



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 2

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

**Procurement Folder:** 922962

**Procurement Type:** Central Contract - Fixed Amt

**Vendor ID:** 000000101263

**Legal Name:** PITNEY BOWES INC

**Alias/DBA:** DOCUMENT MESSAGING TECHNOLOGIES

**Total Bid:** \$0.00

**Response Date:** 09/21/2021

**Response Time:** 12:58

**Responded By User ID:** PB

**First Name:** Susan

**Last Name:** Lopinsky

**Email:** Susan.Lopinsky@pb.com

**Phone:** 304-881-9298

**SO Doc Code:** CRFQ

**SO Dept:** 0225

**SO Doc ID:** PEI2200000001

**Published Date:** 9/14/21

**Close Date:** 9/21/21

**Close Time:** 13:30

**Status:** Closed

**Solicitation Description:** Addendum No. 1  
Printing/Mailing Services

**Total of Header Attachments:** 2

**Total of All Attachments:** 2



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:** 922962  
**Solicitation Description:** Addendum No. 1 Printing/Mailing Services  
**Proc Type:** Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-09-21 13:30	SR 0225 ESR09212100000002001	1

**VENDOR**  
 000000101263  
 PITNEY BOWES INC

**Solicitation Number:** CRFQ 0225 PEI2200000001  
**Total Bid:** 0  
**Response Date:** 2021-09-21  
**Response Time:** 12:58:27  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@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	Printing	0.00000	PAGE	14560.000000	0.00

Comm Code	Manufacturer	Specification	Model #
82121500			

**Commodity Line Comments:**

**Extended Description:**

Printing



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  
 Printing

<b>Proc Folder:</b> 922962		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum No. 1 Printing/Mailing Services		Addendum No. 1	
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-09-14	2021-09-21 13:30	CRFQ 0225 PEI220000001	2

**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**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

**Vendor Signature X** *Susan Lopinsky* **FEIN#** 06-0495050 **DATE** 09-21-21

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

**ADDITIONAL INFORMATION**

Addendum No. 1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an Open-End contract for Invoice Printing and Mailing services per the bid requirements, specifications and terms and conditions as attached hereto.

**INVOICE TO** | **SHIP TO**

PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON WV US	PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON WV US
---	--

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Printing	0.00000	PAGE		

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**  
Printing

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Q&A deadline 2:00 PM	2021-09-07

	Document Phase	Document Description	Page
PEI220000001	Final	Addendum No. 1 Printing/Mailing Services	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER: PEI2200000001**  
**Addendum Number: 1**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To publish vendor questions and agency responses.
2. To move the Bid opening date from 09/15/2021 to 09/21/2021. Bid opening time of 1:30 PM remains the same.

No other changes.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PEI2200000001**

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

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

**Addendum Numbers Received:**  
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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

09-21-21  
Date

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



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  
 Printing

<b>Proc Folder:</b> 922962			<b>Reason for Modification:</b>
<b>Doc Description:</b> Printing/Mailing Services - Invoice Printing			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-09-01	2021-09-15 13:30	CRFQ 0225 PEI2200000001	1

**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**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Pitney Bowes Inc. (PBI) respectfully takes exception to the terms and conditions included within the RFP and includes the following with our submittal the Pitney Bowes Mailstream On-Demand Service Agreement and Print and Mail Service Addendum. These terms are specific to the offering being presented and contain industry specific requirements. Pitney Bowes agrees to negotiate in good faith. Please note, this offer is contingent on the terms of this offer letter and the Attachments thereto. Any resulting contract or purchase order will be governed by the terms of this response. Pricing is subject to change upon additional client requirements.

**Vendor Signature X** *Susan Lopinsky* **FEIN#** 06-0495050 **DATE** 09-21-21

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

**ADDITIONAL INFORMATION**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an Open-End contract for Invoice Printing and Mailing services per the bid requirements, specifications and terms and conditions as attached hereto.

**INVOICE TO**

PUBLIC EMPLOYEES  
INSURANCE  
STE 2  
601 57TH ST SE  
CHARLESTON WV  
US

**SHIP TO**

PUBLIC EMPLOYEES  
INSURANCE  
STE 2  
601 57TH ST, SE  
CHARLESTON WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Printing	0.00000	PAGE		

Comm Code	Manufacturer	Specification	Model #
82121500			

**Extended Description:**

Printing

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Q&A deadline 2:00 PM	2021-09-07

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

Susan Lopinsky  
(Name, Title)  
WV Government/Major Account Manager  
(Printed Name and Title)  
3001 Summer Street, Stamford, CT 06926  
(Address)  
Ph: 304-881-9298  
(Phone Number) / (Fax Number)  
susan.lopinisky@pb.com  
(email address)

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

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

Pitney Bowes Inc.  
(Company)

*Susan Lopinsky, WV Government/MAM, Susan Lopinsky*  
(Authorized Signature) (Representative Name, Title)

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

09-21-21  
(Date)

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

Pitney Bowes Inc. (PBI) respectfully takes exception to the terms and conditions included within the RFP and includes the following with our submittal the Pitney Bowes Mailstream On-Demand Service Agreement and Print and Mail Service Addendum. These terms are specific to the offering being presented and contain industry specific requirements. Pitney Bowes agrees to negotiate in good faith. Please note, this offer is contingent on the terms of this offer letter and the Attachments thereto. Any resulting contract or purchase order will be governed by the terms of this response. Pricing is subject to change upon additional client requirements.

