

Buyer: Krista Ferrell – File 21

RFQ# ISCL0038

Bid Opening Date: 10/28/10

Bid Opening Time: 1:30PM

Presented By

Pitney Bowes, Inc.

RECEIVED

2010 OCT 28 AM 11:34

WW PURCHASING
DIVISION



Pitney Bowes Global Mailing Systems

Susan Lopinsky
WV Government Account Specialist
Charleston District 124
527 Second Avenue
South Charleston, WV 25303

October 28, 2010

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Post Office Box 50130
Charleston, WV 25305

Reference: Request for Quotation ISCL0038

Dear Ms. Ferrell,

Pitney Bowes Inc. located at 527 2nd Avenue, South Charleston, WV 25303 is pleased to submit the enclosed offer in response to the referenced Request for Quotation. For 90 years, PBI has been helping customers meet their varied mailing needs at highly competitive prices while providing superior customer service and product quality.

Should you have any questions concerning this RFQ, please feel free to contact Susan Lopinsky at 304-881-9298 or by email at susan.lopinisky@pb.com.

We look forward to hearing from you and thank you for the opportunity to participate in the bid.

Regards,

A handwritten signature in cursive script that reads "Susan Lopinsky".

Susan Lopinsky
WV Government Account Specialist

encl.



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

Request for Quotation

RFQ NUMBER
 ISCL0038

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304 558 2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - OPERATIONS MANAGER
 BUILDING 7, ROOM C083
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-0855

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/19/2010				

BID OPENING DATE: 10/28/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		310-24	\$26.63 X 5400	\$143,802
ENVELOPES, PLAIN SPECIAL REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR 6" SPECIAL WINDOW ENVELOPES PER THE ATTACHED SPECIFICATIONS. EXHIBIT 10 REQUISITION NO.: ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 NO. 2 NO. 3						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Susan Lapinsky* TELEPHONE: 304-744-1067 DATE: 10-28-10

TITLE: WY Government Account Exec FEIN: 06049 5050 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION
 IS&C - OPERATIONS MANAGER
 BUILDING 7, ROOM C083
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-0855

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 10/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p><i>Jason Kapinsky</i> SIGNATURE</p> <p>Pitney Bowes, Inc. COMPANY</p> <p>10-28-10 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jason Kapinsky</i>	TELEPHONE 304-744-1067	DATE 10-28-10
TITLE WV Government Account Sec	FEIN 06049 5050	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 2019 Washington Street East
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 Charleston, WV 25305-0130

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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY. BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lusan Lapinsky</i>	TELEPHONE 304-744-1067	DATE 10-28-10
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TITLE: WV Government Account Spec 06049 5050 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
 TSCI0038

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - OPERATIONS MANAGER
 BUILDING 7, ROOM C083
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>						

NOTICE
 SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Luan Lapinsky* TELEPHONE: 304-744-1067 DATE: 10-28-10

TITLE: *WV Government Account Sec* FEIN: 06049 5050 ADDRESS CHANGES TO BE NOTED ABOVE

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 ISCL0038

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PROPERTY

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BID OPENING DATE: 10/28/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED.</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCL0038</p> <p>BID OPENING DATE: 10/28/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>----- 304-744-0504 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>----- Susan Lopinsky -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Susan Lopinsky</i>	TELEPHONE 304-744-1067	DATE 10-28-10
TITLE WV Government Account Spec 06049 5050	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Specifications for 6" Envelopes

