AGREEMENT BETWEEN THE CITY OF DORAL, FLORIDA AND PITNEY BOWES INC

This Agreement ("Agreement") made up this 23rd day of <u>September 2019</u>, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and Pitney Bowes Inc. ("Contractor") having its place of business at 2368 Stoney Glen Drive, Fleming Island, FL 32003, for the provision of maintenance and leasing of mail processing equipment and related supplies and services.

WHEREAS, Pitney Bowes Inc. has an active agreement with the State of Florida (State Term Contract No. 44102100-17-1), dated February 20, 2017, which was competitively entered into in a manner consistent with Chapter 2 of the City Code; and

WHEREAS, on September 11, 2019 the Mayor and the City Council members adopted Resolution No. 19-229 authorizing the City Manager to adopt and to enter into an agreement with Pitney Bowes Inc., for the provision of maintenance and leasing of mail processing equipment and related supplies and services, based on the State of Florida Mail Processing Equipment contract with Pitney Bowes Inc., for a period of a five (5) year period, from February 20, 2017 to February 19, 2022, with an option to renew the agreement in whole or in part, for a Renewal Term not to exceed the Initial Contract Term.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Agreement. The City of Doral and Pitney Bowes Inc, agree on the provision of maintenance and leasing of mail processing equipment and related supplies and services, State Contract No. 44102100-17-1, for a service period of 60 months as provided for in Section 1.2.27 of State Contract No. 44102100-17-1 "Lease agreements and the terms of this Contract under which those lease agreements were made during the term of the Contract will survive the term of the Contract through to the completion of the term of the Lease."

EXCEPT AS PROVIDED HEREIN, all other terms, pricing and conditions are subject to State of Florida, State Term Contract No. 44102100-17-1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date for above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original.

WITNESSES:

ATTEST:

By: / will
Name: Lus Welendez

PITNEY BOWES INC.

Name: _

Title: Sales

CITY OF DORAL

Connie Diaz, City Clerk

Albert Childress, City Manager

Approved as to Form and Legal Sufficiency for the Use And Reliance of the City of Doral Only:

Luis Figueredo, City Attorney



State of Florida Contract #44102100-17-1 Order Form

State of Florida Contract #4410210	Agreement Number		
Your Business Information			
Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
City Of Doral			,
Sold-To: Address			
8401 NW 53rd Ter, Doral, FL, 33166-4517, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Luis Sanchez	(305) 593-6725	0018271428	
Bill-To: Address			
8401 NW 53rd Ter, Doral, FL, 33166-4517, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Luis Sanchez	(305) 593-6725	0018271428	luis.sanchez@cityofdoral.com
Ship-To: Address			
8401 NW 53rd Ter, Doral, FL, 33166-4517, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Luis Sanchez	(305) 593-6725	0018271428	

Your	Business	Needs

PO#

Qty	Item	Business Solution Description	
1	RELAY3500	RELAY3500	
1	CRMB	CRight Mailer Elec Deliv Stand-alone Sw	
1	F790042-01	Power Cord	
	F90I	Basic Installation and Training	
1	SMA_TIER2	SMA Tier 2-Software Service Agreement	
1	STDSLA	Standard SLA-Equipment Service Agreement (for RELAY3500)	
1	TI35	Relay 3500 w/Install & Training	
1	SENDPROENTERPRISE	SendPro Enterprise	
1	397-B	10 lb / 5 kg USB Scale	
1	6WB-F	PBSMARTPSTGE 4X6 SHIPPING LBLS	
1	6WB-F	PBSMARTPSTGE 4X6 SHIPPING LBLS	
1	JZ20	SendPro Enterprise Medium-Volume Printer	
1	MSPQ	Q SendPro P SendSuite Interface	
	SMS1	SSL SPS Mid Assist Service	

1	SPE30	100 lb. Tabletop Scale		
1	SPEISS-C	SPE-MC 500 labels/mo, \$0.125/ibl overage		
	SPEPS	SPE Implementation		
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Enterprise)		
1	T6WE	Tethered Wedge Scanner for SSTO		
1	SENDPROPSERIES	SendPro P Series		
1	1FWW	10lb Interfaced Weighing Feature		
1	4W00	Connect+ /SendPro P Series Meter		
1	APA1	50 Dept Analytics		
1	APKE	SendPro P Receiving Feature		
1	APKF	SendPro P Shipping Feature Access		
1	AZBE	SendPro P Series Mono Print Module		
1	AZCG	SendPro P2000 Basic (145/70LPM)		
1	M9SS	Mailstream Intellilink Services		
1	ME1C	Meter Equipment - P Series, LV		
1	MSD2	15" Color Touch Display		
1	MW90007	SendPro P Series Drop Stacker		
1	MW96000	Weighing Platform		
1	SBDS	Barcode Scanner		
1	SJM5	Softgaurd for Sendpro P2000 Basic/500W		
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)		
1	TECS	Receiving - Standard		
1	SSO	SendSuite Tracking Online		
1	J596037	Five Bay Cradle for T764/5, T6MD/E		
	SSS4	Implementation Half Day Rate - Solutions		
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendSuite Tracking Online)		
1	T61C	Mobile Scanner Single Bay Cradle		
2	T6MD	SSTO - Wireless Mobile Scanner T6MD		