REQUEST FOR QUOTATION  
Invoice Printing  
CRFQ PEI2200000001

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**10. MISCELLANEOUS:**

**10.1 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

**REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY**

**Exhibit E**

**Vendor Experience Reference Information**

**Reference #1 (Required)**

Contact Person	Pitney Bowes considers out Customer information to be proprietary and confidential. If we are being considered for an award, we would be happy to facilitate and introduction.
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	

**Reference #2 (Required)**

Contact Person	Pitney Bowes considers out Customer information to be proprietary and confidential. If we are being considered for an award, we would be happy to facilitate and introduction.
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	

**REQUEST FOR PROPOSAL – WV PUBLIC EMPLOYEES INSURANCE AGENCY**

**Vendor Experience Reference Information**

**Reference #3 (Required)**

Contact Person	Pitney Bowes considers out Customer information to be proprietary and confidential. If we are being considered for an award, we would be happy to facilitate and introduction.
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	

**Reference #4 (Optional)**

Contact Person	Pitney Bowes considers out Customer information to be proprietary and confidential. If we are being considered for an award, we would be happy to facilitate and introduction.
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Pitney Bowes, Inc.

Authorized Signature: *Susan Lepinsky* Date: 07/26/21

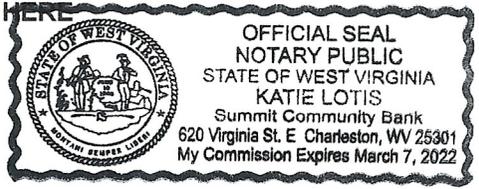
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26 day of July, 2021.

My Commission expires March 7, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC *Katie Lotis*



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Northeast, Inc.		<b>NAMED INSURED</b> Pitney Bowes Inc. and its Subsidiaries Attn: Susan Ciliberti 3001 Summer Street Stamford, CT 06926	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> 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 C6781471A **EFF DATE:** 07/01/2021 **EXP DATE:** 07/01/2022

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

**INSURER AFFORDING COVERAGE:** National Fire & Marine Insurance Company **NAIC#:** 20079  
**POLICY NUMBER:** 42-XSF-316064-01 **EFF DATE:** 07/01/2021 **EXP DATE:** 07/01/2022

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

# Pitney Bowes Proposal Response



Request for Proposal CRFQ-PEI22-01  
Printing/Mailing Services - Invoice Printing

Due: September 15, 2021 @ 1:30 PM

Submitted by:

Susan Lopinsky  
WV Government/Major Account Manager  
Pitney Bowes Inc.  
304-881-9298



September 10, 2021

West Virginia Public Employees Insurance Agency (PEIA)  
Melissa Pettrey, Senior Buyer  
2019 Washington Street, East Charleston, WV 25305  
Email: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@wv.gov)

Hello:

Pitney Bowes is pleased to prepare our response to your Request for Proposal – Invoice Printing.

For more than 100 years, Pitney Bowes has been helping customers meet their varied needs at highly competitive prices. We are committed to providing superior customer service, product quality, value-based solutions and technology, innovative cost solutions and outstanding service.

The following proposal outlines our offer. Pitney Bowes Inc. (PBI) respectfully takes exception to the terms and conditions included within the RFP and includes the following with our submittal the Pitney Bowes Mailstream On-Demand Service Agreement and Print and Mail Service Addendum. These terms are specific to the offering being presented and contain industry specific requirements. Pitney Bowes agrees to negotiate in good faith. ***Please note, this offer is contingent on the terms of this offer letter and the Attachments thereto. Any resulting contract or purchase order will be governed by the terms of this response. Pricing is subject to change upon additional client requirements.***

Pitney Bowes would also like to clarify our solution compared to Section 3.1.2 – Contract Deliverables.

3.1.2.1.2 (d) - Must include - PEIA's return address and PEIA indicia

- Our solution would be for a double window envelope with return address showing through return address window. Mail will go out using our permit rather than PEIA indicia.

3.1.2.1.3 (d) - Must include -PEIA payment address for retirees

- Our solution will be window reply envelope with payment address on coupon that will show through window.

3.1.2.1.5 - Mailing - Vendor will deliver the completed documents to the post office. Vendor will notify PEIA of the delivery of the final product to the Post Office.

- Pitney uses our Presort Service for mailings

3.1.2.2.3 (d) - Must include - PEIA's return address and PEIA indicia

- Our solution would be for a double window envelope with return address showing through return address window. Mail will go out using our permit rather than PEIA indicia.

3.1.2.2.4 (d) - Must include -PEIA payment address for retirees

- Our solution will be window reply envelope with payment address on coupon that will show through window.

3.1.7 - Vendor is responsible for preparing mailing at lowest possible postage cost on PEIA's mailing permit and delivering to the post office

- Mail will go out using our permit and will be billed at automation AADC rate. Documents with addresses do not result in full postal coding will go out at the single piece meter rate.

