not include California state sales or use tax. Out-of-state Contractors shall provide a copy of its California Department of Tax and Fee Administration (CDTFA) sales permit and shall maintain an active sales permit number. Contractor's failure to provide the sales permit or to maintain an active sales permit number shall result in a deduction of the sales tax from County's payment under this Contract. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **DELIVERY:** Time of delivery of products (hereinafter referred to as "commodities") and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County, if written Acceptance is required by the Contractor. Otherwise Acceptance is deemed to be received after ten (10) days from installation.
- F. **ACCEPTANCE PAYMENT:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract.
- G. **WARRANTY:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended during the warranty period. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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 commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, 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 solely through Services provided to the County 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 "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all third

party claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees. Contractor will have no obligation to indemnify County or County Indemnitees under this Paragraph H if the infringement or misappropriation is based upon County's (i) modification of the software furnished by Contractor under this Contract that is not at the direction and/or approval of Contractor; (ii) combination, operation or use of the software furnished by Contractor under this Contract with software products not made or furnished by Contractor if the combination is not at the direction and/or approval of Contractor and the claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) use of the software furnished by Contractor under this Contract in breach of this Contract or an Order; or (iv) use of other than the most current release of the software furnished by Contractor under this Contract if such claim of infringement or misappropriation could have been avoided by use of such current release and Contractor delivered such superseding version to County with reasonable notice to County of the need to use such version.

- I. **ASSIGNMENT:** 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 by Contractor without the express written consent of County which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 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 immediately terminate this Contract, but not any underlying leases entered into during the term of this Contract, without penalty for cause or after 30 days' written notice without cause. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Notwithstanding the foregoing, if a breach is curable and not due to fraud or illegal conduct, Contractor shall have fifteen (15) calendar days, after receiving notice from County, to cure the breach. Exercise by County of its right to terminate Contract shall relieve County of all further obligation. In the event that the Contract is terminated, any underlying leases, rentals, maintenance agreements or license/subscription agreements entered into during the term of the Contract will remain in full force and effect for the duration of the respective term subject to the termination provisions within such underlying lease, rental, maintenance, or license/subscription agreement.
- 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 WARRANTY:** Contractor shall warrant 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 commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- P. **INSURANCE:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is

preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

| Coverage | Minimum Limits |
|---|---|
| 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 limit per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per accident or disease |
| Network Security (Cyber) and Privacy Liability | \$1,000,000 Per claims made |

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on an occurrence basis utilizing 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 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

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 20 26 04 13 or a form at least as broad naming ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

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 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by purchasing division.

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 material 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 (30) calendar 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.

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

- Q. **BILLS AND LIENS:** Intentionally Omitted
- R. **CHANGES:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do require an assignment of Contract.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- 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 36 business 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.
- W. **PRICING:** The Contract bid price shall include full compensation for providing all required services 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.
- X. **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.
- Y. **ATTORNEY FEES:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- Z. **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 had 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 effect the purpose of the parties and this Contract.

- AA. **EMPLOYEE ELIGIBILITY VERIFICATION:** 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. Contractor shall obtain from all employees 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.
- BB. **INDEMNIFICATION:** Contractor agrees to indemnify, defend with counsel approved in writing by County (such approval not be to 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 third party claims, demands or liability of any kind or nature, including but not limited to bodily injury (including death) or tangible property damage, arising directly from Contractor's performance of the services, products or other performance provided by Contractor caused by Contractor's negligence or willful misconduct. 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. Each party, including a Purchasing Entity, shall be responsible for its own negligence.
- CC. **AUDITS/INSPECTIONS:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection. Under no circumstances will the County be allowed to view Contractor's supplier invoices.
- County reserves the right to audit and verify 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 under this Contract or by law.
- DD. **EXPENDITURE LIMIT:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS:

1. **SCOPE OF CONTRACT:** This Contract specifies the contractual terms and conditions by which Contractor will provide Mailing Equipment, Supplies and Maintenance to County as further

detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **TERM OF CONTRACT:** This Contract shall commence September 15, 2023 and continue for five (5) years, unless otherwise terminated by County.
3. **BREACH OF CONTRACT:** The failure of the Contractor 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 County 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; and
 - b. Afford the Contractor written notice of the breach and fifteen calendar days within which to cure the breach;
4. **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.
5. **CONFLICT OF INTEREST: Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
6. **CONFLICT OF INTEREST: County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **CONTRACTOR’S PROJECT MANAGER AND KEY PERSONNEL:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under Contract.
8. **CONTRACTOR PERSONNEL – REFERENCE CHECKS:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation, coordinated by the agency/department issuing this Contract.
9. **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.

