



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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List View

- General Information**
- Contact
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- Document Information
- Clarification Request

Procurement Folder: 1196917	SO Doc Code: CRFQ
Procurement Type: Central Master Agreement	SO Dept: 0511
Vendor ID: 000000101263	SO Doc ID: HHR2300000003
Legal Name: PITNEY BOWES INC	Published Date: 6/5/23
Alias/DBA:	Close Date: 6/15/23
Total Bid: \$0.00	Close Time: 13:30
Response Date: 06/14/2023	Status: Closed
Response Time: 9:47	Solicitation Description: DIGITAL MAIL MACHINES
Responded By User ID: PB	Total of Header Attachments: 2
First Name: Susan	Total of All Attachments: 2
Last Name: Lopinsky	
Email: Susan.Lopinsky@pb.com	
Phone: 304-881-9298	



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: 1196917
Solicitation Description: DIGITAL MAIL MACHINES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-06-15 13:30	SR 0511 ESR06142300000006325	1

VENDOR
 000000101263
 PITNEY BOWES INC

Solicitation Number: CRFQ 0511 HHR2300000003
Total Bid: 0
Response Date: 2023-06-14
Response Time: 09:47:07
Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@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	DIGITAL MAILING MACHINES	0.00000	MO	2936831.400000	0.00

Comm Code	Manufacturer	Specification	Model #
44102109			

Commodity Line Comments: Pricing is included on attached price page. Total Unit Price above references Package 1 and Package 2 combined.

Extended Description:

Pricing to be included on the Revised Attached Pricing Page

State of West Virginia



Pitney Bowes Proposal Response

Solicitation # CRFQ 0511 HHR2300000003

Due: June 15, 2023 @ 1:30pm

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

June 13, 2023

State of West Virginia
Purchasing Division
2019 Washington Street E
Charleston, WV 25305

Hello:

Pitney Bowes Inc. is pleased to submit the enclosed offer in response to the referenced Solicitation # CRFQ 0511 HHR2300000003 (the "Solicitation"). Pitney Bowes Inc. (PBI) respectfully includes with our submittal the Pitney Bowes State & Local FMV Lease Terms ("Lease Terms"). These terms are specific to the offering being presented in response to this Solicitation and contain industry specific requirements, but have been edited to include only the terms necessary for the contract being entered into with WV DHHR as a result of this Solicitation. The Lease Terms included in this proposal are not for use with any other transaction with the State of West Virginia. *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.*

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 underlined and in blue font.

General Terms and Conditions

Section 8. INSURANCE: PBI respectfully takes exception to this as written and requests the following modifications be made to this section.

"The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Ten (10) day after ~~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 thirty (30) days immediate notice of any material changes in its insurance policies, including ~~but not limited to,~~ policy cancelation, and 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 that insurance requirement is listed in this section.~~"

Section 26, SUBSEQUENT FORMS: PBI respectfully takes exception to this as written and requests the following modifications be made to this section.

"The terms and conditions contained in this Contract and Vendor's State and Local Fair Market Value Lease Terms 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.”

Section 27. ASSIGNMENT: PBI respectfully takes exception to this as written and requests the following modifications be made to this section.

“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, the Purchasing Division, the Attorney General's office (as to form only) which consent will not be unreasonably withheld, delayed or denied, and any other government agency or office that may be required to approve such assignments.”

Section 28, WARRANTY: PBI respectfully takes exception to this as written and requests the following modifications be made to this section.

"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".

Specifications

Section 7. DEFAULT: PBI respectfully takes exception to this as written and requests the following modifications be made to this section.

- 7.1.4 Failure to remedy deficient performance within 30 days upon written notice request.
- 7.2.1 ~~Immediate e~~Cancellation of the Contract upon 30 days prior written notice to Vendor.
- 7.2.2 Intentionally omitted ~~Immediate cancellation of one or more release orders issued under this Contract.~~

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.

Sincerely,


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

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1.0 Qualifications & Capabilities of the Firm

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

Customer Satisfaction Guarantee

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.

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.

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.

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.

Operator productivity and training excellence

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

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.