3.1.9 - Vendor shall supply postage paperwork (USPS form 3602s) attached to invoice when submitted to the PEIA Procurement Officer for payment of contract services.

- We do not have this capability

Once again, thank you allowing Pitney Bowes this opportunity to share our knowledge, technology and vision with the West Virginia Public Employees Insurance Agency (PEIA). Please do not hesitate to call with any questions as you are working through your review process.

Sincerely,

*Susan Lopinsky*

Susan Lopinsky  
WV Government/Major Account Manager  
Pitney Bowes Inc.  
304-881-9298

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**Pitney Bowes Agreement .....12**

## Notice of Confidentiality

© 2020, Pitney Bowes Inc. All rights reserved.

THE INFORMATION CONTAINED IN THIS DOCUMENT AND THE SOLUTION PROPOSED BY PITNEY BOWES INC. ("PBI") ARE PROPRIETARY AND CONFIDENTIAL TO PBI. THESE MATERIALS CAN BE USED SOLELY FOR THE PURPOSE OF EVALUATING A POSSIBLE TRANSACTION BETWEEN PBI AND ITS PROSPECTIVE CUSTOMER. NO RECIPIENT OF THESE MATERIALS MAY USE THEM FOR ITS OWN COMMERCIAL ADVANTAGE. THE RECIPIENT OF THESE MATERIALS MUST HOLD THEM IN CONFIDENCE AND SHALL NOT DISTRIBUTE THEM, IN WHOLE OR IN PART, TO ANY OTHER INDIVIDUAL OR ENTITY IN ANY FORM WITHOUT THE PRIOR WRITTEN CONSENT OF PBI MANAGEMENT.

# Company Overview

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## Supplier History and Information

On April 23, 1920, Arthur Pitney, the inventor, and Walter Bowes, the promoter, founded The Pitney Bowes Postage Meter Company. Over the next 100 years, the combination of creativity with business acumen enabled Pitney Bowes to pioneer innovations for over one million clients through several decades – beginning with the postage meter to pushing the boundaries of global ecommerce. The Pitney Bowes centennial commitment continues to put the client first with sustainable innovation created by exceptional people who have deep ties to our communities and driven by a culture of doing the right thing the right way. For additional information visit Pitney Bowes: <https://www.pitneybowes.com/us/newsroom/100.html>.

Pitney Bowes (NYSE:PBI) 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. For 100 years Pitney Bowes has been innovating and delivering technologies that remove the complexity of getting commerce transactions precisely right. For additional information visit Pitney Bowes, the Craftsmen of Commerce, at [www.pitneybowes.com](http://www.pitneybowes.com).

## Our People

- **Our legacy.** Pitney Bowes' long record of advocacy and commitment to diversity and inclusion has been externally recognized with numerous awards throughout our history, including Bloomberg's [2020 Gender Equality Index](#), Forbes [Best Employers for Diversity](#), [Best Employers for Women](#) and [America's Best Large Employers](#) lists.
- **Women at Pitney Bowes.** Throughout the year, the company celebrates women and their accomplishments in serving clients, creating value and innovating in our markets. We've seen the power of women at work in our business. Women leaders have had responsibility for over 25% of our annual revenue since the 1990s, and by 2019 that figure was more than 50%.
- Today, people of color comprise 50% of the company's U.S. workforce, 18% of its senior management, and 28% of overall management.

## Enterprise Business Solutions

Our Enterprise Business Solutions group includes equipment and services that enable large enterprises to process inbound and outbound mail. We segment the Enterprise Business Solutions group between our Production Mail operations and Presort Services operations.

### Shipping Management Solutions

Shipping management solutions enable clients to reduce transportation and logistics costs, select the best carrier based on need and cost, improve delivery times and track packages in real-time. We also offer scalable global logistics management systems that can be integrated into mail centers, as well as desktop and production shipping environments.

### Global Ecommerce Solutions

Global ecommerce solutions enable full transparency of the fully landed costs by quoting duty, taxes and shipping at checkout, compliance with all import/export complexities, restrictions, regulations and documentation requirements and provide reliable tracking information. Our global ecommerce software platform is currently utilized by over 40 direct merchants and a major online marketplace enabling millions of parcels to be shipped to over 60 countries from the U.S. and more than 15 countries from the U.K.

## Client Service

We have a client care service organization that provides telephone, online and on-site support to diagnose and repair our increasingly complex mailing equipment, production printers and sophisticated software solutions. Most of our support services are provided under annual contracts.

## Sales and Marketing

We sell to a variety of business, governmental, institutional and other organizations. We have a broad base of clients and we are not dependent upon any one client or type of client for a significant part of our total revenue.

## Investment in Research and Development

We invest in research and development programs to develop new products and solutions, enhance the effectiveness and functionality of existing products and solutions and deliver high value technology, innovative software and differentiated services in high value segments of the market. As a result of our research and development efforts, we have been awarded a number of patents with respect to several of our existing and planned products. However, our businesses are not materially dependent on any one patent or license or group of related patents or licenses.

## Ethics

Our values define us as individuals and as a company. Our approach to corporate responsibility is grounded in shared values. That's proven to be a source of great strength for Pitney Bowes throughout our history.