1. Vendor shall provide special window envelopes with inside security tint to the Office of Technology Division of the Department of Administration of the State of West Virginia. Envelopes are machine inserted by a Pitney Bowes FX14 Flowmaster inserter.
2. Size and Style: Agency will accept executive, diagonal, or side seam style envelopes. Specification diagrams are attached for each style. Envelope width must be 9.5". Envelope height must be 6.0" (minimum) to 6.125" (maximum). All envelopes must be uniform in size.
3. Seams: All seams must be securely bonded without exhibiting any curl or ripple between the seams. See attached diagram for maximum overage permitted where the flaps meet. Envelope throat must measure .0625" (minimum) to .25" (maximum) below the top flap crease line at a point which is .75" from the side edge.
4. Envelope flap: Flap height minimum and maximum are dependent on the envelope style. See attached design specifications. Adhesive must attain green tack status within one (1) second of leaving the sealer unit. Acceptable flap angles are also illustrated on the attached diagrams.
5. Window: Window must be rectangular with rounded corners. Window must be made of a clear patch of plasticene material that allows not more than 80% reflectance and no more than 30% haze. Window patch must be flat, ripple free, and bonded within 3/32" of the top edge of the patch material and the top edge of the window cutout. If the top of the patch material falls within 3/8" of the top flap crease line, the patch material must be raised to within 1/16" of the crease line to prevent the throat openers from tearing the patch.
Window placement:
 Top of window must be located 1.0" from the left edge and 1.0" from the top edge of envelope, with dimensions 3.5" wide x 2.75" high.
6. Paper: 24-pound paper, minimum 84 bright white.
7. Packaging:
 Envelope cartons must contain at least 1000 envelopes. Cartons must be shrink-wrapped and palletized.
8. Estimated Volume:
 Agency estimates an annual usage of 5,400,000 envelopes and anticipates a standing monthly order of 450,000. Orders in excess of normal are to be delivered within 15

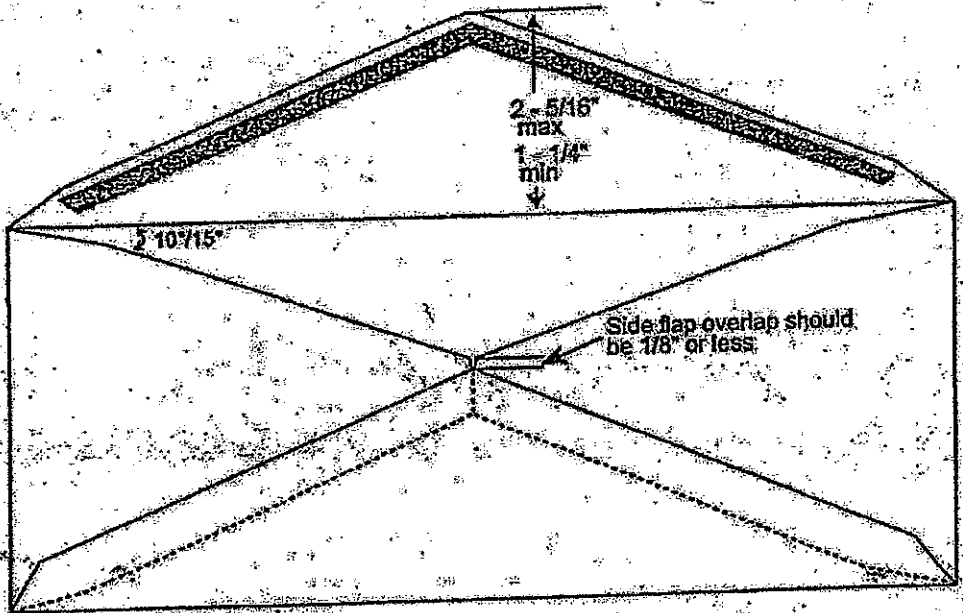
days of ARO.

9. **Delivery:** Delivery is to be coordinated with the agency contact person, and will be scheduled for on or near the 15th of every month. All deliveries are to be made Monday thru Friday between 9:00am and 2:00pm. Failure to deliver in a timely manner (2 occurrences of shipments received 2 days past the scheduled date) could result in the cancellation of the contract.
10. Bidder must provide pricing per 1,000 envelopes. Price must include freight charge for delivery to the loading dock at Building 7, 1900 Kanawha Blvd East, Charleston, WV 25305, with minimum shipments of 450,000 envelopes per drop.
11. Bidder should provide pricing on the chart below. Total cost is for evaluation purposes only. The volumes are estimated and actual contract will be open-ended.

