



**REGIONAL COOPERATIVE AGREEMENT (RCA)**  
**CONTRACT NUMBER RCA-017-22010108**  
**BETWEEN**  
**COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE**  
**AND**  
**PITNEY BOWES INC.**  
**FOR**  
**MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE**

This Regional Cooperative Agreement, hereinafter “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 “County”, and Pitney Bowes Inc., with a place of business at 3001 Summer St., Stamford, CT 06905-4316, hereinafter “Contractor”. County and Contractor are 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 – Pricing and Payment

Attachment C – Participating Addendum Pitney Bowes & County of Orange

Attachment D – State of Arizona NASPO ValuePoint Contract #CTR058808

Attachment E – Pitney Bowes Price Book

**RECITALS**

**WHEREAS**, State of Arizona NASPO ValuePoint executed Cooperative Contract #CTR058808, hereinafter “NASPO ValuePoint”, with Contractor for Mailing Equipment, Supplies and Maintenance, effective May 15, 2022; and,

**WHEREAS**, County desires to enter into a Contract with Contractor to provide Mailing Equipment, Supplies and Maintenance; and,

**WHEREAS**, Contractor agrees to provide Mailing Equipment, Supplies and Maintenance to County in accordance with Attachment A, Scope of Work and Attachment D, State of Arizona NASPO ValuePoint Contract #CTR058808, incorporated herein by this reference; and,

**WHEREAS**, County agrees to pay Contractor the fees in accordance with the State of Arizona NASPO ValuePoint Contract #CTR058808, incorporated herein as Attachment E, Pitney Bowes Price Book; and,

**NOW THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

“State of Arizona” and “State” as used in Attachments D and E shall mean “County of Orange”, or “County”, its employees and authorized representatives for purposes of this Contract.

## **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 adjudication to another county.
- B. Entire Contract:** This Contract 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 stated in this Contract or provided by law, the price in Attachment E does not include California state sales or use tax. If the Contract does state the price in Attachment E includes collectable California sales tax, and Contractor is an out-of-state contractor, Contractor 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 pay use tax directly to the State of California in lieu of paying the sales tax to Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County. Except as provided above and as provided elsewhere in this Contract, acceptance of goods and services, if applicable, is governed by NASPO ValuePoint.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless written notice within thirty (30) days after delivery is provided by County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods 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 defined in the NASPO ValuePoint Contract #CTR058808. 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 goods/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 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 “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 without penalty for cause. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the 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 the 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. 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.

**N. 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 goods/services furnished by the 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.

**O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to purchase 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, Certificates of Insurance, and endorsements on deposit with 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 be covered under Contractor's insurance as an Additional Insured or 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. 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.

In addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

In addition to the duty to indemnify and hold the 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

Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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**

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-/VII, 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 the 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	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security (Cyber) and Privacy Liability	\$1,000,000 Per claims made

**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.

**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 the *County of Orange its elected and appointed officials, officers, agents and employees* 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 the Contractor’s insurance is primary, and any insurance or self- insurance maintained by the 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 the *County of Orange, its elected and appointed officials, officers, agents and employees* 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 the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation or 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 the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates should be emailed to [CEOPOInsurance@ocgov.com](mailto:CEOPOInsurance@ocgov.com).

Insurance certificates should state:

County of Orange

c/o: CEO/County Procurement Office Attn: Insurance

1300 S. Grand Avenue Santa Ana, CA 92705-4434

Any insurance documents not addressed as shown above will be “Returned to Sender”.

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

**P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

**Q. 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, 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.

**R. 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 hours of the start of the delay and Contractor avails himself of any available remedies.

**S. 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.

**T. 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 "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

**U. Freight (F.O.B. Destination):** Intentional omitted.

**V. 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.

**W. 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.

**X. 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 affect the purpose of the parties and this Contract.

- Y. 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. The 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. The Contractor shall retain all such documentation for all covered employees 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.
- Z. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County (such approval not to 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 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 from or related to 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.
- AA. 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 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 the Contract including, but not limited to, the costs of administering the Contract. The 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.
- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty, except for existing payment obligations.
- CC. Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the 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 Attachment A, Scope of Work.
2. **Term of Contract:** This Contract shall commence on May 15, 2022 and continue through May 14, 2024, unless otherwise terminated as provided by this Contract.
3. **Contract Renewal:** This Contract may be renewed on an annual basis by mutual written agreement of both Parties, contingent upon renewal of NASPO ValuePoint contract. The County does not have to give a reason if it elects not to renew.
4. **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.
5. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities
6. **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 “Z”, 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.
7. **Compliance with County Information Technology Policies and Procedures:**
  - A. **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:
  - B. **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.
  - C. **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.