Our core value statement, "We do the right thing, the right way," defines how we have chosen to conduct our operations and sets the tone for how we interact with our stakeholders. Employees of Pitney Bowes are committed to treating our clients, business partners, co-workers and communities where we live and work with fairness, honesty, respect and integrity. The company's success as industry leader, employer, business partner and global citizen has been built on these commitments for more than 95 years.

## Risk and business continuity

We have a responsibility to our people and our clients to ensure the continuity of our business during times of crisis. We have robust systems in place to identify, prioritize and mitigate risk. This includes financial and sustainability risks.

## Privacy

Pitney Bowes is committed to protecting the privacy of personal and sensitive information. We have processes and systems to protect privacy while ensuring information security. We protect the confidentiality of employee communications on sensitive matters. Our products and services are designed to: minimize privacy risks, meet our regulatory and legal obligations and build trust in our solutions.

## Advocacy

To help advance our business objectives, Pitney Bowes participates in the public policy and political process in the United States in a variety of ways. We believe our activities are in our shareholders' best interests as well as the interests of the broader marketplace.

## Environment – Reducing our impact on the environment

- Green Power Program. In 2019, Pitney Bowes was listed by the U.S. Environmental Protection Agency as one of the "Green Power Partnership Top 30" in Tech & Telecom, which places it among the 30 largest U.S. green power users in that category.
- Reducing energy consumption. In 2019, Pitney Bowes achieved its 2020 carbon emissions target a full year ahead of schedule, and electricity consumption was down by approximately 34.7 million kilowatt hours from its 2007 baseline, saving \$5.03 million and reducing our carbon footprint by 16,810 metric tons of CO<sub>2</sub>.
- Fleet efficiency and sustainability initiatives. Transportation and logistics are vital components of Pitney Bowes Commerce Services business, with a fleet encompassing more than 400 power vehicles, vans, straight trucks and tractors. As an EPA SmartWay Partner, the company has steadily

improved the environmental performance of both its vehicles and its transportation network through a combination of hardware and software solutions, enabling its vehicles to avoid 300,000 miles of driving and save more than 30,000 gallons of fuel in 2019.

- **Green remanufacturing.** Pitney Bowes has a long legacy of product remanufacturing and recycling. It has established centers throughout the United States, Canada and Europe where clients return products for subsequent remanufacture, reuse of parts, or recycling. In 2019, equipment remanufactures diverted more than 498,000 pounds of waste from recycling to reuse. In total, Pitney Bowes' remanufacturing process has kept more than 3.6 million pounds of products out of waste streams in the past eight years.
- **Pitney Bowes is recognized with the 2020 Climate Leadership Award for Excellence in Greenhouse Gas Management** from the U.S. Environmental Protection Agency and the Center for Climate Solutions, in recognition of its consistent success in improving energy efficiency and reducing our environmental footprint.
- **Flexible work arrangements help lower our carbon footprint.** Well before the COVID-19 pandemic transformed workplaces around the world, Pitney Bowes encouraged agile work as a means of saving time and reducing energy consumption, resulting in more than 14,000 fewer miles per employee not driven.

In today's competitive market, few companies get a second act, much less a second century. Some of the most iconic companies have survived and prospered for more than 100 years — companies like Procter & Gamble, 3M, ExxonMobil, and General Electric. One study found that fewer than 1 in 10 publicly traded companies in the U.S. are 100 years old or older.

What sets these companies apart? It is the ability to adapt and succeed in the face of changing markets, disruptive technologies and new business models — not just once or twice, but consistently over the decades.

As we approach our second century as an industry leader, you won't find any complacency on our part.



**100 Years of Innovation, enabling parcel distribution across the globe, serving 90% of the Fortune 500 and 1.5 million small businesses**

### Awards and Achievements

Pitney Bowes has achieved certification under the J.D. Power 2021 Certified Technology Service & Support Program after being awarded last year the J.D. Power 2020 Certified Assisted Technical Support Program. These distinctions recognize Pitney Bowes for delivering "an outstanding customer service experience" to clients.



Please click on the link to see the multitude of Awards and Accomplishments that Pitney Bowes has achieved:

<https://www.pitneybowes.com/us/newsroom/awards-and-recognition.html>

# Solution Overview

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## **Mailstream On Demand:**

Engineered for seamless compatibility, Pitney Bowes Mailstream On Demand service ensures accurate, consistent customer communications across all delivery channels. Interoperable solutions also work together to increase efficiencies and reduce customer service calls. Whether you are seeking a partner to produce and deliver, utility bills or any other type of customer communication personalized for your business, Mailstream On Demand can empower your organization with the right solutions.

Mailstream On Demand Services are delivered through hardware, software, and physical manufacturing infrastructure owned and operated by Pitney Bowes partners. No external employees or external vendors are used to complete any of these services, other than postal presorting. All data processing is completed on servers located in secure, physically redundant data centers. All printing and mailing activity is delivered from redundant, state-of-the-art production facilities. And each completed mail piece is delivered directly to the USPS each business day from a Pitney Bowes presort Center.

Mailstream On Demand Service provides a comprehensive, “single-source” for printing and mailing of these improved documents, including postal address cleansing, “print mail” processing, and postal presorting and USPS delivery.

Mailstream On Demand Address Cleansing Services incorporates NCOALink™, CASS-certified Standardization and proprietary logic to optimize mail deliverability.