- 10. **CONTRACTOR'S RECORDS:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of six years after final payment is received from the County.

- 11. **CONTRACTOR PERSONNEL – UNIFORM/BADGES/IDENTIFICATION:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

- 12. **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.

- 13. **CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract 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.

- 14. **CONTRACTOR BANKRUPTCY/INSOLVENCY:** If the Contractor 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 Contractor's insolvency, the County may terminate this Contract.

- 15. **CONTRACTOR'S RECORDS:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of six (6) years after final payment is received from County.

- 16. **COOPERATIVE CONTRACT:** The provisions and pricing of this Contract may be extended to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization. Governmental entities wishing to use this contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no

guarantee of usage by other users of this Contract. Non-Profit entities would be subject to Contractor's general terms and conditions.

A 2 percent rebate on Eligible Revenues will be paid to the County for any contracts the Contractor agrees to enter into with other entities under the provisions and pricing of this Contract. The Contractor shall provide quarterly Volume Sales Reports to the County about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required, may be deemed breach of the contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

17. **DATA – TITLE TO:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
18. **DEBARMENT:** Contractor warrants 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.
19. **DEFAULT – RE-PROCUREMENT COSTS:** Intentionally Omitted.
20. **DISPUTES – CONTRACT:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
 - c. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.

21. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
22. **ERRORS AND OMISSIONS:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.
23. **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 shall be borne and paid for by the Contractor. 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.
24. **INTERPRETATION OF CONTRACT:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the Contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
25. **LIMITATIONS OF ACTIONS:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.
26. **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.

- 27. **NEWS/INFORMATION RELEASE:** 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 Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
- 28. **NO THIRD-PARTY BENEFICIARIES:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 29. **NOTICE OF CLAIMS:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.
- 30. **NOTICES:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Company Name: Pitney Bowes Inc.
 Address: 3001 Summer Street, Stamford, CT 06926
 Attn: Executive Vice President, Chief Legal Officer
 and Corporate Secretary
 Email: legalnotices@pb.com

County: County of Orange
 County Executive Office/County Procurement Office
 Attn: Robert Esparza, DPA
 400 W Civic Center Dr., 5th Floor
 Santa Ana, CA 92701
 Telephone: 714-567-5153
 Email: Robert.Esparza@ocgov.com

- 31. **OWNERSHIP OF DOCUMENTS:** All reports first created by Contractor under this Contract shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County.
- 32. **PRECEDENCE:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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 recitals and articles of this Contract, and then the exhibits and attachments.
- 33. **PUBLICATION:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the

supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

34. **REPORTS/MEETINGS:** The Contractor shall provide access to its standard reports necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
35. **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.
36. **TERMINATION OF CONTRACT – ORDERLY:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.
37. **USAGE:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
38. **USAGE REPORTS:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
39. **CONDITIONS AFFECTING WORK:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions, which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
40. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 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 may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide

equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 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 the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

41. **SUB-CONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

42. **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

43. **CALIFORNIA PUBLIC RECORDS ACT:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

44. **PROMOTIONAL/ADVERTISEMENT:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, display or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's product or services.