- D. 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.
- E. 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.
- F. 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.
- G. Security Audits:** Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.
- 8. 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 subcontractors associated with accomplishing work and services hereunder. The 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 the County.

9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The 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 the Contract.

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 three (3) years after final payment is received from the County.

11. **Data Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12. **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 the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

13. **Disputes:**

- 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 the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the 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 the 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 the Contract, the 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 the Contract adjustment for which the Contractor believes the County is liable.

- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

14. **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.

15. **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.

16. **Equipment Acceptance Testing:** Acceptance testing is intended to ensure that the equipment acquired operates in substantial accord with the Contractor's technical specifications, is adequate to perform as warranted by the Contractor, and evidences a satisfactory level of performance reliability prior to its acceptance by the County. Any Orders requiring Acceptance testing shall include such acceptance testing requirements in said Order. Absent specific acceptance testing language in an Order, there shall be no acceptance criteria or testing. If the equipment to be installed includes operating software as listed in the Contract or Order, such operating software shall be present for the acceptance test (as specifically set forth in the Order) unless substitute operating software acceptable to the County is provided. Acceptance testing,

if applicable, shall be specified in the Order for any newly installed technology systems, subsystems, and individual equipment, and machines which are added, or field modified, i.e. modification of a machine from one model to another, after a successful performance period.

17. **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. 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.

18. **Gratuities:** 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 goods or 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.

19. **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.

20. **Lobbying:** On the 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 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.

21. **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 the County through the County's Project manager.

22. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

Pitney Bowes, Inc.

Attn: Bill Walter 3001 Summer Street  
Stamford, CT 06905-4317  
Email: [Bill.Walter@pb.com](mailto:Bill.Walter@pb.com)  
Phone: 480-206-2984

Cc: Attn: Art Adams  
Email: [art.adams@pb.com](mailto:art.adams@pb.com)  
Phone: 203-351-7866  
Francie Coffey, Account Contact  
Email: [Francie.Coffey@pb.com](mailto:Francie.Coffey@pb.com)

County: County of Orange  
County Procurement Office  
Attn: Yarida Guzman, Deputy Purchasing Agent  
1300 S. Grand Avenue, Bldg. A Santa Ana, CA 92705  
Phone: 714-567-7368  
Email: [Yarida.Guzman@ocgov.com](mailto:Yarida.Guzman@ocgov.com)

Cc: Attn: Lara Seto or Sapreena Leoso  
Email: [Lara.Seto@ocgov.com](mailto:Lara.Seto@ocgov.com) or [Sapreena.Leoso@ocgov.com](mailto:Sapreena.Leoso@ocgov.com)  
Phone: 714-567-7348 or 714-567-7363

23. **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.
24. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. 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 recitals and articles of this Contract, and then the exhibits and attachments.
25. **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 symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays 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 services.
26. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents 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.
27. **Subcontracting:** 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

28. **Termination Orderly:** After receipt of a termination notice from County terminating this Contract, and expiration of any applicable cure period referenced in Paragraph K, Contractor may submit to County a termination claim. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar

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 and submission of a termination claim, County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the 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 the Contract.

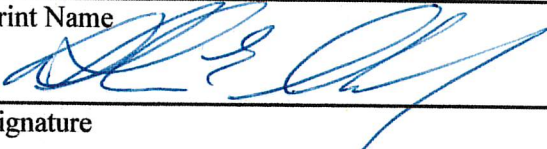
29. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
30. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the 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 the Contract term, or any subsequent renewal term, if applicable.
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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

PITNEY BOWES INC.\*


\*If Contractor is a corporation, signatures of two (2) 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. 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.