Price per 1000 envelopes	Estimated Annual Usage (in thousands)	Total cost
\$26.63	x 5400	\$143,802

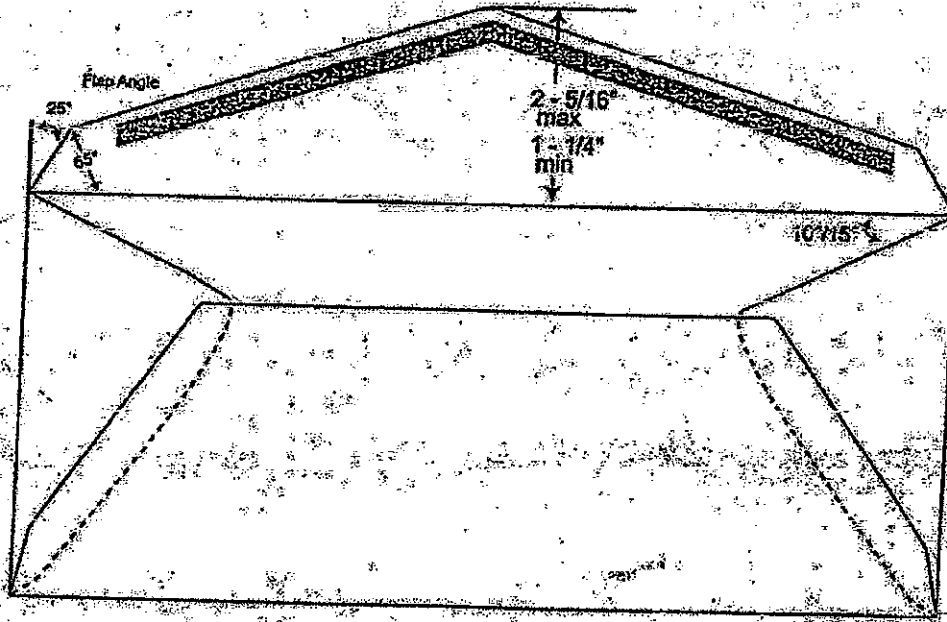
Envelope Design Specifications

Executive



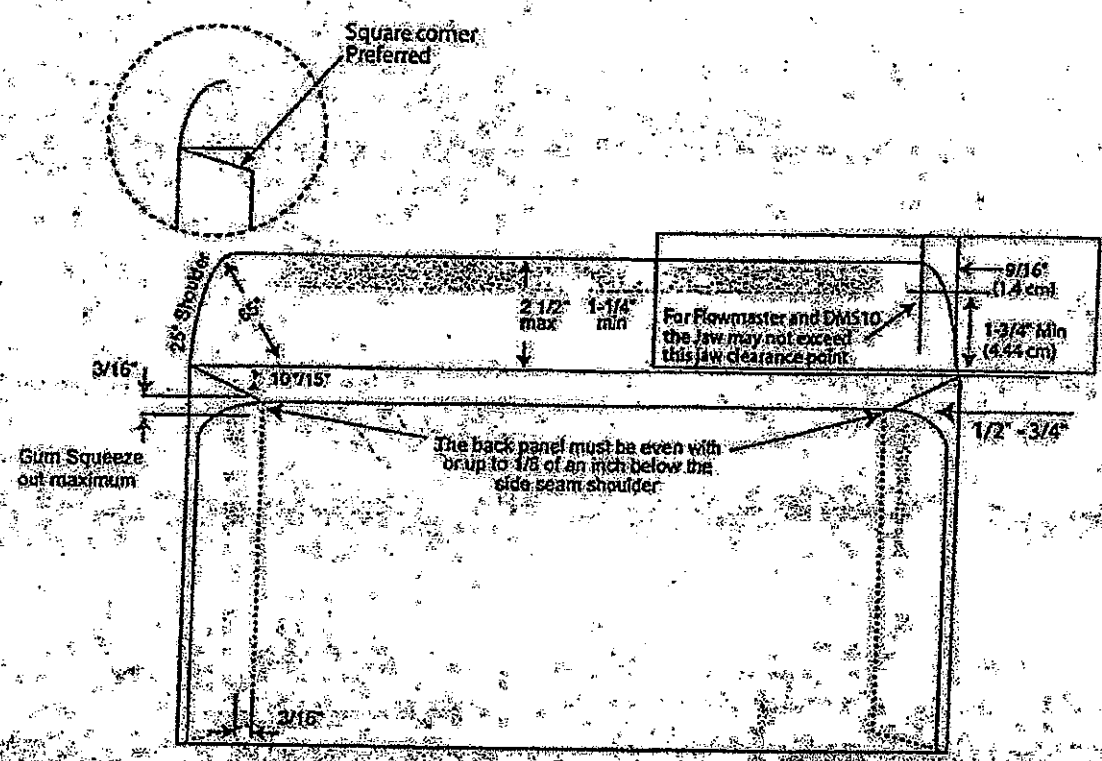
Envelope Design Specifications

Die Cut/Diagonal



Envelope Design Specifications

Side Seam



The side seams should have the adhesive line within $3/16''$ of the top edge of the back panel and within $3/16''$ of the inner edge of the side seam.

PB Envelope Division

877.521.3703
info@pbenv.com

Envelope Quote

Wednesday, October 27, 2010

Client: State of West Virginia Office of Technology Division

CAN #:

Quote #	Quantity [Per/1000]	Item	Item Description	Check Items	Price/1000	One-Time Die Charge	Freight	Delivery Terms	Total Price
1901	5400	Envelope 1	6 x 9 1/2 window, 24# white wove, no print, standard inside security tint, gum seal, diagonal seams. Window position: 1 L, 2 1/4 B; Size: 2 3/4 x 3 1/2	<input type="checkbox"/>	\$26.63	\$0.00	\$0.00		\$143,802.00

Please circle the PB Quote # of the items you have selected.

Check here if you have read and agreed to the terms and conditions * of this quote.

Name:

Phone:

Fax:

Signature:

Date:

Email:

The item checked requires an electronic artwork file when an order is submitted. The most preferred file would be an .eps native file, however you may also supply a .tif or .jpg file. All artwork must be emailed to dcanors@pbenv.com - please reference Quote #.

***PLEASE SEE ATTACHED TERMS AND CONDITIONS DOCUMENT**

When submitting a signed quote please verify shipping address.

Rep: Susan
Lopinsky

ATTACHMENT #1
PB ENVELOPE & LINDENMEYR FULLFILLMENT SOLUTIONS
TERMS AND CONDITIONS APPLICABLE TO ENVELOPE SALES

CONDITIONS OF SALE

- All accepted orders will be billed at prices quoted and approved prior to production.