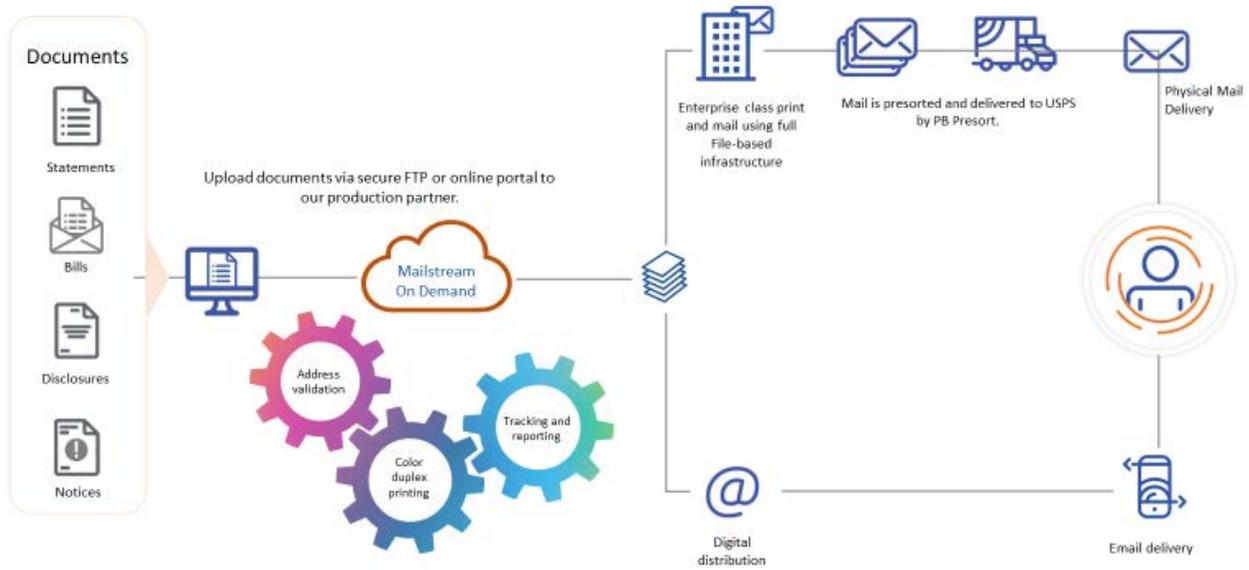
Mailstream On Demand Service also provides a customer portal that enables customers to: (a) view documents stored in our electronic archive (Mailstream On Demand Document Archive), (b) reprint and re-mail selected documents, (c) access and download reporting, and (d) perform self-service administration.

Mailstream On Demand Service provides additional custom reporting available for delivery via email, secure ftp, message queue, or other secure file delivery methods. Reporting is available in multiple formats including HTML, CSV, and XML.

Document Archive services are included in the low print and mail price and provide online access to exact replicas of documents processed, enabling real-time retrieval and viewing as PDF documents, automatic reprinting of documents from the desktop of authorized users, and optional direct file delivery of PDFs for customer storage.

Disaster Recovery/Business Continuity for customers looking to continue processing documents in house, Mailstream on Demand Solution can provide services to keep your production environment up and running without disruption due to unforeseen events such as equipment break fix events or to help manage spikes in volume.

## How Mailstream On Demand works.



Mailstream on Demand operates as a White Paper Factory. This allows us to drive efficiency by eliminating the need to warehouse and manage inventory of custom pre-printed forms and envelopes. As an all-inclusive solution, MOD uses 24# bond white roll fed paper, all color, graphics and variable data are printed inline. The MOD Service includes a double window #10 Send Envelope and a #9 Single Window remittance envelope.



# Pricing

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Invoice Printing  
Pricing Page

Vendor should complete pricing page in its entirety, electronically if possible to ensure legibility. **In Oasis, please use "0" for all commodity lines.**

Commodity Line	Description	Unit of Measure	Unit Cost	Estimated Quantity per printing*	Estimated Cost Per Printing	Estimated Annual Cost^
<b>YEAR ONE</b>						
3.1.2.1	Invoice Only Printing/Mailing	Each	\$ 0.23	1,000	\$226.00	\$2,712.00
3.1.2.2	Invoice Plus Printing/Mailing	Each	\$ 0.23	4,000	\$904.00	\$10,848.00
3.1.3	Additional Insert †	Each	\$ 0.05	1,000	\$50.00	\$200.00
3.1.3	Additional Insert †	Each	\$ 0.05	4,000	\$200.00	\$800.00
<b>TOTAL VENDOR ANNUAL BID</b>						<b>\$14,560.00</b>

† Additional Insert Jobs may not occur, but PEIA would like the option to request if needs dictate. Please indicate pricing at each quantity level.

^ Annual Cost is calculated using the below estimated quantities and estimated job:

Job	Quantity	Annual Printings
Invoice Only Printing/Mailing	1,000	12
Invoice Plus Printing/Mailing	4,000	12
Additional Insert	1,000	4
Additional Insert	4,000	4

Please use the lines below to provide prices for up to three renewal years. All prices will be evaluated, but contract will only be awarded on year one pricing.