Arthur E. Adams Jr.	Director, Government Contract Compliance
Print Name	Title
	May 12, 2022
Signature	Date

_____	_____
Print Name	Title
_____	_____
Signature	Date

\*\*\*\*\*

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

Kevin Work	Procurement Programs Manager, OPA
Print Name	Title
	5/13/22
Signature	Date

\*\*\*\*\*

**SIGNATURE AUTHORITY DELEGATION**  
**PITNEY BOWES INC., SENDING TECHNOLOGY SOLUTIONS DIVISION (FOR U.S. ONLY)**  
**(Effective as of September 23, 2020)**

I delegate the authority to sign U.S. customer contracts on behalf of the Pitney Bowes Sending Technology Solutions division as well as any other documents needed to fulfill the contract, to the individuals with the titles listed below. **This delegation supersedes all previous delegations and 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 SENDING TECHNOLOGY SOLUTIONS, INCLUDING GLOBAL SERVICE, AND INTEGRATED SERVICE AND SOLUTIONS**

Senior Vice President of Global Sales, Global SendTech Solutions – All amounts  
Vice President and Chief Financial Officer, SendTech and GFS - All amounts  
Director II Financial Planning & Analysis, Pitney Bowes SendTech – All amounts  
Director Decision Support, Pitney Bowes SendTech – All amounts

**PITNEY BOWES SENDING TECHNOLOGY SOLUTIONS, INCLUDING GLOBAL SERVICE**

Vice President, Business Management, SendTech – All amounts  
Director, Government Contract Compliance - (for all WSCA/NASPO related agreements only) - All amounts  
District Directors – (for Pitney Bowes Inc. form non-disclosure agreements only)  
Regional Vice President, SendTech Sales – (for SendTech U.S. contracts under \$100K only)

**GLOBAL SERVICE AND INTEGRATED SERVICE AND SOLUTIONS**

Vice President, Technology, Optimization and Business Support (for Global Service and Integrated Service and Solutions only) – All amounts  
Vice President, Technical Support - (for Field Service and Technical Support only) – All amounts  
Vice President, Solutions Development and Innovation, Integrated Service and Solutions - (for Integrated Service and Solutions only) – All amounts  
Director, Integrated Service and Solutions, Spokane Customer Operations - (for Integrated Service and Solutions only) – Contract values up to \$20,000

**SENDECH GLOBAL PRODUCT MANAGEMENT**

Senior Vice President, Product Management – All amounts  
Vice President, Product Management, SendTech Shipping and Digital Solutions – (for SendTech Shipping and Digital Solutions only) - All amounts  
Vice President, Product Management, Mail Finishing – (for Mail Finishing only) – All amounts  
Director Mail Center Solutions, SendTech Mail Creation & OEM – (for Software (including OEMs) and Mailstream on Demand™ only) - All amounts  
Director SendTech SaaS and Digital Apps - (for SendPro Online only) – All amounts

**SENDECH U.S. DEALER OPERATIONS**

Vice President, New Business, SendTech - (for SendTech U.S. Dealer Operations only) – All amounts  
Manager, Customer Service Operations - (for SendTech U.S. Dealer agreements only) – Contract values up to \$5000

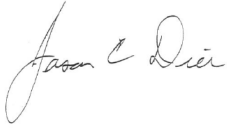
**SUB-DELEGATION AUTHORITY**



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.

Senior Vice President of Global Sales, Global SendTech Solutions  
Vice President and Chief Financial Officer, SendTech and GFS  
Vice President, Business Management, SendTech  
Vice President, Technology, Optimization & Business Support  
Vice President, Technical Support  
Vice President, Solutions Development and Innovation, Integrated Service and Solutions  
Senior Vice President, Product Management, SendTech  
Vice President, New Business, SendTech U.S.