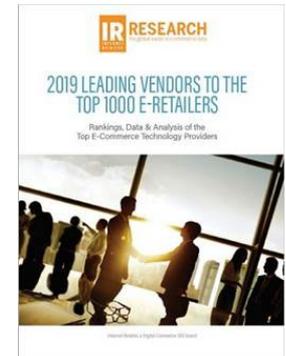
We won't be satisfied until you are satisfied.

Harris Warsaw

Harris Warsaw

Senior Vice President Global Sales, Global Sending Technology Solutions

Pitney Bowes Corporate Achievements



2.0 Product Overview



Different by Design



When speeds and feeds are the similar, the difference is the design.

Pitney Bowes SendPro® MailCenter solutions are specifically designed to support the complex needs of large business mailers while maximizing efficiency and ease of use.

Today's mail centers are looking for more than just the ability to seal or put a red indicia on a piece of mail. You need a way to manage accountable outbound mail, to manage multiple express carriers, and to differentiate your critical business mail from other mail.

Mail: Process your mail quickly and accurately with features that automatically weigh your mail all while printing graphics or logos

Ship: Process all your shipments and choose the best services with USPS® with our all in one system – directly from the MailCenter.

Track: Track delivery status for all shipments for all carriers and view all shipping costs in one consolidated report.

When compared to the competition, here are some areas where the Pitney Bowes equipment being proposed really stands above the competition.



SendPro MailCenter

Competition

	SendPro MailCenter	Competition
Feed Style	Active Separation, angled feed rollers, side-guide optional	Static Finger separation, angled rollers
Programmable / Programmed Jobs	Unlimited	Up to 9
Accounting Architecture	3 Levels (Acct/Sub-Acct/Sub-SubAcct), 75 characters per level	One Level, 20 Characters
Display Type	15" Full Color Touch Screen (standard)	4"x3" color LCD, optional All-in-One PC
Envelope Max Thickness	Mail Center 2000 = 5/8" Feeding, weighing, and Sealing Mail Center 3000 = 3/4" Feeding, weighing, and Sealing	5/8" (One piece at a time) *Limited to 1/2" when batch feeding or when Dynamic Scale Installed (whether or not it is use) 3/8" max when Sealing (per operator Guide)
USPS® IM®pb Capability	Yes with Optional Shipping Account	through SMART pc
Shipping Label Printer (4" x 6")	Yes, Optional	Optional for SMART pc
eRR Processing	Yes, Optional	Yes, Optional
Integrated Postal Education	Postal Advisor	No
Integrated Universal Tracking	Yes	No



Shipping & Mailing

Postage Meters

SendPro® MailCenter 2000

Streamline your sending workflows.

The SendPro MailCenter 2000 simplifies your sending processes by integrating mailing and shipping into a single system and provides a modern user experience making sending anything easy and more streamlined.

With fast automatic-feeding, you can quickly process high volumes of mail, easily ship through USPS®, FedEx® and UPS® and track packages all from one reliable system, improving productivity and creating new levels of efficiency for your organization.

For letter mail, the MailCenter 2000 will seal and print postage at up to 180 letters per minute and can handle mail at up to 5/8 of an inch thick.

Sorting mixed sized mail is no longer necessary with the Weigh-on-the-Way® feature. The MailCenter 2000 increases productivity by weighing each piece of mail and applying the correct postage as it travels through the machine at up to 115 letters per minute.

- Minimizes downtimes and jamming with reverse separation feeding technology.
- Automatically save on every First Class® letter you send and gain access to additional savings, such as presort rates.



 **UNITED STATES
POSTAL SERVICE®**
Approved IMI Postage Solution

For more information, visit us online: pitneybowes.com

For overnight deliveries and package shipments, the available shipping functionality allows you to compare services for USPS®, FedEx® and UPS® so your packages are sent with the best cost and delivery option available. You will also gain complete visibility into your shipping history, package tracking and carrier spend, all in one place.