Commodity Line	Description	Unit of Measure	Unit Cost	Estimated Quantity per printing*	Estimated Cost Per Printing	Estimated Annual Cost^
<b>YEAR 2 (OPTIONAL RENEWAL)</b>						
3.1.2.1	Invoice Only Printing/Mailing	Each	\$ 0.23	1,000	\$226.00	\$2,712.00
3.1.2.2	Invoice Plus Printing/Mailing	Each	\$ 0.23	4,000	\$904.00	\$10,848.00
3.1.3	Additional Insert**	Each	\$ 0.05	1,000	\$50.00	\$200.00
3.1.3	Additional Insert**	Each	\$ 0.05	4,000	\$200.00	\$800.00
<b>YEAR 3 (OPTIONAL RENEWAL)</b>						
3.1.2.1	Invoice Only Printing/Mailing	Each	\$ 0.23	1,000	\$226.00	\$2,712.00
3.1.2.2	Invoice Plus Printing/Mailing	Each	\$ 0.23	4,000	\$904.00	\$10,848.00
3.1.3	Additional Insert**	Each	\$ 0.05	1,000	\$50.00	\$200.00
3.1.3	Additional Insert**	Each	\$ 0.05	4,000	\$200.00	\$800.00
<b>YEAR 4 (OPTIONAL RENEWAL)</b>						
3.1.2.1	Invoice Only Printing/Mailing	Each	\$ 0.23	1,000	\$226.00	\$2,712.00
3.1.2.2	Invoice Plus Printing/Mailing	Each	\$ 0.23	4,000	\$904.00	\$10,848.00
3.1.3	Additional Insert**	Each	\$ 0.05	1,000	\$50.00	\$200.00
3.1.3	Additional Insert**	Each	\$ 0.05	4,000	\$200.00	\$800.00

\* Quantities are Estimates Only  
Printing is generally once per month



# Pitney Bowes Agreement

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## MAILSTREAM ON DEMAND SERVICES AGREEMENT

Thank you for choosing Pitney Bowes. Please read these terms carefully. These terms, the Addenda, and the executed order form (the "Order") make up your agreement with Pitney Bowes (this "Agreement"). "PB", "we", "our" or "us" refers to Pitney Bowes Inc. "You", "your" or "Client" refers to the entity identified on the Order.

1. **Scope.** During the Term (defined in Section 6), we (or one of our affiliates or vendors) will provide one or more of the Mailstream On Demand services to you as identified on the Order (the "Services"). New services may be added from time to time by the execution of a new order. In addition to these terms, depending on the service, additional terms may apply. These terms will be set forth in an Addendum to this Agreement. The Order will become effective when signed by you ("Effective Date").

2. **Performance Standards; Warranty.** We will perform the Services in a skillful and workmanlike manner consistent with the standards set forth in the Addendum. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF, OUR AFFILIATES AND OUR VENDORS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. **Prices and Payment Terms.**

a. **Service Fees.** You agree to pay the fees for the Services, which are listed on the Order and applicable Addendum. You also agree to pay the fees for any other services selected on the Order. All fees are exclusive of any applicable sales, use, excise, withholding or other taxes. All fees charged to you are subject to an increase equal to any taxes PB may be required to pay, other than tax due on the net income of PB. If one or more Services are not implemented within 6 months of the date first specified above, we reserve the right to modify the fees specified on the Order or applicable Addendum for which Services have not been implemented. Your payment for Services is due net 30 days from the date of the invoice. Past due invoices are subject to a late fee. PB will submit invoices directly to the address you provide on the Order.

b. **Postage.** As a courtesy, and in order to process in a timely manner each file containing your documents submitted for printing and mailing ("Print File"), we pay the related postage on your behalf. However, you remain liable to us for this cost and must immediately reimburse us. To facilitate prompt reimbursement, we require you to establish and maintain a Postage Expense Deposit (Reserve) Account with The Pitney Bowes Bank, Inc., dedicated for activity under this agreement (your "MOD Reserve Account"). We will debit postage incurred for your Print Files from your MOD Reserve Account pursuant to the authorization you grant to us under your Postage Expense Deposit (Reserve) Account Authorization Agreement for Payments with The Pitney Bowes Bank, Inc., which shall be completed as part of your enrollment process for your MOD Reserve Account.

Any deposit made by you in your MOD Reserve Account is subject to separate terms and conditions which will be provided to you by The Pitney Bowes Bank, Inc. On or prior to the Effective Date, the parties will agree on a minimum balance that you must maintain in your MOD Reserve Account. This minimum balance will be based on your projected activity under this Agreement and can be managed by you in your online Pitney Bowes account. We may require you to change your minimum

balance at any time by notifying you at the email address you provide to us for contact. If you would like to initiate a change to your minimum balance in Your Account, you may do so with our consent.