1	T8DD	Enhanced Receive a	and Deliver	
Your P	ayment Plan			
Initial Term: 60 months Initial Payment Amount:			() Tax Exempt Certificate Attached	
Numb	er of Months	Monthly Amount	Billed Quarterly at*	() Tax Exempt Certificate Not Required
60		\$ 1,452.97	\$ 4,358.91	 (X) Purchase Power® transaction fees included () Purchase Power® transaction fees extra
	Signature Below	nase Order, vou are entering into a L	ease Agreement nursuant to the term	s and conditions of the Florida STC No. 44102100-17-1. If software is included
4410210 State/En	10-17-1 tity's Contract#			
Lessee :	Signature		Pitney	Bowes Signature
Print Na	me		Print N	lame
Title			Title	
Date			Date	
Email Ad	ddress		-	
Sales I	nformation		8 8 X 20 A	
Luis Sa	nchez		luis.sanchez@pb.com	
Account	Rep Name		Email Address	PBGFS Acceptance

RESOLUTION No. 19-229

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING FLORIDA STATE DEPARTMENT MANAGEMENT SERVICES CONTRACT NO. 44102100-17-1, WHICH WAS COMPETITIVELY ENTERED INTO IN A MANNER SIMILAR TO THAT SET FORTH IN CHAPTER 2. ARTICLE V OF THE CITY'S CODE. AND TO ENTER INTO AN AGREEMENT WITH PITNEY BOWES INC. FOR THE MAIL PROCESSING EQUIPMENT AND ANNUAL MAINTENANCE SERVICES TO BE USED BY THE GOVERNMENT CENTER AND THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS: AUTHORIZING THE CITY MANAGER TO ADOPT THE EXISTING FLORIDA STATE CONTRACT AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION: AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, postage meters allow the City to print postage indicia directly onto the City's mail pieces; and

WHEREAS, as the current maintenance agreement, approved by the Mayor and the City Council-Members via Resolution No. 14-137 (approved 5-0), is set to expire within in October 2019, the City of Doral needs to enter into an agreement to lease mail processing equipment and associated annual maintenance services for Citywide facilities; and

WHEREAS, the City of Doral has budgeted for the leasing of mail processing equipment and associated annual maintenance services to be utilized by the Government Center and Police Department; and

WHEREAS, pursuant to Section 2-322 of the City Code, staff respectfully recommends to adopt the Florida State – Department of Management Services, Contract No. 44102100-17-1, and enter into agreements with Pitney Bows for the term

of the contract and any extension periods for the provision of maintenance and leasing of mail processing equipment and related supplies and services for the Doral Government Center and the Police Department in an amount not to exceed annual budgeted funds; and

WHEREAS, funds for these services are budgeted on a yearly basis in the General Fund Account Number 001.50005.500410 — Communication and Freight Services, and Account Number 001.50005.500440 — Rental and Leases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

<u>Section 1.</u> Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Authorization. The Mayor and the City Council of the City of Doral hereby authorizes the City Manager to adopt the existing Florida State – Department of Management Services, Contract No. 44102100-17-1, and to enter into an agreement with Pitney Bowes Inc. for the term of the contract and any necessary extension periods for the provision of maintenance and leasing of mail processing equipment and related supplies and services for the Doral Government Center and the Police Department in an amount not to exceed annual budgeted funds. Funds for these services are budgeted on yearly basis in the General Fund Account Number 001.50005.500410 – Communication and Freight Services, and Account Number 001.50005.500440 – Rental and Leases.

Res. No. 19-229 Page 3 of 4

<u>Section 3.</u> <u>Implementation.</u> The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

<u>Section 4.</u> <u>Effective Date.</u> This Resolution shall take effect immediately upon adoption.

Res. No. 19-229 Page 4 of 4

The foregoing Resolution was offered by Councilmember Cabral who moved its adoption.

The motion was seconded by Vice Mayor Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez Yes Vice Mayor Claudia Mariaca Yes Councilwoman Digna Cabral Yes

Councilman Pete Cabrera Absent/Excused

Councilwoman Christi Fraga Yes

PASSED AND ADOPTED this 11 day of September, 2019.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST

CONNIE DIAZ, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

LUIS FIGUEREDO, ESQ.

CITY ATTORNEY