- Access special discounts with USPS and UPS or use your existing business accounts
- Accurately weigh packages and print professional looking labels right from the integrated scale and connected shipping label printer

Intuitive user display

The 15" modern, color touch screen display on the SendPro® MailCenter 2000 simplifies the way users process each job and interact with the system. Users can benefit from easy-to-follow menus for the streamlined processing of mail and packages.

Flexible printing

Save on pre-printed stationary costs and increase open rates for your mail. The SendPro MailCenter allows you to print your business logo, return addresses, promotional messages, or graphics directly onto your outbound envelopes at the same time it prints postage for a more professional look.

Available desktop shipping

The SendPro MailCenter 2000 enables users outside the mail area to ship packages from their individual PCs with PitneyShip™ or PitneyShip™ Pro, our online multicarrier shipping software powered by the Shipping 360™ platform. Users can access the same shipping capabilities on the MailCenter at their desk to send or track a package delivery.

Specifications	MailCenter 2000
Max mail processing speeds (letters per minute)	Standard: WOW 70 LPM/Non-WOW 145 LPM. Optional: WOW 95 or 115 LPM/Non-WOW 160 or 180 LPM.
Weigh-on-the-Way® (WOW®)	Standard WOW: 70 LPM. Optional WOW: 95 or 115 LPM
Envelope processing thickness	5/8" media size: 3 1/2" x 5" up to 10" x 14"
Dimensions	55"L x 25.1"D x 25.2"H. Drop stacker adds 13.2" to L. Power stacker adds 33.6" to L
IMI indicia on-device stamp printing	Yes
Envelope flap depth	Min 1", max 3 7/8"
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode
Color touchscreen display	Standard 15" detachable display with optional display stand
Scale capacity	Optional: 5, 10, 15 lb small platform with stand. 15-30 lb tabletop platform. 70 and 149lb
Differentiated weighing	Yes
Available shipping carriers	USPS® UPS® FedEx®
Available desktop shipping access	Optional scale and label printer
Optional accounting	Up to 100, 500, 1,000, 3,000, 100k max accounts
Optional expanded analytics	PitneyAnalytics™, Business Manager
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS retail rates)
Peripheral hardware options	Barcode scanner, laser report printer, power stacker portrait flats kit, power stacker, wireless keyboard (for quick alpha-numeric entries).



United States
3001 Summer Street
Stamford, CT 06926-0700





Shipping & Mailing

Postage Meters

SendPro® MailCenter 3000

Set the standard in productivity and efficiency.

The SendPro MailCenter 3000 simplifies your sending processes by integrating mailing and shipping into a single system and provides a modern user experience making sending anything easy and more streamlined.

With fast automatic-feeding, you can quickly process high volumes of mail, easily ship through USPS®, FedEx® and UPS® and track packages all from one reliable system, improving productivity and creating new levels of efficiency for your organization.

For letter mail, the MailCenter 3000 will seal and print postage for mail up to ¾" thick for both portrait and landscape envelopes at up to 310 letters per minute.

The SendPro MailCenter eliminates the need to sort mixed size mail with the Weigh-on-the-Way™ feature. Mail is automatically weighed as it moves through the system, accurately placing the correct postage at up to 205 letters per minute so, you are always paying the right amount.

- Minimizes downtimes and jamming with reverse separation feeding technology.
- Automatically save on every First Class® letter you send and gain access to additional savings, such as presort rates.



 **UNITED STATES
POSTAL SERVICE®**
Approved IMI Postage Solution

For more information, visit us online: pitneybowes.com

For overnight deliveries and package shipments, the available shipping functionality allows you to compare services for USPS, FedEx® and UPS® so your packages are sent with the best cost and delivery option available. You will also gain complete visibility into your shipping history, package tracking and carrier spend, all in one place.

- Access special discounts with USPS® and UPS® or use your existing business accounts
- Accurately weigh packages and print professional looking shipping labels right from the integrated scale or connected shipping label printer

Intuitive user display

The 15" modern, color touch screen display on the SendPro® MailCenter 3000 simplifies the way users process each job and interact with the system. Users can benefit from easy-to-follow menus for the streamlined processing of mail and packages.