Prior to processing each Print File, we will confirm the availability of funding in your MOD Reserve Account in an amount equal to the estimated postage required for the Print File plus 10% (the "Estimated Postage").

i. **Debit Inquiry - Sufficient Funds.** If there are sufficient funds in your MOD Reserve Account to cover the Estimated Postage, the Print File will be processed, and we will initiate a debit from your MOD Reserve Account in an amount equal to the actual postage paid by us (the "Actual Postage").

ii. **Debit Inquiry - Insufficient Funds.** If there are insufficient funds to cover the Estimated Postage, the Print File will not be processed, and we will not be responsible for any delays. Once the amount in the MOD Reserve Account is equal to or exceeds the Estimated Postage, you must release the Print File for processing. We will provide the necessary instructions to you to release the Print File. Once your Print File is processed, we will initiate a debit from your MOD Reserve Account for the Actual Postage.

iii. **Debit Request – Insufficient Funds.** If there are insufficient funds to cover the Actual Postage, you will be in breach of this Agreement.

4. **Confidentiality; INDEMNIFICATION; Intellectual Property.**

a. In providing the Services, each party may have access to the other party's confidential information. Each party agrees to hold this information in confidence and only use it in connection with the exercise of its rights and the performance of its obligations under this Agreement. Confidential information does not include information that: (i) is already public or becomes available to the public through no breach of this Agreement; or (ii) was in the receiving party's possession before receipt from the disclosing party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or, (iv) is independently developed by or on behalf of the receiving party without use of any of the disclosing party's confidential information. We will handle your personal information in accordance with our [Privacy Statement](#).

b. You will be responsible for ensuring that you have the appropriate rights to (including the right to provide to us) all data, materials or other information that you may provide in connection with the Services, and you agree to indemnify and hold us harmless from and against all claims, costs, expenses, losses and liabilities resulting from a violation of the foregoing.

c. You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services. All rights in and to any intellectual property used or disclosed by us (or our affiliates or vendors, as applicable) to you



in providing the Services, whether developed prior to, during or after the date of this Agreement, are and will remain the sole and exclusive property of us, our affiliates or vendors and our and their licensors, as applicable. You agree to maintain the confidentiality of this information and not use this information for any purpose not directly related to the provision of Services.

d. Each party will keep confidential the terms and conditions of this Agreement.

5. **LIMITS ON LIABILITY.** OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR AFFILIATES OR VENDORS) IS LIMITED TO THE FEES (EXCLUDING POSTAGE OR MATERIALS COSTS) PAID BY YOU TO US (FOR THE APPLICABLE SERVICES INVOLVED) IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM. NEITHER PB NOR ITS AFFILIATES OR VENDORS WILL BE LIABLE FOR ANY 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.

6. **Term; Termination.**

a. This Agreement will become effective as of the Effective Date and will continue for the number of years set forth on the Order (the "Term"). Each Addendum will be effective on the effective date set forth in the associated order and will remain in effect, unless terminated sooner as provided below, for the term set forth therein. Any Addendum effected prior to the termination of this Agreement will remain in effect for its entire term and any provisions contained in this Agreement that apply to the Addendum will remain in full force until the expiration or termination of the Addendum.

b. Either party may terminate an Addendum if the other party breaches (i) any material provision of (x) this Agreement as it applies to such Addendum or (y) the applicable Addendum, and, in either case, (ii) does not cure such breach within thirty (30) days after written notice thereof. Termination of the Print and Mail Service Addendum will terminate this Agreement and any other Addendum. Termination of any other Addendum will not affect any remaining Addendums.

7. **Compliance with Laws.** Each party will comply with the provisions of all applicable federal, state and local laws, ordinances, statutes, rules and regulations.

8. **Miscellaneous.**

a. **Force Majeure.** Except for a party's payment obligations, neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party, including without limitation, acts of God, governmental actions, transportation problems, strikes, lockouts, riots, acts of war, acts of terrorism, delays or errors in the United States mail or changes of laws or regulations, epidemics, fire, interruption or failure of internet, general internet or communication line failures, telecommunications or digital transmission links, power surges or failures, earthquakes or other disasters.

b. **Entire Agreement.** This Agreement (including all Addendum(s)) is the entire agreement and supersedes all prior written or verbal agreements, proposals, understandings and discussions between the parties. Neither party will be subject to

the terms contained on any pre-printed purchase order or other acknowledgement.

c. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

d. **Assertion of Claims.** Any claim or cause of action arising out of or relating to this Agreement not presented by Client within 1 year from the discovery of the claim or cause of action shall be deemed waived. Client shall have the duty to mitigate damages for which we may become responsible under this Agreement.

e. **Assignment.** You may not assign this Agreement without our prior written consent, which consent shall not be unreasonably withheld. Any purported assignment is void. We may subcontract certain of our rights and/or responsibilities hereunder to third parties without your prior consent.

f. **Notice.** Notices under this Agreement will be sent to us at the addresses set forth below and to you at the address set forth on the Order, or to such other address as such party has specified most recently by written notice to the other party, in each case via (a) a nationally recognized overnight carrier, or (b) email, with a hard copy sent via regular mail.

If to Pitney Bowes Inc.:

Pitney Bowes Inc.  
27 Waterview Drive  
Shelton, CT 06484  
Attn: Linda Kish  
Email: linda.kish@pb.com

With a copy to:

Pitney Bowes Inc.  
3001 Summer Street  
Stamford, CT 06926  
Attn: Executive Vice President, Chief Legal Officer and  
Corporate Secretary  
Email: legalnotices@pb.com

g. **Survival.** Our respective rights and obligations under Sections 3-6 and 8(c) survive termination of the Agreement.