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



---

Jason Dies  
Executive Vice President and President  
Pitney Bowes Sending Technology Solutions

## **ATTACHMENT A SCOPE OF WORK**

### **I. INTRODUCTION AND BACKGROUND**

The County of Orange is comprised of 22 Departments and has approximately 17,500 employees located throughout the County. County's core businesses are public safety, 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. Tabbers, Production
  21. Mailing Furniture (specific to a category)
  22. Mailing Furniture (general)
  23. Accessories

24. Software, License and Subscription
  25. Training
  26. Supplies /Consumables
  27. Equipment Leasing
  28. Equipment Rental
- B.** Contractor shall assign a Project Manager to handle all requests from the County.
  - 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 as per the Master.
  - G.** All request 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.
  - H.** All Software terms and conditions shall be negotiated and agreed to by the County department and Contractor.
  - I.** Equipment Maintenance Shop Work is included in this price agreement at no extra charge when a maintenance agreement is in place after the initial warranty period. A comparable piece of equipment will be loaned, when required, at no extra charge when a maintenance agreement is in place after the initial warranty period. When the equipment needs to be taken from the premises for repair or maintenance, the department supervisor or other authorized person in charge of equipment maintenance must be notified in writing and a receipt must be left for the equipment prior to removal.
  - J.** **Response Time:** Contractor must respond to service calls via phone, or e-mail within two (2) hours upon receipt of County request.
  - K.** **Maintenance:** Contractor shall provide on-site service repairs within four (4) hours 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.
  - L.** **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 has 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 delivery within twenty-four (24) hours. Contractor shall deliver as requested with no 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.
- 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  
PRICING AND COMPENSATION**

- I. COMPENSATION:** This is a fixed fee Contract between County and Contractor for Mailing Equipment, Supplies and Maintenance as provided in Attachment D , State of Arizona, NASPO ValuePoint Contract #CTR058808.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements 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. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraph "C" – Amendments and "P" – Changes of County's General Terms and Conditions.

- II. PRICING:** Per the State of Arizona, NASPO ValuePoint Contract #CTR058808, Attachment E, Pitney Bowes Price Book.

- III. PAYMENT TERMS:** Contractor shall reference Contract number on invoice. Payment shall be after receipt of an invoice in a format acceptable to County and verified and approved by the Department and subject to routine processing requirements.

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

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

Payments made by the County shall not preclude the right of the 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.

Contractor shall provide an official invoice for services rendered. Each invoice shall have a number and shall include the following information:

- A.** Contractor's name and address;
- B.** Contractor's remittance address;
- C.** Contractor's Federal Tax I.D. Number;
- D.** Name of County Department;
- E.** Service address;
- F.** Subordinate Agreement MA-DO, PO or CT Number;
- G.** Service description;
- H.** Rate, service date(s), quantity; and
- I.** Total Amount Due

**IV. ELECTRONIC FUNDS TRANSFER (EFT):** The 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 email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.



**ATTACHMENT C  
COUNTY OF ORANGE  
CALIFORNIA PARTICIPATING ADDENDUM**

Master Agreement #: **CTR058808**

Contractor: **PITNEY BOWES INC.**

Participating Entity: **COUNTY OF ORANGE, CALIFORNIA**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:  
 This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
  
2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Mailing Equipment, Supplies and Maintenance. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
  
3. Term:  
 This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
  
4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Art Adams, Director Government Contract Compliance
Address:	Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	(203) 351-7866
Fax:	(203) 460-3827
Email:	art.adams@pb.com

**PARTICIPATING ENTITY:**

Name:	Sapreena Leoso, County of Orange
Address:	1300 S. Grand Ave., Bldg. A, Santa Ana, CA 92705
Telephone:	714-567-7314
Fax:	714-567-7307
Email:	<a href="mailto:Sapreena.Leoso@ocgov.com">Sapreena.Leoso@ocgov.com</a>

**Participating Entity Modifications and Additions to the Master Agreement**

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

1. General Terms and Conditions, Additional Terms and Conditions, Attachment A, and Attachment B, set forth in this Contract RCA-017-22010108 take precedence over the Arizona NASPO ValuePoint Master Agreement Number CTR058808.
2. Any need for a software license agreement shall be negotiated to the mutual agreement, in writing, of the Purchasing Entity's authorized individual and Contractor and attached to the purchase document. List of Software Licenses offered under this Participating Addendum, all of which must be negotiated by the Parties at time of purchase, are attached hereto as Attachment BB.
3. All purchasing entities 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.
4. Lease Agreements:  

Equipment Lease and Rental Agreements are authorized under this Participating Addendum in accordance with the terms of this Contract. Attachment AA reflects the lease and/or rental options Participating State/Entity has agreed to use. Any underlying leases to this agreement will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The following, together with their respective terms and conditions are offered for lease or rental transactions under this Participating Addendum.