Flexible printing

Save on pre-printed stationary costs and increase open rates for your mail. The SendPro MailCenter allows you to print your business logo, return addresses, promotional messages, or graphics directly onto your outbound envelopes at the same time it prints postage for a more professional look.

Available desktop shipping

The SendPro MailCenter 3000 enables users outside the mail area to ship packages from their individual PCs with PitneyShip™ or PitneyShip™ Pro, our online multicarrier shipping software powered by the Shipping 360™ platform. Users can access the same shipping capabilities on the MailCenter at their desk to send or track a package delivery.

Specifications	MailCenter 3000
Max mail processing speeds (letters per minute)	Standard: 165 LPM. Optional: 220, 270 or 310 LPM
Weigh-on-the-Way® (WOW®)	Standard: WOW 105 LPM. Optional: WOW 135, 175 or 205 LPM
Envelope processing thickness	3/4" media size: 3 1/2" x 5" up to 10" x 14"
Dimensions	62.9"L x 25.2"D x 24"H. Drop stacker adds 13.2" to L. Power stacker adds 33.6" to L.
IMI indicia on-device stamp printing	Yes
Envelope flap depth	Min 1", max 3 7/8"
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode
Color touchscreen display	Standard 15" detachable display with optional display stand
Scale capacity	Optional: 5, 10, 15 lb small platform with stand. 15-30 lb tabletop platform. 70 and 149lb
Differentiated weighing	Yes
Available shipping carriers	USPS® UPS® FedEx®
Available desktop shipping access	Optional scale and label printer
Optional accounting	Up to 100, 500, 1,000, 3,000, 100k max accounts
Optional expanded analytics	PitneyAnalytics™, Business Manager
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS retail rates)
Peripheral hardware options	Barcode scanner, laser report printer, power stacker portrait flats kit, power stacker, wireless keyboard (for quick alpha-numeric entries).



United States
3001 Summer Street
Stamford, CT 06926-0700



3.0 RFP Documentation



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

State of West Virginia
 Centralized Request for Quote
 Office Equip.

Proc Folder: 1196917			Reason for Modification: ADDENDUM 6 TO EXTEND BID OPENING AND MODIFY SPECIFICATIONS
Doc Description: DIGITAL MAIL MACHINES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-05	2023-06-15 13:30	CRFQ 0511 HHR2300000003	7

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST 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
Vendor Contact Phone: 304-881-9298 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Vendor Signature X *Susan Lopinsky* **FEIN#** 06-0495050 **DATE** 06-14-23

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (WV DHHR), IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR DIGITAL MAIL MACHINES FOR ALL OF WV DHHR INCLUDING ALL 55 COUNTY OUTSTATIONS PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DIGITAL MAILING MACHINES	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
44102109			

Extended Description:
Pricing to be included on the Revised Attached Pricing Page

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	INACTIVE COMMODITY LINE	0.00000	MO		

Comm Code	Manufacturer	Specification	Model #
44102109			

Extended Description:
INACTIVE COMMODITY LINE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTION DEADLINE	2023-05-02

	Document Phase	Document Description	Page
HHR230000003	Final	DIGITAL MAIL MACHINES	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

(Printed Name and Title) Susan Lopinsky, WV Government/Major Account Manager

(Address) 3001 Summer Street, Stamford, CT 06926

(Phone Number) / (Fax Number) 304.881.9298

(Email address) Susan.Lopinsky@pb.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Pitney Bowes, Inc.
(Company)

Susan Lopinsky
(Signature of Authorized Representative)
Susan Lopinsky, WV Government/Major Account Manager

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

304-881-9298
(Phone Number) (Fax Number)

Susan.Lopinsky@pb.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ HHR2300000003

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 checked="" 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 checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" 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

Susan Lopinsky

Authorized Signature

06-14-23

Date

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

**REQUEST FOR QUOTATION
CRFQ HHR2300000003
Digital Mailing Machine System**

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Susan Lopinsky
Telephone Number: 304.881.9298
Fax Number: _____
Email Address: Susan.Lopinsky@pb.com

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name: Pitney Bowes Inc.