- Our quotations are good for 30 days from date of quotation. Prices and delivery on quotations for standard or custom sizes, plain or printed, may be regarded as firm if the order is received within 30 days. If quotation includes freight costs, additional charges will be invoiced for split shipments, rushed deliveries and/or inside deliveries not specified at time of inquiry.
- The delivery lead time quoted begins when the order is placed.
- A tolerance of plus or minus 1/16 inch will be allowed for envelope and window dimensions as well as window placement. Imprint position may vary by 1/16 inch and be considered acceptable.

OVER & UNDERRUNS

- On custom orders, a variation in quantity of plus or minus 10% on quantities less than 25,000 and plus or minus 10% on orders of 25,000 or more shall be accepted as fulfillment of the order and your invoice will be adjusted to account for this variation.
- For custom orders specifying an exact quantity, a "not more than" quantity, or a "not less than" quantity, there will be an additional 25% upcharge per item added to the invoice for orders less than 25,000. On orders for 25,000 or more, there will be a 15% upcharge per item added to the invoice.

MULTIPLE DELIVERIES

- All custom orders of up to 150,000 quantity can be stored up to three months at no additional charge at an off-site climate controlled location.
- Orders of 150,000 or more can be stored for up to one year for multiple deliveries and additional storage, freight and product charges may be applied.
- Orders requiring storage/multiple deliveries will be billed as shipped but must be delivered within time stated in contract. Product on the floor after stated contract duration will be shipped and billed in full.