45. **COMPLIANCE WITH COUNTY INFORMATION TECHNOLOGY POLICIES AND PROCEDURES:**

1. **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 Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract 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 Contract. In addition to the foregoing, Contractor shall comply with the following:

2. **Security and Policies:** All performance under this Contract, 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 Contract.
3. **Information Access:** The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract 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.
4. **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, and Contractor reserves the right to decline additional requirements. 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.
5. **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 Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
6. **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

7. **Security Audits:** Each Contract Year, Contractor shall provide Assessment Certificate of performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent security standards.
46. **EQUIPMENT MAINTENANCE:** If the Contractor is unable to perform maintenance on equipment purchased under this Contract, then, upon mutual agreement by the County and the Contractor, the Contractor will provide, at Contractor's then current rates and fees, adequate and reasonable assistance, including relevant documentation, to allow the County to maintain the equipment based on the Contractor's methodology. In no event shall Contractor provide maintenance or other assistance on equipment that has reached the end of its life or equipment for which Contractor has established an end of service and support date. The Contractor agrees that the County may, with approval from Contractor, reproduce such documentation for its own use in maintaining the equipment.
- If the County agrees to include the Contractor's copyright notice on any such documentation reproduced, in accordance with copyright instruction to be provided by the Contractor.
47. **SURVIVABILITY:** All applicable terms, warranties or service agreements that were entered into between Contractor and Agencies/Departments under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Contracts issued and accepted by Contractor during the term of this RCA shall survive expiration or termination of the Contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

PITNEY BOWES INC.,

Bill walter Vice President -Government and GPOS

| | |
|--|-----------|
| Print Name | Title |
| <small>DocuSigned by:</small>  | 8/25/2023 |
| <small>894E820D7C7B421...</small> | |
| Signature | Date |

| | |
|------------|-------|
| Print Name | Title |
| Signature | Date |

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

Robert Esparza Supervising Procurement Contract Specialist

| | |
|--|-----------|
| Print Name | Title |
| <small>DocuSigned by:</small>  | 8/25/2023 |
| <small>309F2DECD788427...</small> | |
| 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 or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

CERTIFICATION

I, Lauren Freeman-Bosworth, 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.



Lauren Freeman-Bosworth

Dated: September 6th, 2018

Stamford, Connecticut

**ATTACHMENT A
SCOPE OF WORK**

- I. SCOPE OF SERVICES:** The County of Orange is comprised of 22 Departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public works, construction management, public health, environmental protection, regional planning, public assistance, social services and aviation.

Contractor is to provide Mailing Equipment, Supplies and Maintenance to various County facilities located throughout the County of Orange. Each Department may have different hours of operations, but all non-urgent services shall be done within each department regular business hours, even if these differ from listed hours.

Contractor shall not charge the County for the first-year maintenance costs with equipment purchased under this Contract.

II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide Mailing Equipment, Supplies and Maintenance, and including the following;

1. Postage Meter Rental (to include Legacy Postage Meter)
2. Mailing Systems, Ultra Low Volume
3. Mailing Equipment, Mailing Systems, Low Volume
4. Mailing Equipment, Mailing Systems, Medium Volume
5. Mailing Systems, High Volume
6. Mailing System, Production
7. Integrated Postal Scales
8. Letter Openers, Low Volume
9. Letter Openers, High Volume
10. Letter Folders, Low Volume
11. Letter Folders, High Volume
12. Inserters, Production
13. Folder/Inserters, Low volume
14. Folders/Inserters, Medium Volume
15. Folders/Inserters, High Volume
16. Folders/Inserters, Production
17. Envelope Addressing System, Ink Jet, Low Volume
18. Envelope Addressing System, Ink Jet, Medium Volume
19. Envelope Addressing System, Ink Jet, High Volume
20. Intentionally Omitted
21. Mailing Furniture (specific to a category)
22. Mailing Furniture (general)
23. Accessories