By: Susan Lopinsky

Printed Name: Susan Lopinsky

Title: WV Government/Major Account Manager

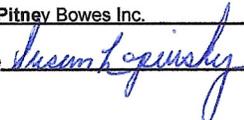
Date: 06-14-23

COLUMN A Item	COLUMN B Estimated Quantity	COLUMN C Monthly Rate	COLUMN D Total/per Month (B x C)	COLUMN E Lease Term	COLUMN F Total (D x E)
PACKAGE #1					
Large Capacity Mail Machine 10 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 630.36	\$ 3,151.80	36	\$ 113,464.80
LEASE TERM 48 Months	5	\$ 551.67	\$ 2,758.35	48	\$ 132,400.80
LEASE TERM 60 Months	5	\$ 502.34	\$ 2,511.70	60	\$ 150,702.00
Large Capacity Mail Machine 30 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 654.31	\$ 3,271.55	36	\$ 117,775.80
LEASE TERM 48 Months	5	\$ 573.58	\$ 2,867.90	48	\$ 137,659.20
LEASE TERM 60 Months	5	\$ 522.34	\$ 2,611.70	60	\$ 156,702.00
Large Capacity Mail Machine 10 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 707.42	\$ 3,537.10	36	\$ 127,335.60
LEASE TERMS 48 Months	5	\$ 624.62	\$ 3,123.10	48	\$ 149,908.80
LEASE TERMS 60 Months	5	\$ 570.89	\$ 2,854.45	60	\$ 171,267.00
Large Capacity Mail Machine 30 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 731.37	\$ 3,656.85	36	\$ 131,646.60
LEASE TERM 48 Months	5	\$ 646.54	\$ 3,232.70	48	\$ 155,169.60
LEASE TERM 60 Months	5	\$ 590.89	\$ 2,954.45	60	\$ 177,267.00
Package #1 Total					\$ 1,721,299.20

COLUMN A Item	COLUMN B Estimated Quantity	COLUMN C Monthly Rate	COLUMN D Total/per Month (B x C)	COLUMN E Lease Term	COLUMN F Total (D x E)
PACKAGE #2					
Small Capacity Mail Machine 10 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 414.27	\$ 2,071.35	36	\$ 74,568.60
LEASE TERM 48 Months	5	\$ 372.06	\$ 1,860.30	48	\$ 89,294.40
LEASE TERM 60 Months	5	\$ 333.22	\$ 1,666.10	60	\$ 99,966.00
Small Capacity Mail Machine 30 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 446.93	\$ 2,234.65	36	\$ 80,447.40
LEASE TERM 48 Months	5	\$ 393.06	\$ 1,965.30	48	\$ 94,334.40
LEASE TERM 60 Months	5	\$ 354.22	\$ 1,771.10	60	\$ 106,266.00
Small Capacity Mail Machine 10 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 521.40	\$ 2,607.00	36	\$ 93,852.00
LEASE TERMS 48 Months	5	\$ 469.24	\$ 2,346.20	48	\$ 112,617.60
LEASE TERMS 60 Months	5	\$ 430.40	\$ 2,152.00	60	\$ 129,120.00
Small Capacity Mail Machine 30 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 524.00	\$ 2,620.00	36	\$ 94,320.00
LEASE TERM 48 Months	5	\$ 466.02	\$ 2,330.10	48	\$ 111,844.80
LEASE TERM 60 Months	5	\$ 429.67	\$ 2,148.35	60	\$ 128,901.00
Package #2 Total					\$1,215,532.20

Grand Total \$2,936,831.40
(Package #1 and #2)

Vendor: Pitney Bowes Inc. Email: Susan.Lopinsky@pb.com

Signature:  Date: 06-14-23



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).