**PRINT AND MAIL SERVICE ADDENDUM  
TO  
MAILSTREAM ON DEMAND SERVICES AGREEMENT**

If you are receiving Print and Mail Services under an Order, these terms will also apply. The meanings of capitalized terms not otherwise defined in this Addendum can be found in the Agreement.

1. **Our Obligations.** Pursuant to the terms of this Addendum and the Agreement, you agree to purchase and we hereby agree to provide the services selected on the Order.

2. **Client Obligations.**

a. You agree to assist us (or our vendor) with implementation services, either by allowing access to your information system or by providing necessary data. Technical assistance during interface setup and custom programming development may be required.

b. You agree that you will deliver sufficient data and information to be incorporated into the documents, including the names and addresses of the intended recipients of such documents ("**Data Files**") to PB each month during the term of this Agreement to produce and deliver the documents set forth on the Order.

c. You agree to provide Data Files in an agreed upon format. Major file layout changes may require an amendment to this Addendum, or issuance of a new agreement. We reserve the right to bill you at our then prevailing rate for any modifications to the original data file layout or other account maintenance performed by us after we receive your first live file data transmission. We will provide written quotation of any such modification fees. Variance from the agreed upon format may require manual intervention and lead to processing delays. You are responsible for backing up your Data Files.

d. Before we can start production of any data, you must first review, sign and return to us an "**Approval Form**" in which you approve the data file layout, graphics, data mapping, and other specific elements created for your application. We will not perform the work before we have your executed Approval Form. Each time your file layout changes, including graphics, data mapping, or other specific elements created for your application, an Approval Form will be required.

e. You are responsible for compliance with all USPS regulations, including, without limitation, the Move Update requirements. You represent and warrant that you are in compliance with the foregoing obligations. If you fail to comply with such obligations, including but not limited to failure to use an appropriate endorsement and a Move Update compliant method to verify addresses, and such failure results in fines, penalties, additional payments, or increased postage rates (i.e., loss of pre-sort mail discounts) to us or our vendor, those amounts will be charged to you.

f. You agree to give us at least 45 days' advance written notice for changes to, or discontinuation of, any custom preprinted material and agree to purchase or use any preprinted material in the event of format changes or canceling of contract. Preprinted material will not exceed a 3-month supply, based on average usage, and you will be contacted upon each reordering cycle to confirm preprinted format.

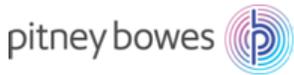
g. You will pay us for the Print and Mail Service in accordance with the pricing outlined on the Order.

h. If any document received from you and processed through the Print and Mail Service is not accurate solely as a result of our failure to perform the Print and Mail Service in accordance with the terms of this Addendum, and such failure results in damage to you, then our sole obligation and liability to you for such event shall be limited to re-printing and, if applicable, re-mailing the inaccurate document. Any claim under this Section must be asserted in writing within 15 days after the mailing of the inaccurate information on which such claim is based. You further agree that neither we nor our vendor shall be liable in any way for any inaccuracy which can be attributed to or demonstrated as resulting from errors or omissions or negligent, wrongful or other acts of Client, Client's affiliates or any of their respective employees, representatives or agents.

3. **Content.** PB reserves the right to refuse to print, mail or deliver any document that, in our sole reasonable judgment, may constitute an invasion of privacy, be degrading, libelous, unlawful, obscene or an infringement on any trademark, trade name or copyright, or could otherwise damage or bring disrepute on PB or any other third party. We will notify Client if we determine to exercise our rights under this Section with respect to any document, and Client will take prompt steps to remove any objectionable text or material specified by us from the document and/or any future documents. If you do not remove such objectionable text or material, we will have no obligation to print, mail or deliver any such document. Notwithstanding the foregoing, PB has no obligation to review the content of any document.

4. **Modifications.** PB or its vendor may make modifications, enhancements or upgrades ("**Modifications**") to the Print and Mail Service within its sole discretion.

5. **Term.** This Addendum shall be effective for the Term, unless terminated in accordance with Section 6(b) of the Agreement.



**RETURN MAIL SERVICE ADDENDUM  
TO  
MAILSTREAM ON DEMAND SERVICES AGREEMENT**

**If you selected the Return Mail Service on the Order, the following terms apply:**

1. **Service Offering.** Pursuant to the terms and conditions of this Addendum and the Agreement, you hereby agree to purchase and we hereby agree to provide the Return Mail Service. You hereby grant to us (or our vendor) the authority to process and redistribute documents that are returned to us (or our vendor) via our Return Mail Service. The Return Mail Service consists of the receipt and data harvesting of any document identified as being undeliverable. We agree to provide reporting of the results of the Return Mail Service.

2. **Pricing of Services.** During the term of this Addendum, we hereby agree to perform the Return Mail Service for you for the following fees:

\$0.30 per physical document “returned.”

A document is defined as “returned” when it is returned by the USPS to our vendor’s return mail processing center.

3. **Term.** The effective date of this Addendum shall be the date you sign the Order on which this service is selected and shall continue until the end of the Term, unless terminated in accordance with Section 6(b) of the Agreement, or upon thirty (30) days notice provided by either party to the other.