



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1057130  
**Solicitation Description:** ADDENDUM 3 internal mail tracking solution.  
**Proc Type:** Agency Contract - Fixed Amt

| Solicitation Closes | Solicitation Response        | Version |
|---------------------|------------------------------|---------|
| 2022-08-12 14:30    | SR 0802 ESR08102200000000667 | 1       |

**VENDOR**  
 000000101263  
 PITNEY BOWES INC

**Solicitation Number:** ARFQ 0802 DMV2300000002  
**Total Bid:** 27869.75999999999839928932487 **Response Date:** 2022-08-10 **Response Time:** 16:23:36  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Kristine E James  
 304-414-7104  
 kristy.e.james@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc                  | Qty      | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------|----------|------------|------------|-----------------------------|
| 1    | Internal Mail Tracking System | 48.00000 | MO         | 580.620000 | 27869.76                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43231515  |              |               |         |

**Commodity Line Comments:** 48 Month Lease Contract: \$580.62 per month (billed quarterly)

**Extended Description:**

Internal Mail Tracking Hardware and Software

| Line | Comm Ln Desc              | Qty     | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---------------------------|---------|------------|------------|-----------------------------|
| 2    | Installation and Training | 1.00000 | EA         | 0.000000   | 0.00                        |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111809  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**

Installation and Training

| Line | Comm Ln Desc                                                 | Qty     | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------------------------------------------|---------|------------|------------|-----------------------------|
| 3    | Hardware and Software Maintenance<br>INCLUDED IN COST OF BID | 0.00000 | EA         | 0.000000   | 0.00                        |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112200  |              |               |         |

**Commodity Line Comments:**

**Extended Description:**

Hardware and Software Maintenance and Support.  
INCLUDED IN COST OF BID

## State of West Virginia



## Pitney Bowes Proposal Response

### Solicitation # DMV230000002 - Mail Tracking System

Due: August 10, 2022 @ 2:30pm

Submitted by:  
Susan Lopinsky  
Major Account Manager  
Pitney Bowes Inc.  
Phone: 304-881-9298  
Email: [Susan.lopinsky@pb.com](mailto:Susan.lopinsky@pb.com)

August 10, 2022

State of West Virginia  
Division of Highways  
Attention: Kristine James  
1900 Kanawha Blvd E  
Charleston, WV 25305

RE: Solicitation # DMV2300000002 - Mail Tracking System  
Solicitation Response Date: August 10,2022 @ 2:00 PM

Attachments: Pitney Bowes Customer Satisfaction Guarantee  
Signed bid pages and pricing sheets  
West Virginia Purchasing Affidavit  
Certificate of Insurance  
Pitney Bowes State and Local Fair Market Value Lease Terms

Dear Ms. James:

Pitney Bowes Inc. is pleased to submit the enclosed offer in response to the referenced Solicitation # DMV2300000002 - Mail Tracking System. For more than 100 years, Pitney Bowes has been helping state and local governmental customers meet their varied mailing needs at highly competitive prices. As the original equipment and software manufactures and service providers of the products offered, we are committed to providing superior customer service, product quality, value-based solutions and technology, innovative cost solutions and outstanding service. ***Please note, this offer is contingent on the terms of this offer letter. Any subsequent contract or purchase order will be governed by the terms of your solicitation document as well as any terms contained in our proposal. If the terms and conditions are not acceptable as offered, the price proposal as provided is not valid and subject to change and new negotiation.***

The following proposal outlines our offer. PBI bids in accordance with the bid and included with our submittal are the Pitney Bowes Rental terms and conditions. Please note that the agreements referenced above as attachments, are industry standard and are specific to the structure being offered. Pitney Bowes agrees to negotiate in good faith.

Per the Q&A that was posted with Addendum 1, the pricing on our Excel price page attached to this response is the monthly all-inclusive Lease cost for a forty-eight (48) month lease contract.

Pitney Bowes respectfully notes the following exceptions or modifications to the West Virginia Terms and Conditions. Modifications will be indicated with exception as struck through and in red font and additions will be in italics.