- 24. Software, License and Subscription
 - 25. Software Maintenance
 - 26. Training
 - 27. Supplies /Consumables
 - 28. Equipment Leasing
 - 29. Equipment Rental
- B. Contractor shall assign a Project Manager/Account Manager to handle all requests from the County. Project Manager/Account Manager must be knowledgeable of the Contract products and be able to efficiently answer all County questions/inquiries and work closely with End User(s) to determine the products to stock in inventory based on usage and provide turn-around time for deliveries. Contractor must immediately update the County upon any organizational change in points of contacts or any changes that impact support.
- C. Contractor shall provide service support for equipment during normal business hours from 8:00 a.m. to 5:00 p.m., Monday to Friday.
- D. Contractor must provide phone, internet and any electronic method for County to place service calls. Contractor shall provide confirmation to the County that the request has been received.
- E. Equipment installation, pick-ups, training must be provided within the time frame as mutually agreed upon between County and Contractor.
- F. Contractor shall move equipment within the same building per the County's request at no cost. Relocation of equipment to another building shall be based upon quote from Contractor.
- G. Intentionally Omitted
- H. Intentionally Omitted
- I. All requests must be provided within 5 to 7 calendar days of order placement unless otherwise specified by County. Software related to the equipment must be installed upon delivery of equipment and installation unless otherwise specified by County.
- J. All Software terms and conditions shall be negotiated and agreed to by the County department and Contractor. Please see the attached On-Demand and On-Premise terms attached hereto and made a part hereof for the applicable software terms.
- K. Intentionally Omitted.
- L. **Response Time:** Contractor must respond to service calls via phone, or e-mail within two (2) hours upon receipt of County request.
- M. **Maintenance:** If Contractor determines on-site Maintenance services are necessary, Contractor shall provide on-site service repairs within eight (8) after a service call is placed, unless County and Contractor agrees to services being provided at a later time and date or by an alternate method such as remote assistance or service by replacement.
- N. **Preventative Maintenance (PM):** As requested by the County, preventative maintenance will be based upon the specific needs of the machine as determined by the Contractor according to manufacture's manual. The cost for preventative maintenance will be included in the quoted costs listed in the contract. This contract requires Contractor to perform Preventative Maintenance as defined by

the manufacture's specifications. Each PM must be performed according to servicing guidelines established by the proposed manufacturer. Contractor is required to give the customer a minimum of five days' notice, or schedule a mutually agreed upon time, for all scheduled Preventative Maintenance.

- O. **Parts:** Contractor must use all OEM parts however repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
1. **Parts:** Contractor shall provide all parts necessary for equipment to function properly with all maintenance contracts at no additional cost to County.
 2. **Training:** Contractor shall provide training to County staff on all aspects of mailing equipment use. Training shall generally be provided in two categories:
 - **End User** – County end-users on general mailing functions and features.
 - **IT Staff** – Specialized network connectivity, configuration and other information technology training, if required pursuant to an individual order.

III. DELIVERY

- A. All pricing is Free on Board (FOB) Destination. No shipping charges will be authorized for payment for equipment or supplies ordered against this Contract.
- B. County departments have various facilities throughout the County of Orange. Contractor is required to make deliveries throughout the entire geographical area of Orange County.
- C. There will be some emergency requests that require consumable supplies delivery within twenty-four (24) hours. Contractor shall deliver as requested with additional charge to the County.
- D. 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.
- E. County will not provide free parking, parking fees will not be reimbursed, and parking passes will not be issued.
- F. Contractor shall coordinate delivery, set-up, and pick-up with the requesting department and provide a copy in form of an order slip, bill of lading or invoice with all shipment detailing order.
- G. 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.
- H. 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.
- I. 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.

IV. LOST AND DAMAGED SHIPMENTS

- A. Contractor shall have the capability of tracking all orders and deliveries to provide status to County.
- B. If Contractor fails to deliver, or delivers erroneous products, Contractor is required to take immediate corrective action to correct at no additional cost to County.

V. USAGE REPORTS

- A. Usage reports showing all participants' activity with the Contractor will be required and made available upon request of individual County department. Reports should give the following information in the category or Contract order:
 - 1. Ordering department (using ship/consignee location may be provided)
 - 2. Order number
 - 3. Date of order
 - 4. Identify if it is a Rental or Lease
 - 5. Provide item number, description, quantity and unit price
- B. Contractor shall provide reports in any format requested by the County within 10 days of the request.

VI. SECURITY REQUIREMENTS

- A. The County operates several secured facilities: such as Probation, Sheriff and Airport operated sites to name a few. Contractors and their employees who provide services in these facilities will be required to strict operation policies and may be required to pass a background check prior to entering these facilities 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.
- B. The Contractor will provide a list of all employees who will be directly performing tasks associated with this Contract for these secured facilities. Contractor's 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 at the County's expense. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County department contact.
- C. 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.
- D. 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.
- E. Security Clearance forms shall be completed, omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- F. Contractor employees entering John Wayne Airport, Probation, Sheriffs, District Attorney, Child Support Services will need prior clearance from the requesting departments.
- G. The County, John Wayne Airport, the Probation Department and the Sheriff's Department are not under any obligation to give a reason if clearance is denied.