ORDER CHANGES

- Changes to orders in production may be subject to additional costs for labor and material
- Changes may also result in production delays.

ADDITIONAL TERMS & CONDITIONS

Non-customized consumable supplies may be returned within 90 days of purchase only if unused and unopened or defective. Returns will only be accepted on custom-designed products if prior written authorization is obtained and additional freight charge and restocking fee may be applied. Errors should be reported within ten days after receipt of order. Under no circumstance will credit or re-runs be considered more than thirty days after receipt of goods. PBENV/LM total liability in connection with your order shall be limited to replacement or reimbursement, at PBENV/LM sole discretion, in the event of defective products sold by PBENV/LM during the 90-day period specified above. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PBENV/LM BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF PBENV/LM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Any conflicting terms contained in a Customer Order or other Customer form or terms that would expand the liability of PBENV/LM as set forth herein are expressly rejected and these terms and conditions shall control.

The sale price does not include, and you are responsible for paying, all charges and taxes which may be imposed or levied upon the sale, purchase, operation, value, possession or use of the products ordered, excluding taxes on or measured by PBENV/LM net income. If your payment is not made in full on or before its due date, you will pay PBENV/LM a late payment administrative fee on the delinquent payments in the amount of 1.5% per month (or maximum rate allowed by law) until paid in full. For each dishonored or returned payment, you will pay PBENV/LM the applicable item fee. In the unlikely event PBENV/LM has to take steps to collect payments due from you beyond invoicing, PBENV/LM can hold you responsible for interest at the maximum lawful rate from the due date of payment, costs of collection, and reasonable attorneys' fees.

Lindenmeyr Munroe

Fulfillment Solutions Customer Application



Sales # _____ Date _____

The following must be completed in full and will be held in the strictest confidence:

- Corporation Partnership Sole proprietorship

Name of Firm

Full name of Owner/Owners

Address

Home Address

City, State, Zip

SS # of Owner/Owners

Telephone Number

Contact e-mail address

Date Started

Estimated Annual Sales

Type of business

Own or Rent Building - If Rent-From, Whom?

Bank Name

Bank Account Number

Address

() _____
Telephone Number

1. _____
Trade Reference

Account Number

Complete Address

() _____
Telephone Number

2. _____
Trade Reference

Account Number

Complete Address

() _____
Telephone Number

3. _____
Trade Reference

Account Number

Complete Address

() _____
Telephone Number

Estimated Credit Requirements _____

I certify that all the information on this form is correct and fully understand your terms, and agree to proper payment consideration of extended credit. I authorize the above credit references, including the bank to release all pertinent credit information to Lindenmeyr Munroe. I hereby consent to and authorize the use of a consumer credit report and other business information reports that may be needed from time-to-time. The customer shall be responsible for all collections costs and attorney fees if it becomes necessary to place the account in collection.

Terms: Net 30 days.
Make checks payable to Lindenmeyr Munroe.
A service charge of 1.5% per month(18% annually)
will be charged on balances open beyond 60 days. Lindenmeyr
Munroe reserves the right to amend or revoke credit terms at any
time in its sole discretion and without notice. Any early payment
discount which may be offered by Lindenmeyr Munroe, either
now or in the future, will not be applicable to purchases paid for
by credit card. All credit cards accepted.

Firm Name _____
Signed by _____
Title _____
Date _____

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Pitney Bowes, Inc.

Signed: _____

Signed: Luann Kapinsky

Title: _____

Title: WV Government Account Specialist

Date: _____

Date: 10-28-10

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts) West Virginia Code §5A-3-37, provides an evaluation method for resident vendor preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
[X] Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard; if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Pitney Bowes, Inc.

Signed: Susan Kapinsky

Date: 10-28-10

Title: WV Government Account Specialist

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality, county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Pitney Bowes, Inc.

Authorized Signature: [Signature] Date: 10-28-10

State of WV

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of October, 2010

My Commission expires March 24, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