**General Terms and Conditions (Agency Delegated Procurements Only)**

Section 1, Contractual Agreement: This section should be revised so that the last sentence reads:

"Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract. *For the avoidance of doubt, the Contract executed by the parties shall consist of these general terms and conditions and Vendor's State and Local Fair Market Value Lease Terms, which is incorporated in the Contract by reference. These general terms and conditions and Vendor's State and Local Fair Market Value Lease Terms together shall form the entire Contract between the parties.*"

Section 25, SUBSEQUENT FORMS: PBI respectfully takes exception to this as written and requests the following modifications be made to this section. This section should be revised so that the last sentence reads:

"The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. *For the avoidance of doubt, the Contract executed by the parties shall consist of these general terms and conditions and Vendor's State and Local Fair Market Value Lease Terms, which is incorporated in the Contract by reference. These general terms and conditions and Vendor's State and Local Fair Market Value Lease Terms together shall form the entire Contract between the parties.*"

We sincerely thank you for the opportunity of providing you with solutions that meet your goals. PBI looks forward to a long relationship and hope this will be one of many opportunities to become and remain one of your most valuable vendors.

Sincerely,



Susan Lopinsky  
Government/Major Account Manager  
304-881-9298

# About Us

Pitney Bowes is a global technology company providing commerce solutions that power billions of transactions. Clients around the world, including 90 percent of the Fortune 500, rely on the accuracy and precision delivered by Pitney Bowes solutions, analytics, and APIs in the areas of ecommerce fulfillment, shipping and returns; cross-border ecommerce; office mailing and shipping; presort services; and financing.



## Mailing Solutions

Remove complexity from mailing with technology solutions to accurately produce and process mail.



## Shipping Solutions

Multi-carrier technology that helps your entire organization make smarter decisions on every parcel you send.



## Lockers & Receiving Solutions

Simplify the inbound package and asset experience with custom built solutions that deliver safety, security and convenience.



## Business Automation

Digital solutions and services to enhance document production and multichannel output, while automating critical workflows.



## Professional Services

Our professional services help organizations start sending quickly and efficiently.



## Financial Services

Flexible business payment options, postage and carrier funding, and improve access to capital.

## Business Initiative Solutions

### Enable Remote Work

Empower employees to mail and ship from anywhere, even from home.

### Deliver Contactless Pickup

Provide convenient safe, secure, and flexible options for parcel delivery.

### Optimize Cashflow

Consolidated carrier payments, innovative postage funding, and flexible financing.

### Automate With API Integrations

Improve shipping operations, better manage cash flow, and reduce costs.

### Leverage Managed Services

Focus on your core business by outsourcing all or parts of your mailing process.

### Ensure Regulatory Compliance

Mitigate risk and protect private information in mailing and shipping workflows.



## Trust and Expertise

Recognized by JD Power 2 years in a row

- 2020 Certified Assisted Technical Support (tele support)
- 2021 Certified Technical Support and Service (tele, field, self service delivery)

97% overall customer satisfaction rating



## Local Partner

US-based with headquartered in Stamford, CT

Direct sales and service with local partner channel to support you everywhere you do business.



## 100+ Years of Experience and Innovation

Market leader in mailing and shipping

Over 3000 active patents



## Environmental sustainability

2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from The Center for Climate Solutions and The Climate Registry.

Reduced our electricity consumption by 11% in 2020

Achieve Carbon Neutrality by 2040



## Global reach

11,000 employees with 2,500 dedicated Global Service staff

Support over 750,000 businesses around the world including 90% of the Fortune 500



# Awards and Recognition

“We do the right thing, the right way.”



CLIMATE LEADERSHIP AWARDS 2020  
Excellence in Greenhouse Gas Management (Goal Setting Certificate) Recipient

2020 Best Corporations for Veteran's Business Enterprises



Pitney Bowes has been recognized by J.D. Power for providing “An Outstanding Customer Service Experience” for Technology Service and Support program\*



\*J.D. Power 2021 Certified Technology Service & Support Program, developed in conjunction with TSIA. Based on successful completion of an audit and exceeding a customer satisfaction benchmark for Technology Service and Support operations. For more information, visit <http://www.jdpower.com> or [www.tsia.com](http://www.tsia.com).

# Customer Satisfaction Guarantee

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Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes Service Level Agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

## **Guaranteed product performance**

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

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## **Guaranteed nationwide service**

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

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## **Help line support**

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00am until 8:00pm ET exclusive of holidays.

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## **Rate change protection**

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

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## **Operator productivity and training excellence**

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services.