- H. 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:

1. Do not give names or addresses to internees.
2. Do not receive any names or addresses from internees.
3. Do not disclose the identity of any internee to anyone outside the facility.
4. Do not give any materials to internees.
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.*

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.

- I. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- J. 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.
- K. Contractor shall not smoke or use profanity or other inappropriate language while on-site.
- L. Contractor shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- M. Contractor 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.

- N. Contractor shall be well disposed to the public and County 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
PAYMENT AND COMPENSATION

- I. COMPENSATION:** This is a fixed fee Contract between County and Contractor for Mailing Equipment, Supplies and Maintenance as provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & R of County Contract Terms and Conditions.**
- II. FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract.

| LINE ITEM | PRODUCT CATEGORY | DISCOUNT PERCENTAGE FROM MSRP |
|--|---|-------------------------------|
| 1 | Document Systems - Low, Mid, High Volume Tabletop Inserters | 14% |
| 2 | Outbound Shipping & Tracking | 12% |
| 3 | Mailing Systems and Accessories | 12% - 28% |
| 4 | USPS Postage Meter Rentals and Services | 12% - 16% |
| 5 | Output Management Software | 12% |
| 6 | Inbound Tracking Systems | 12% |
| 7 | Document Systems (Letter Openers and Folders) | 14% |
| 8 | Addressing Systems | 12% |
| 9 | Document Systems - Production Inserters | 12% |
| 10 | Professional Services | 16% |
| 11 | Parcel Lockers | 12% - 20% |
| 12 | Supplies | 15% - 17% |
| 13 | Data Quality Software | 12% |
| 14 | Production Mail Sorters | N/A |
| 15 | Production Mail Meter Systems | 12% - 28% |
| Standard shipping, delivery, hardware installation, and training are included. | | |

- III. PRICE INCREASE/DECREASES:** Contractor will provide a current price book upon award of the Contract. No price increases will be permitted during the first year of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30 days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity, excluding any cooperative agreements, for services of equal or lesser scope and annual revenue using the same terms and conditions. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR'S EXPENSE: Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. PAYMENT TERMS: Invoices are to be submitted within 30 days from the date Contractor completes services as defined in the Attachment A-Scope of Work. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt, and approval, by County of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. All payments are made 30 days in arrears and shall be in 4 equal quarterly payments. The responsibility for providing an acceptable invoice rest with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

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

VII. TAXPAYER ID NUMBER: Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VIII. PAYMENT – INVOICING INSTRUCTIONS: Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Contractor's Taxpayer ID Number
4. Name of County Agency/Department
5. Delivery/service address
6. Contract Number TBD
7. Agency/Department's Account Number
8. Date of invoice
9. Brief description of fees/service
10. Sales tax, if applicable
11. Freight/delivery charges, if applicable
12. Total

Please send invoice and support documentation according to the instruction by each Department.

IX. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT): County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C
STAFFING PLAN

I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

| NAME | CLASSIFICATION/DESIGNATION | YEAR OF EXPERIENCE | YEARS WITH COMPANY | PROFESSIONAL LICENSES OR CREDENTIALS |
|-----------------------|-----------------------------------|--------------------|--------------------|--------------------------------------|
| <u>Steven Park</u> | <u>Major Account Manager</u> | <u>20</u> | <u>1</u> | |
| <u>Francie Coffey</u> | <u>Government Sales Director</u> | <u>26</u> | <u>26</u> | |
| <u>Bill Walter</u> | <u>VP, Government & GPO's</u> | <u>38</u> | <u>38</u> | |
| <u>Joe Toliver</u> | <u>Service Manager</u> | <u>10</u> | <u>10</u> | |
| | | | | |

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

| COMPANY NAME & ADDRESS | CONTACT NAME AND TELEPHONE NUMBER | FUNCTION |
|------------------------|-----------------------------------|----------|
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