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

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72952443	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			14572305	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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 E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation and Employers' Liability Per Statute			WLR C68921971	07/01/2022	07/01/2023	E.L. Each Accident \$2,000,000 E.L. Disease - EA Emp \$2,000,000 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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Pitney Bowes Inc. and its Subsidiaries 3001 Summer Street Stamford, CT 06926	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER 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

4.0 Pitney Bowes State & Local FMV Lease Terms

STATE AND LOCAL FAIR MARKET VALUE LEASE TERMS

Applicable solely for Award issued in response to West Virginia CRFQ 0511 HHR2300000003

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 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 (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

(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: 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**")

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 – Intentionally Omitted

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. A defect doesn’t include the failure of rates within a rate update to conform to published rates.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) The warranty doesn’t cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items (“**Consumable Supplies**”).

(f) 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 West Virginia.
- (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.

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 (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 (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 (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. Reserved

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. Those additional terms are incorporated by reference.

COLUMN A Item	COLUMN B Estimated Quantity	COLUMN C Monthly Rate	COLUMN D Total/per Month (B x C)	COLUMN E Lease Term	COLUMN F Total (D x E)
PACKAGE #1					
Large Capacity Mail Machine 10 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 630.36	\$ 3,151.80	36	\$ 113,464.80
LEASE TERM 48 Months	5	\$ 551.67	\$ 2,758.35	48	\$ 132,400.80
LEASE TERM 60 Months	5	\$ 502.34	\$ 2,511.70	60	\$ 150,702.00
Large Capacity Mail Machine 30 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 654.31	\$ 3,271.55	36	\$ 117,775.80
LEASE TERM 48 Months	5	\$ 573.58	\$ 2,867.90	48	\$ 137,659.20
LEASE TERM 60 Months	5	\$ 522.34	\$ 2,611.70	60	\$ 156,702.00
Large Capacity Mail Machine 10 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 707.42	\$ 3,537.10	36	\$ 127,335.60
LEASE TERMS 48 Months	5	\$ 624.62	\$ 3,123.10	48	\$ 149,908.80
LEASE TERMS 60 Months	5	\$ 570.89	\$ 2,854.45	60	\$ 171,267.00
Large Capacity Mail Machine 30 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 731.37	\$ 3,656.85	36	\$ 131,646.60
LEASE TERM 48 Months	5	\$ 646.54	\$ 3,232.70	48	\$ 155,169.60
LEASE TERM 60 Months	5	\$ 590.89	\$ 2,954.45	60	\$ 177,267.00
Package #1 Total					\$ 1,721,299.20

COLUMN A Item	COLUMN B Estimated Quantity	COLUMN C Monthly Rate	COLUMN D Total/per Month (B x C)	COLUMN E Lease Term	COLUMN F Total (D x E)
PACKAGE #2					
Small Capacity Mail Machine 10 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 414.27	\$ 2,071.35	36	\$ 74,568.60
LEASE TERM 48 Months	5	\$ 372.06	\$ 1,860.30	48	\$ 89,294.40
LEASE TERM 60 Months	5	\$ 333.22	\$ 1,666.10	60	\$ 99,966.00
Small Capacity Mail Machine 30 lbs & No Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 446.93	\$ 2,234.65	36	\$ 80,447.40
LEASE TERM 48 Months	5	\$ 393.06	\$ 1,965.30	48	\$ 94,334.40
LEASE TERM 60 Months	5	\$ 354.22	\$ 1,771.10	60	\$ 106,266.00
Small Capacity Mail Machine 10 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 521.40	\$ 2,607.00	36	\$ 93,852.00
LEASE TERMS 48 Months	5	\$ 469.24	\$ 2,346.20	48	\$ 112,617.60
LEASE TERMS 60 Months	5	\$ 430.40	\$ 2,152.00	60	\$ 129,120.00
Small Capacity Mail Machine 30 lbs & Certified Mail Options					
LEASE TERMS 36 Months	5	\$ 524.00	\$ 2,620.00	36	\$ 94,320.00
LEASE TERM 48 Months	5	\$ 466.02	\$ 2,330.10	48	\$ 111,844.80
LEASE TERM 60 Months	5	\$ 429.67	\$ 2,148.35	60	\$ 128,901.00
Package #2 Total					\$ 1,215,532.20
Grand Total (Package #1 and #2)					\$ 2,936,831.40

Vendor: Pitney Bowes Inc. Email: Susan.Lopinsky@pb.com

Signature _____ Date: _____