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## **Purchase Power® service**

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

**We won't be satisfied until you are satisfied.**

*Harris Warsaw*

**Harris Warsaw**

Senior Vice President Global Sales, Global Sending Technology Solutions





**State of West Virginia  
Agency Request for Quote**

|                                                                     |                                 |
|---------------------------------------------------------------------|---------------------------------|
| <b>Proc Folder:</b> 1057130                                         | <b>Reason for Modification:</b> |
| <b>Doc Description:</b> ADDENDUM 3 internal mail tracking solution. | ADDENDUM 3                      |
| <b>Proc Type:</b> Agency Contract - Fixed Amt                       |                                 |

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-08-10  | 2022-08-12 14:30    | ARFQ 0802 DMV2300000002 | 4       |

**BID RECEIVING LOCATION**

BUDGET & PROCUREMENT  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-260  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 101263  
**Vendor Name :** Pitney Bowes Inc.  
**Address :** 3001 Summer Street  
**Street :**  
**City :** Stamford  
**State :** CT **Country :** USA **Zip :** 06926  
**Principal Contact :** Susan Lopinsky, Government/Major Account Manager  
**Vendor Contact Phone:** 304-881-9298 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Kristine E James  
 304-414-7104  
 kristy.e.james@wv.gov

**Vendor  
Signature X**

**FEIN#** 06-0495050

**DATE** 08/10/2022

**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

ADDENDUM 3 IS ISSUED FOR THE FOLLOWING REASONS

1. TO ATTACH VENDOR QUESTIONS AND RESPONSES
2. TO ATTACH REVISED GENERAL TERMS AND CONDITIONS, REVISED SPECIFICATIONS, REVISED PRICING PAGE
3. TO MODIFY THE BID OPENING FROM 08/10/22 TO 08/12/22

NO OTHER CHANGES

| INVOICE TO                                                           |    | SHIP TO                                                                                            |    |
|----------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------|----|
| DIVISION OF MOTOR VEHICLES<br>5707 MACCORKLE AVE. S.E.,<br>SUITE 200 |    | DIVISION OF MOTOR VEHICLES<br>RECEIVING AND PROCESSING<br>5707 MACCORKLE AVENUE,<br>S.E. SUITE 200 |    |
| CHARLESTON                                                           | WV | CHARLESTON                                                                                         | WV |
| US                                                                   |    | US                                                                                                 |    |

| Line | Comm Ln Desc                  | Qty      | Unit Issue | Unit Price | Total Price |
|------|-------------------------------|----------|------------|------------|-------------|
| 1    | Internal Mail Tracking System | 48.00000 | MO         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43231515  |              |               |         |

**Extended Description:**  
Internal Mail Tracking Hardware and Software

| INVOICE TO                                                           |    | SHIP TO                                                                                            |    |
|----------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------|----|
| DIVISION OF MOTOR VEHICLES<br>5707 MACCORKLE AVE. S.E.,<br>SUITE 200 |    | DIVISION OF MOTOR VEHICLES<br>RECEIVING AND PROCESSING<br>5707 MACCORKLE AVENUE,<br>S.E. SUITE 200 |    |
| CHARLESTON                                                           | WV | CHARLESTON                                                                                         | WV |
| US                                                                   |    | US                                                                                                 |    |

| Line | Comm Ln Desc              | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------------------|---------|------------|------------|-------------|
| 2    | Installation and Training | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81111809  |              |               |         |

**Extended Description:**  
Installation and Training

| INVOICE TO | SHIP TO |
|------------|---------|
|------------|---------|

DIVISION OF MOTOR  
VEHICLES  
5707 MACCORKLE AVE. S.E.,  
SUITE 200

DIVISION OF MOTOR  
VEHICLES  
RECEIVING AND  
PROCESSING  
5707 MACCORKLE AVENUE,  
S.E. SUITE 200

CHARLESTON                      WV  
US

CHARLESTON                      WV  
US

| Line | Comm Ln Desc                                                 | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------------------------------|---------|------------|------------|-------------|
| 3    | Hardware and Software Maintenance<br>INCLUDED IN COST OF BID | 0.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81112200  |              |               |         |

**Extended Description:**  
Hardware and Software Maintenance and Support.  
  
INCLUDED IN COST OF BID

| SCHEDULE OF EVENTS |
|--------------------|
|--------------------|

| <u>Line</u> | <u>Event</u>                | <u>Event Date</u> |
|-------------|-----------------------------|-------------------|
| 1           | TECHNICAL QUESTION DEADLINE | 2022-08-03        |

**SOLICITATION NUMBER:**  
**Addendum Number:**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A



**ARFQ 0802 DMV2300000002**  
**Internal Mail Tracking System**  
**Vendor Questions and Agency Response #2**

**Q1.** The original RFQ stated this bid was for a purchase and then asked for the cost for subscription renewals/support and maintenance amounts for following years. Then the first technical question asked was if you would prefer a purchase or a 48 month “all inclusive” lease. The answer was a 48 month all inclusive lease. However, none of the revised supported documents stated that. They still appear to be for a purchase. Can you please let me know, is this for a one-time purchase with annual renewals of software or is it for a 48-month lease?

