



MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
Led by the **State of Arizona**

STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES
The state of Georgia End User Lease Agreement

PURCHASING ENTITY LEASE AGREEMENT	
Contractor's Full Legal Name:	Quadient, Inc.
Contractor's Statewide Contract#:	99999-SPD-T20271514-0001
Cooperative Contract Reference #	NASPO ValuePoint Contract #CTR058809
Purchasing Entity Name:	DeKalb County Georgia
Purchasing Entity Billing Address:	1300 Commerce Drive, Decatur GA 30030

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, the Purchasing Entity desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this Purchasing Entity Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. EQUIPMENT AND SERVICES. Pursuant to the terms and conditions of

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the Statewide Contract, Contractor agrees to lease to Purchasing Entity the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the Purchasing Entity the installation and maintenance and other services described in the Statewide Contract.

- 2. TERM AND RENEWAL.** The initial term of this Purchasing Entity Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year (July 1 - June 30). Thereafter, the Purchasing Entity Lease Agreement may be renewed at the sole discretion of the Purchasing Entity on a year- to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. Purchasing Entity may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this Purchasing Entity Lease Agreement shall apply during any and all renewals.
- 3. SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the Purchasing Entity and shall install the Equipment at the Purchasing Entity's premises at no cost to the Purchasing Entity. Shipment/Delivery shall be FOB: Destination.
- 4. PAYMENT AND ACCEPTANCE.** Purchasing Entity agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the Purchasing Entity as hereinafter provided. Contractor shall not invoice Purchasing Entity in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the Purchasing Entity, Contractor shall provide written notification of completion of the delivery, installation and any other required services to the Purchasing Entity ("Delivery/Installation Notice"). Purchasing Entity shall have thirty (30) days from the date of receipt of the Delivery/Installation Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the Purchasing Entity, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the Purchasing Entity to issue an acceptance or rejection notice on or before the end of the

Invoices must be submitted to: DeKalb County
Accounts Payable
1300 Commerce Drive, 4th Floor
Decatur, GA 30030

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Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event Purchasing Entity issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. Purchasing Entity shall not unreasonably withhold or delay such acceptance or rejection.

5. TERMINATION. Termination of this Purchasing Entity Lease Agreement shall be governed by the following provisions_:

- a. Each party has the right to terminate this Purchasing Entity Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Contractor shall provide prompt written notice to DOAS of any and all default notices sent to a Purchasing Entity.
- b. Provided that Contractor is in default of this Purchasing Entity Lease Agreement, Purchasing Entity may terminate this Purchasing Entity Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- c. Purchasing Entity may terminate this Purchasing Entity Lease Agreement, in whole or in part, immediately, without notice, if: (i) Purchasing Entity deems that such termination is necessary to prevent or protect against fraud or otherwise protect Purchasing Entity's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).
- d. If Purchasing Entity terminates this Purchasing Entity Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this Purchasing Entity Lease Agreement as set forth in subsection (a) above, then Purchasing Entity will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.

6. EQUIPMENT RETURN. Upon termination of the Purchasing Entity Lease,

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Contractor must coordinate with the Purchasing Entity to enter the premises of the Purchasing Entity and *remove* the leased/rented equipment. Contractor should arrange and confirm removal times with Purchasing Entities during the Purchasing Entities' normal business hours and subject to the Purchasing Entities' operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the Statewide Contract Form.

- 7. FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this Purchasing Entity Lease Agreement shall terminate without further obligation of the Purchasing Entity as of that moment. The determination of the Purchasing Entity as to the occurrence of the events stated herein shall be conclusive; Purchasing Entity represents, however, that it will use reasonable care that the termination of this Purchasing Entity Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
- 8. PURCHASE OPTION.** Purchasing Entity, at its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to Purchasing Entity and Contractor.
- 9. TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the Purchasing Entity makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, Purchasing Entity will provide a certificate of tax exemptions which apply to this Purchasing Entity Lease Agreement.
- 10. ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this Purchasing Entity Lease Agreement.
- 11. WAIVER AND SEVERABILITY.** The waiver by Purchasing Entity of any breach of any provision contained in this Purchasing Entity Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this

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Purchasing Entity Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Purchasing Entity Lease Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Purchasing Entity Lease Agreement have no substantive meaning or content and are not a part of this Purchasing Entity Lease Agreement.