  - (a) FMV Rental – Option B, and
  - (b) State & Local Fair Market Value Lease – Option C

Sales & Purchase Tax will be charged, if required under your State Statute.
5. Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.
6. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, Contract RCA-017-22010108.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

## ATTACHMENT AA

### **SUMMARY OF LEASING/RENTAL PROGRAMS UNDER SOLICITATION # CTR058808**

Pitney Bowes Global Financial Services offers a variety of equipment leasing and lease/rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you. Notwithstanding the foregoing, only Option C below may be used for the DI2000 and Lockers.

#### **FAIR MARKET VALUE Rental - Option B**

This program provides you with 24, 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience with a termination charge of 90 day notice of cancellation and pay one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute.

#### **FAIR MARKET VALUE LEASE - Option C**

This program provides you with a 24, 36, 48 or 60 Month lease term with the option to purchase the equipment at the end of the lease for its then Fair Market Value or you can enter into a new Lease, or return the equipment. Sales & Purchase Tax will be charged, if required under Your State Statute.

Example of lease/rental payments based on a \$10,000.00 equipment price:

MONTHLY LEASE RATES		
TERM	OPTION B	OPTION C
24	0.0514	0.0466
36	0.0377	0.0329
48	0.0309	0.0261
60	0.0270	0.0221

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION*		
TERM	OPTION B	OPTION C
24	\$ 514.00	\$ 466.00
36	\$ 377.00	\$ 329.00
48	\$ 309.00	\$ 261.00
60	\$ 270.00	\$ 221.00

\*Monthly payment excludes sales and purchase tax. Sales and/or purchase tax will be charged, if required, under your state statute.

#### **SPECIAL COTERMINOUS LEASE RATES**

Pitney Bowes can offer to our current leasing customers the opportunity to enter into a "coterminous lease" for the purposes of acquiring additional accessories and solutions for their current equipment. The term of the lease will be consistent with the number of months remaining on the lease contract for the existing equipment. For example, a customer with 18 months remaining on a lease will be offered an 18-month lease for additional accessories or solutions. Invoices will show two separate line items reflecting the current machine lease and the new coterminous lease. The coterminous lease will be subject to the same terms and conditions as the original lease. Below are the monthly co-terminus lease rates for NASPO ValuePoint CTR058808 Financing Option B and Option C. Please note that in no event shall the lease term for a DM Infinity meter go beyond 6/30/2024.

Co-Terminus Rates		
TERMS	OPTION B	OPTION C
12	0.0931	0.08842
15	0.0764	0.07170
18	0.0653	0.06056
21	0.0573	0.05261
24	0.0514	0.04660
27	0.0468	0.04214
30	0.0431	0.03844
33	0.0402	0.03542
36	0.0377	0.03290
39	0.0356	0.03089
42	0.0338	0.02907
45	0.0323	0.02750
48	0.0309	0.02610
51	0.0298	0.02499
54	0.0288	0.02392
57	0.0279	0.02296

**ATTACHMENT BB  
SOFTWARE**

**On-Demand Subscription Services Agreement  
On-Premise Software License Agreement  
Hosting Addendum  
DI2000 Terms**

**ATTACHMENT D**  
**STATE OF ARIZONA NASPO VALUEPOINT CONTRACT #CTR058808**  
**(Attached separately)**

**You may also click on link below to collect all Contract documents;**

**[https://www.naspovaluepoint.org/portfolio/mailing-equipment-supplies-and-maintenance- 2022-2027/pitney-howes-inc/](https://www.naspovaluepoint.org/portfolio/mailing-equipment-supplies-and-maintenance-2022-2027/pitney-howes-inc/)**

**ATTACHMENT E  
PITNEY BOWES PRICE BOOK**

**(ATTACHED SEPARATELY)**

**You may also click on link below for the State of Arizona NASPO ValuePoint Contract #CTR058808 pricing information;**

**<https://www.naspovaluepoint.org/portfolio/mailing-equipment-supplies-and-maintenance - 2022-2027/pitney-bowes-inc/>**