**A1.** Addendum 3 includes the revised specifications, terms and conditions and revised pricing page to reflect a 48 month inclusive lease pricing requirement.

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.**

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project exceeding \$25,000 in total cost shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the Agency prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Agency prior to Contract award.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State’s sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance



mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:  
\_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:  
\_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors



for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

Susan Lopinsky, Government/Major Account Manager

**(Name, Title)**

Susan Lopinsky, Government/Major Account Manager

**(Printed Name and Title)**

3001 Summer Street, Stamford, CT 06926

**(Address)**

304-881-9298

**(Phone Number) / (Fax Number)**

Susan.Lopinsky@pb.com

**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Pitney Bowes Inc.

**(Company)**

*Susan Lopinsky, Susan Lopinsky, WV Government Acct Manager*

**(Authorized Signature) (Representative Name, Title)**

Susan Lopinsky, Government/Major Account Manager

**(Printed Name and Title of Authorized Representative)**

08/03/2022

**(Date)**

304-881-9298

**(Phone Number) (Fax Number)**

Revised 07/15/2022

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

|                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

\_\_\_\_\_  
Pitney Bowes Inc.

Company

\_\_\_\_\_  


Authorized Signature

\_\_\_\_\_  
08-10-2022

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

REQUEST FOR QUOTATION  
**Internal Mail Tracking System**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Department of Transportation, Division of Motor Vehicles is soliciting bids to establish a contract for a 48 month lease inclusive lease for an internal mail tracking system.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item”** means internal mail tracking system as more fully described by these specifications.

2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Department of Transportation, Division of Motor Vehicles.

2.4 **“GB”** means gigabyte and is a multiple of bytes for digital information.

3. **GENERAL REQUIREMENTS:**

3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **SendSuite Tracking Online or equal**

3.1.1.1 System must have a minimum of four wireless electronic handheld mobile barcode scanning devices that will be used to receive and deliver mail that contains a barcode, and to capture receiver signature, date, and time of delivery.

3.1.1.2 The system must include software and hardware that allows the user to read barcodes, log actions, obtain and capture signatures, access a user dashboard to view package status, and to organize and maintain package data.

REQUEST FOR QUOTATION  
**Internal Mail Tracking System**

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**3.1.1.3** The system must be capable of sending electronic alert notifications to recipients.

**3.1.1.4** Wireless handheld mobile barcode scanning devices must be able to be dropped from the height of four feet onto concrete daily and retain full functionality.

**3.1.1.5** The Wireless handheld mobile barcode scanning devices must be Wi-Fi capable to allow real time database updates.

**3.1.1.6** System must have at least two separate charging stations capable of charging at least four wireless handheld mobile barcode scanners each.

**3.1.1.7** The system must be an online or cloud-based solution capable of maintaining tracking information for a minimum of twelve months.

**3.1.1.8** The system must provide complete chain-of-custody for all incoming packages and mail containing a barcode.

**3.1.1.9** The system should be able to intake up to 100GB of historical records currently stored as Google Docs and Excel files.

**3.1.2 Installation and Training**

**3.1.2.1** Vendor must install and set up equipment onsite and provide a minimum of four hours remote or onsite training for up to four users.

**3.1.3 Hardware and Software Maintenance**

**3.1.3.1** The Hardware and Software Maintenance must be included in the 48 month inclusive lease price.

**3.1.3.2** The vendor should provide Hardware and Software Maintenance for the 48 month inclusive lease period.

REQUEST FOR QUOTATION  
**Internal Mail Tracking System**

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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by providing any alternate product information in Proposed Alternate Product column, if bidding or equal product, entering cost in the Unit Cost column, multiplying by the Estimated Quantity to obtain the extended cost. Then total the extended cost column to achieve the Total Bid Amount Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within thirty (30) working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at 5707 MacCorkle Avenue, S.E., Suite 200, Charleston, WV 25304.

**6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.



REQUEST FOR QUOTATION  
**Internal Mail Tracking System**

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- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7 VENDOR DEFAULT:**

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.