12. APPLICABLE LAW AND VENUE. This Purchasing Entity Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

13. NOTICES. All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

PURCHASING ENTITY	CONTRACTOR
Name: Delois Robinson	Name: Quadient, Inc.
Title: Procurement Manager	Title: Lessor
Address: 1300 Commerce Drive Decatur GA 30030	Address: 478 Wheelers Farms Rd Milford, CT 06461
Email Address: drobinson@dekalbcountyga.gov	Email Address: us.government@quadient.com

14. TITLE AND RISK OF LOSS. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the Purchasing Entity shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by Purchasing Entity in accordance with Section 4 "Payment and Acceptance". Insurance during shipment and until the Equipment is accepted by Purchasing Entity is the responsibility of the Contractor.

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15. ENTIRE AGREEMENT. This Purchasing Entity Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of Purchasing Entity or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Purchasing Entity Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

IN WITNESS WHEREOF the parties have executed this User Agency Lease Agreement effective the date first written above.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Quadient, Inc.
Authorized Signature:	<i>John Tartaro</i>
Printed Name and Title of Person Signing:	John Tartaro, Deputy CFO
Date:	Apr 06, 2023
Address:	478 Wheelers Farms Rd Milford, CT 06461

USER AGENCY

User Agency's Full Legal Name: (PLEASE TYPE OR PRINT)	DeKalb County, Georgia
Authorized Signature:	 <small>Signed by: Michael L. Thurmond Date & Time: 23-Jan-2023 14:28:54 EST</small>
Printed Name and Title of Person Signing:	Michael L. Thurmond, CEO
Date:	January 23, 2023
Address:	1300 Commerce Dr Decatur, GA 30030

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA



Signed by: Michael L. Thurmond

Date & Time: 23 Jan, 2023 14:29:01 EST

by Dir. (SEAL)

MICHAEL L. THURMOND

Chief Executive Officer

DeKalb County, Georgia

Date

ATTEST:



Signed by: Barbara Sanders-Norwood

Date & Time: 24 Jan, 2023 10:03:28 EST

BARBARA H. SANDERS-NORWOOD, CCC, CMC

Clerk of the Chief Executive Officer

and Board of Commissioners of

DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:



Signed by: Clyde Stovall

Date & Time: 19 Jan, 2023 16:40:33 EST

Department Director

APPROVED AS TO FORM:



Signed by: Clark Candler

Date & Time: 23 Jan, 2023 10:21:31 EST

County Attorney Signature

County Attorney Name (Typed or Printed)

Attachment 1
60 MONTH LEASE TERM/EQUIPMENT SCHEDULE

EQUIPMENT/SERVICES DESCRIPTION	
Manufacturer & Model Name:	Two (2) iX-9 Mailing System with SMART software
Accessories:	Two (2) Dynamic Weighing Platforms; 30lb Scale; 149 lb scale; Two (2) remote label dispensers, Two (2) conveyors
Services/Maintenance:	Included
Additional Description (if any):	

60 MONTH LEASE TERM	
Total Lease Term:	60 MONTHS
Initial Term:	Date of State Entity Acceptance* through June 30, 2023
First Renewal:	July 1, 2023 through June 30, 2024
Second Renewal:	July 1, 2024 through June 30, 2025
Third Renewal:	July 1, 2025 through June 30, 2026
Fourth Renewal:	July 1, 2026 through June 30, 2027
Final Renewal:	July 1, 2027 through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 60 months, billed quarterly.
Monthly Payment Amount:	\$ 1,918.19
*The Date of State Entity Acceptance shall be the date that the State Entity accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

DELIVERY ADDRESS & STATE ENTITY CONTACT	
State Entity Contact Name:	Steven C. Jones
Phone Number:	(470) 717-0412
Email:	scjones@dekalbcountyga.gov
State Entity Delivery Address:	Central Mail Room, 4380 Memorial Drive, Decatur GA 30032
Delivery Date:	ASAP