**State of West Virginia  
Agency Request for Quote**

|                                                                     |                                               |
|---------------------------------------------------------------------|-----------------------------------------------|
| <b>Proc Folder:</b> 1057130                                         | <b>Reason for Modification:</b><br>ADDENDUM 3 |
| <b>Doc Description:</b> ADDENDUM 3 internal mail tracking solution. |                                               |
| <b>Proc Type:</b> Agency Contract - Fixed Amt                       |                                               |

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-08-10  | 2022-08-12 14:30    | ARFQ 0802 DMV2300000002 | 4       |

**BID RECEIVING LOCATION**

BUDGET & PROCUREMENT  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-260  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:** 101263  
**Vendor Name :** Pitney Bowes Inc.  
**Address :** 3001 Summer Street  
**Street :**  
**City :** Stamford  
**State :** CT **Country :** USA **Zip :** 06926  
**Principal Contact :** Susan Lopinsky, Government/Major Account Manager  
**Vendor Contact Phone:** 304-881-9298 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Kristine E James  
 304-414-7104  
 kristy.e.james@wv.gov

**Vendor  
Signature X**

**FEIN#** 06-0495050

**DATE** 08/10/2022

**All offers subject to all terms and conditions contained in this solicitation**



**State of West Virginia  
Agency Request for Quote**

|                                                                     |                                                                                |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Proc Folder:</b> 1057130                                         | <b>Reason for Modification:</b><br>ADDENDUM 2<br>TO ANSWER VENDOR<br>QUESTIONS |
| <b>Doc Description:</b> ADDENDUM 2 internal mail tracking solution. |                                                                                |
| <b>Proc Type:</b> Agency Contract - Fixed Amt                       |                                                                                |

| Date Issued | Solicitation Closes | Solicitation No         | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-08-08  | 2022-08-10 14:30    | ARFQ 0802 DMV2300000002 | 3       |

**BID RECEIVING LOCATION**

BUDGET & PROCUREMENT  
DIVISION OF HIGHWAYS  
BLDG 5, RM A-260  
1900 KANAWHA BLVD E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:** 101263  
**Vendor Name :** Pitney Bowes Inc.  
**Address :** 3001 Summer Street  
**Street :**  
**City :** Stamford  
**State :** CT **Country :** USA **Zip :** 06926  
**Principal Contact :** Susan Lopinsky, Government/Major Account Manager  
**Vendor Contact Phone:** 304-881-9298 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Kristine E James  
304-414-7104  
kristy.e.james@wv.gov

**Vendor  
Signature X**

**FEIN#** 06-0495050

**DATE** 08/10/2022

**All offers subject to all terms and conditions contained in this solicitation**



**State of West Virginia  
Agency Request for Quote**

|                                                                     |                            |                         |                                                                  |
|---------------------------------------------------------------------|----------------------------|-------------------------|------------------------------------------------------------------|
| <b>Proc Folder:</b> 1057130                                         |                            |                         | <b>Reason for Modification:</b><br>TO CORRECT THE SPECIFICATIONS |
| <b>Doc Description:</b> ADDENDUM 1 internal mail tracking solution. |                            |                         |                                                                  |
| <b>Proc Type:</b> Agency Contract - Fixed Amt                       |                            |                         |                                                                  |
| <b>Date Issued</b>                                                  | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                                                   |
| 2022-08-01                                                          | 2022-08-10 14:30           | ARFQ 0802 DMV2300000002 | 2                                                                |

| <b>BID RECEIVING LOCATION</b>                                                                                        |  |
|----------------------------------------------------------------------------------------------------------------------|--|
| BUDGET & PROCUREMENT<br>DIVISION OF HIGHWAYS<br>BLDG 5, RM A-260<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| <b>VENDOR</b>                                                               |                      |                    |
|-----------------------------------------------------------------------------|----------------------|--------------------|
| <b>Vendor Customer Code:</b> 101263                                         |                      |                    |
| <b>Vendor Name :</b> Pitney Bowes Inc.                                      |                      |                    |
| <b>Address :</b> 3001 Summer Street                                         |                      |                    |
| <b>Street :</b>                                                             |                      |                    |
| <b>City :</b> Stamford                                                      |                      |                    |
| <b>State :</b> CT                                                           | <b>Country :</b> USA | <b>Zip :</b> 06926 |
| <b>Principal Contact :</b> Susan Lopinsky, Government/Major Account Manager |                      |                    |
| <b>Vendor Contact Phone:</b> 304-881-9298                                   | <b>Extension:</b>    |                    |

| <b>FOR INFORMATION CONTACT THE BUYER</b>                  |  |
|-----------------------------------------------------------|--|
| Kristine E James<br>304-414-7104<br>kristy.e.james@wv.gov |  |

|                                                 |                         |             |
|-------------------------------------------------|-------------------------|-------------|
| <b>Vendor Signature X</b> <i>Susan Lopinsky</i> | <b>FEIN#</b> 06-0495050 | <b>DATE</b> |
|-------------------------------------------------|-------------------------|-------------|

**All offers subject to all terms and conditions contained in this solicitation**

# Exhibit A - Cost Sheet

Cost information below as detailed in the Request for Quotation.

**GRAND TOTAL BREAKDOWN:**

Vendor must provide the individual cost breakdown for the components listed below.

|                                                                                | Proposed Alternate Product | Unit Cost                      | Unit of Measure | Quantity  | Extended Cost      |
|--------------------------------------------------------------------------------|----------------------------|--------------------------------|-----------------|-----------|--------------------|
| <b>3.1.1 Sendsuite Tracking Online or Equal for a 48 month inclusive lease</b> |                            | <b>\$580.62</b>                | Month           | <b>48</b> | <b>\$27,869.76</b> |
| <b>3.1.2 Installation and Training</b>                                         |                            | <b>\$0.00</b>                  | Each            | <b>1</b>  | <b>\$0.00</b>      |
| <b>3.1.3 Hardware and Software Maintenance for 48 month inclusive lease</b>    |                            | <b>Included in Cost of Bid</b> |                 |           |                    |
|                                                                                |                            |                                |                 |           |                    |
|                                                                                |                            |                                |                 |           |                    |

**Total Bid Amount** **\$27,869.76**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                  |                                                                                                                                                               |  |                                       |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------|
| <b>PRODUCER</b><br>Willis Towers Watson Northeast, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b> Willis Towers Watson Certificate Center<br><b>PHONE (A/C. No. Ext):</b> 1-877-945-7378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com |  | <b>FAX (A/C. No.):</b> 1-888-467-2378 |
|                                                                                                                                  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                          |  | <b>NAIC #</b>                         |
| <b>INSURED</b><br>Pitney Bowes Inc. and its Subsidiaries<br>3001 Summer Street<br>Stamford, CT 06926                             | <b>INSURER A:</b> ACE American Insurance Company                                                                                                              |  | 22667                                 |
|                                                                                                                                  | <b>INSURER B:</b> Commerce & Industry Insurance Company                                                                                                       |  | 19410                                 |
|                                                                                                                                  | <b>INSURER C:</b> Indemnity Insurance Company of North Ameri                                                                                                  |  | 43575                                 |
|                                                                                                                                  | <b>INSURER D:</b> ACE Fire Underwriters Insurance Company                                                                                                     |  | 20702                                 |
|                                                                                                                                  | <b>INSURER E:</b> National Fire & Marine Insurance Company                                                                                                    |  | 20079                                 |
|                                                                                                                                  | <b>INSURER F:</b>                                                                                                                                             |  |                                       |

### COVERAGES

CERTIFICATE NUMBER: W25220747

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | HDO G72952443 | 07/01/2022              | 07/01/2023              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                    |           |          | ISA H25572439 | 07/01/2022              | 07/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                    |           |          | 14572305      | 07/01/2022              | 07/01/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                   | Y/N       | N/A      | WLR C68921934 | 07/01/2022              | 07/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                 |
| A        | <b>Workers Compensation and Employers' Liability</b><br>Per Statute                                                                                                                                                                                                                                             |           |          | WLR C68921971 | 07/01/2022              | 07/01/2023              | E.L. Each Accident \$2,000,000<br>E.L. Disease - EA Emp \$2,000,000<br>E.L. Disease-Pol LMT \$2,000,000                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

|                       |                                                                                                                                                                |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Evidence of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                       | AUTHORIZED REPRESENTATIVE<br>                                              |



**ADDITIONAL REMARKS SCHEDULE**

|                                                |  |                                                                                                     |  |
|------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis Towers Watson Northeast, Inc. |  | NAMED INSURED<br>Pitney Bowes Inc. and its Subsidiaries<br>3001 Summer Street<br>Stamford, CT 06926 |  |
| POLICY NUMBER<br>See Page 1                    |  | NAIC CODE<br>See Page 1                                                                             |  |
| CARRIER<br>See Page 1                          |  | EFFECTIVE DATE: See Page 1                                                                          |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702  
 POLICY NUMBER: SCF C6892201A      EFF DATE: 07/01/2022      EXP DATE: 07/01/2023

| TYPE OF INSURANCE:                            | LIMIT DESCRIPTION:    | LIMIT AMOUNT: |
|-----------------------------------------------|-----------------------|---------------|
| Workers Compensation and Employers' Liability | E.L. Each Accident    | \$2,000,000   |
| Per Statute                                   | E.L. Disease - EA Emp | \$2,000,000   |
|                                               | E.L. Disease-Pol LMT  | \$2,000,000   |

INSURER AFFORDING COVERAGE: National Fire & Marine Insurance Company NAIC#: 20079  
 POLICY NUMBER: 42-XSF-316064-02      EFF DATE: 07/01/2022      EXP DATE: 07/01/2023

| TYPE OF INSURANCE:   | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|----------------------|--------------------|---------------|
| Excess Business Auto | Limit:             | \$1M xs \$2M  |



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pitney Bowes, Inc.

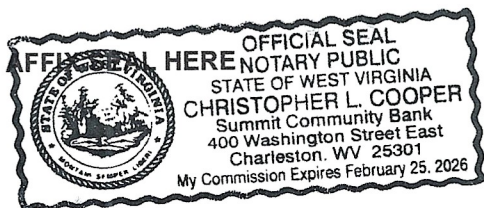
Authorized Signature: *Jessam Lapisinsky* Date: 12/07/21

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 7<sup>TH</sup> day of DECEMBER, 2021.

My Commission expires FEBRUARY 25, 2026.



NOTARY PUBLIC

*Christopher L. Cooper*  
Purchasing Affidavit (Revised 01/19/2018)





**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/14), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#

Lessee Signature  
Print Name  
Title  
Date  
Email Address

*Roger Donohue*  
Pitney Bowes Signature  
Roger Donohue  
Print Name  
Operations Manager  
Title  
August 9, 2022  
Date

**Sales Information**

Susan Lopinsky susan.lopinisky@pb.com  
Account Rep Name Email Address PBGFS Acceptance

## STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

### LEASE TERMS

#### 1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“**PBGFS**”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the “**Lease Term**”) and begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment. **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don’t have the right to become the owner of the Equipment at the end of the Lease Term.

#### 2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). You will make each Periodic Payment by the due date shown on our invoice. Your Periodic Payment may include a one-time origination fee, amounts carried over from a previous lease, software license and maintenance fees and other charges. Any Meter Services fees, SLA fees and subscription fees (collectively “**PBI Payments**”) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

#### 3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment “as is, where is” for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don’t do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease, unless

prohibited by law. You may choose to cancel the automatic extensions at any time by giving us 30 days' written notice by creating a case at [pitneybowes.com/us/contact-us.html](http://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

#### **4. WARRANTY AND LIMITATION OF LIABILITY**

**PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.**

#### **5. Equipment Obligations**

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

#### **6. Risk of Loss and ValueMAX®Program**

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("**Loss**"). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. To protect the Equipment from loss, you will either: (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("**Insurance**"); or (ii) be enrolled in PBGFS' ValueMAX program described in paragraph (b) below.

(b) YOU MUST CALL US AT 1-800-732-7222 OR GO TO [pitneybowes.com/us/valuemaxoptout](http://pitneybowes.com/us/valuemaxoptout) AND PROVIDE US WITH EVIDENCE OF INSURANCE IF YOU DO NOT WISH TO BE ENROLLED IN THE VALUEMAX PROGRAM. If you don't provide evidence of Insurance and haven't previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice. We will provide written notice reminding you of your Insurance obligations described in paragraph (a) above. If the Equipment is included in the ValueMAX program and any Loss occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment. We aren't liable to you if we terminate the ValueMAX program. By providing the ValueMAX program, we aren't offering or selling you insurance; accordingly, regulatory agencies haven't reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

#### **7. Other Lease Terms**

(a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.

(c) We will provide you with a welcome letter by email.

## 8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

## 9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

## GENERAL TERMS

### 10. Warranties

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/di2000-terms.html](http://pitneybowes.com/us/di2000-terms.html).

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service ("**Service**") we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").

(g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

## **11. Limitation of Liability**

**OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.**

## **12. Default and Remedies**

(a) If you don't make any payment within three days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
- (ii) require you to pay to us immediately all amounts payable under the Lease or other agreements, whether then due or payable in the future;
- (iii) disable the Meter;
- (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us;
- (vi) charge you a late charge for each month that your payment is late;
- (vii) charge you a check return fee for payments made by you with insufficient funds; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) You agree to pay all our costs, including attorneys' fees, incurred in enforcing our rights.

(c) We may suspend any services during any period that your account is more than thirty days past due.

## **13. Taxes**

You agree to pay us for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

#### **14. Embedded Software; Applications**

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

#### **15. Internet Access Point**

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

#### **16. Security Interest**

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

#### **17. Analog Connectivity**

**IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

#### **18. Miscellaneous**

(a) We will use your information in accordance with our [Privacy Statement](#).

(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

(e) Payments aren't subject to setoff or reduction.

(f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**

(g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(h) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(j) This Agreement is governed by the laws of the State of Delaware.

(k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name and logo in marketing content, including in an advertising campaign, with your prior consent.

(l) You agree to comply with all applicable export control laws and regulations.

## **SERVICE LEVEL AGREEMENT**

### **19. Applicability of SLA**

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

### **20. Service Level Options**

(a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI



instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

## 21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason.

## 22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

## 23. Service Changes

PBI may modify its Service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you

may terminate Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”).

## **24. Additional Service Terms**

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

## **EQUIPMENT RENTAL AND METER SERVICES TERMS**

### **25. Equipment Rental and Meter Services**

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental (“rental”) and Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, unless prohibited by law, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice, to the address in Section 21 or by creating a case at [pitneybowes.com/us/contact-us.html](https://pitneybowes.com/us/contact-us.html) (follow the instructions under “how to create a case”). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

### **26. Postage**

You may transfer funds to The Pitney Bowes Bank, Inc. (the “Bank”) for deposit into your Reserve Account that you maintain with the Bank (your “**Reserve Account**”) or you may transfer funds to the United States Postal Service (the “**USPS**”) through a lockbox bank (a “**Lockbox Bank**”). See the “USPS Acknowledgment of Deposit” below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

### **27. Meter Repair or Replacement; Meter Care and Risk of Loss**

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

## **28. Terms of Use of Meter; Federal Regulations**

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

## **29. Rate Updates and Soft-Guard® Program**

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

## **30. Collection of Information**

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

## **31. Value Based Services**

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

## **USPS ACKNOWLEDGEMENT OF DEPOSIT**

### **32. Acknowledgement of Deposit**

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The “acknowledgement of deposit” terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a “**Deposit**”), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as “United States Postal Service CMRS-PB” or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

## **PURCHASE POWER TERMS**

### **33. Purchase Power Program**

- (a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the “**Program**”), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (b) Your Purchase Power account (the “**Account**”) will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

(c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

(d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of December 31, 2019, the daily periodic rate would be .05342% and the corresponding annual percentage rate would be 19.50%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

## **PRODUCT SPECIFIC TERMS**

### **34. Software**

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html](http://pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html). Those additional terms are incorporated by reference.

**35. DI2000 Inserting System Terms**

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/di2000-terms.html](http://pitneybowes.com/us/di2000-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

**36. PBBackup and PC-Backup Service Terms**

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) and are incorporated by reference.

**37. Pitney Bowes Intelligent Locker Solutions**

Our ValueMAX program, described in Section 6 above, does not apply to Pitney Bowes Intelligent Locker Solutions. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance. The Pitney Bowes Intelligent Locker Solutions may include a statement of work.

**38. AddressRight® Printers**

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](http://pitneybowes.com/us/addressrightprinter-terms.html) and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

**39. DM Infinity**

Support for the DM Infinity Meter may not go beyond June 30, 2024. The Initial Term/the Lease Term for a DM Infinity Meter may not go beyond June 30, 2024.

# Exhibit A - Cost Sheet

Cost information below as detailed in the Request for Quotation.

GRAND TOTAL BREAKDOWN:

Vendor must provide the individual cost breakdown for the components listed below.

|                                                                                | Proposed Alternate Product | Unit Cost                      | Unit of Measure | Quantity  | Extended Cost      |
|--------------------------------------------------------------------------------|----------------------------|--------------------------------|-----------------|-----------|--------------------|
| <b>3.1.1 Sendsuite Tracking Online or Equal for a 48 month inclusive lease</b> |                            | <b>\$580.62</b>                | Month           | <b>48</b> | <b>\$27,869.76</b> |
| <b>3.1.2 Installation and Training</b>                                         |                            | <b>\$0.00</b>                  | Each            | <b>1</b>  | <b>\$0.00</b>      |
| <b>3.1.3 Hardware and Software Maintenance for 48 month inclusive lease</b>    |                            | <b>Included in Cost of Bid</b> |                 |           |                    |
|                                                                                |                            |                                |                 |           |                    |
|                                                                                |                            |                                |                 |           |                    |

Total Bid Amount

**\$27,869.76**