



Engineering the flow of communication™

July 8, 2011

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: **Request for Quotation No.: ISCL0084**
Toner/Developer
Buyer: Krista Ferrell – File 21
Bid Opening Date: 07/14/2011
Bid Opening Time: 1:30 p.m.

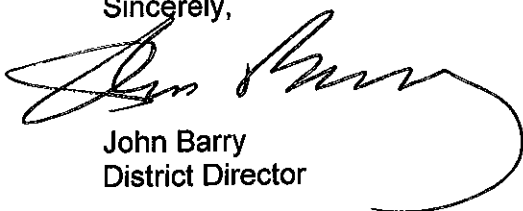
Attachments: Pitney Bowes Sales terms and conditions
Pitney Bowes Ink & Toner terms
Signed bid pages and attachments

Dear Ms. Ferrell:

Pitney Bowes Inc. is pleased to submit the enclosed offer in response to the referenced *Request for Quotation*. For more than 91 years, Pitney Bowes has been helping state and local governmental 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. ***Please note, any subsequent contract or purchase order will be governed by the terms of your solicitation document as well as the attached sales terms. Where required by West Virginia law the terms and conditions contained in the Request for Quotation shall control.***

Pitney Bowes has been in business for 91 years and employs over 33,000 people. Your contact is Eric Schmude, Government Account Representative. Mr. Schmude can be contacted at (804) 496-6912. His email is eric.schmude@pb.com. Our district office is located at 527 Second Avenue, South Charleston, WV 25303. The Pitney Bowes Sales Representative who may also assist you is Susan Lopinsky and she can be reached at (304) 881-9298, susan.lopinisky@pb.com. We sincerely thank you for the opportunity of providing you with solutions that meet your goals. Pitney Bowes looks forward to a long relationship and hope this will be one of many opportunities to become and remain one of your most valuable vendors.

Sincerely,



John Barry
District Director

RECEIVED
2011 JUL 13 AM 10:55
WV PURCHASING
DIVISION



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
ISCL0084

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - DATA CENTER MANAGER
 BUILDING 6, ROOM B110
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0135 304-558-5914

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/15/2011				

BID OPENING DATE: **07/14/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		700-57-55-004	\$5,452⁰⁰ monthly	\$65,424⁰⁰ annually
<p>TONER/DEVELOPER OPEN-END CONTRACT</p> <p>REQUEST FOR QUOTATION OPEN END CONTRACT</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR ENHANCED PRINTING TONER AND DEVELOPER PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 06/30/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED BY FORMAL WRITTEN ADDENDUM IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 744 1067	DATE 7/11/11
TITLE DIST Director	FEIN 06-049 5050	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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<p>STATE BUYER. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <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>						

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SIGNATURE	TELEPHONE 304 244 1067	DATE 7/11/11
TITLE DIST. DIR.	FBN 06-0495050	ADDRESS CHANGES TO BE NOTED ABOVE

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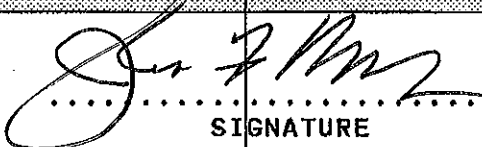
RFQ COPY
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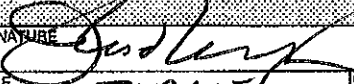
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 SIGNATURE Pitney Bowes, Inc. COMPANY 07-14-11 DATE						
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE 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. 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. 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)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-7441067	DATE 7/11/11
TITLE DJS DIRECTOR	FEIN 06-0495050	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304 744 1067** DATE: **7/11/11**
 TITLE: **DIS. Director** PEIN: **06-0495050** ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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DATE PRINTED 06/15/2011	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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<p>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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 744 1067	DATE 7/11/11
TITLE DIST DIRECTOR	FEIN 00-049-5057	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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BID OPENING DATE: 07/14/2011 BID OPENING TIME 01:30PM

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<p>AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: ISCL0084</p> <p>BID OPENING DATE: 07/14/2011</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 744 1067	7/11/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
DIST DIRECTOR	06-0495050	

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BID OPENING DATE: 07/14/2011	BID OPENING TIME: 01:30PM
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-744-0504 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- John Barry -----						
***** THIS IS THE END OF RFQ ISCL0084 ***** TOTAL:						\$5452 ⁰⁰ monthly <u>\$65,424⁰⁰ Annually</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 744 1067	DATE 7/11/11
TITLE Dist. Director	FAX 06-0495050	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)

8

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).

Specifications

1. Agency requires cases each containing eight (8) bottles of Enhanced Printing Toner, IBM part number 1402833(Or Equal).
2. Agency requires cases each containing two (2) bottles of Enhanced Printing Developer, Version 2, IBM part number 69G7379 (Or Equal).
3. Orders shall be scheduled for automatic monthly shipments on or before the 15th of every month. Failure to deliver by 15th of each month could result in the cancellation of the contract.
4. Vendor must be capable of delivering an additional one-half of the monthly shipment via next-business-day shipping in the event of critical shortage. Vendor will be notified of critical shortage by 12pm.
5. Vendors who are bidding alternates must so state and must include pertinent literature and specifications of alternate product.
6. Vendor will assume any costs related to printer equipment repair and/or replacement due to any damage caused by non-OEM toner or non-OEM developer provided as part of this agreement.

Part number	Description	Expected volume	Price per case	Monthly cost
1402833	1 case of toner	8 cases/month	449 ⁰⁰	3592 ⁰⁰
69G7379	1 case of developer	2 cases/month	930 ⁰⁰	1860 ⁰⁰
				5452 ⁰⁰

State of West Virginia

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 opportunity for qualifying vendors to request (at the time of bid) 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, 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
Date: 7/11/11

Signed: [Signature]
Title: DISTRICT DIRECTOR

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

ISCL0084

RFQ No. _____

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

Authorized Signature: [Signature] Date: 7/11/2011

State of WEST VIRGINIA

County of KANAWHA, to-wit:

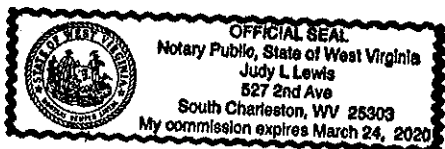
Taken, subscribed, and sworn to before me this 11th day of July, 2011

My Commission expires March 24, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]



Pitney Bowes Ink and Toner Cartridges

The Affordable Alternative from a Trusted Name in Mailstream Solutions



Keep Your Images Sharp – Cost Effectively

Ink cartridges from the original manufacturer can be costly. However, this doesn't have to be the case. Pitney Bowes offers a complete line of Ink and Toner Cartridges that are fully compatible with most major printers, multifunction devices, fax machines and copiers, and cost on average 35% less.



Quality And Expertise You Can Depend On

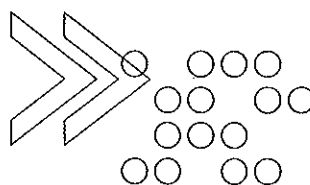
All PB brand Ink and Toner Cartridges are engineered to meet or exceed the manufacturer's specifications. All of our items are backed by a one year warranty.

A Commitment to the Environment

Our easy-to-use return labels and boxes enable you to send your used cartridges back to us for recycling, thus reducing waste. Go green!

Switch Now to the Affordable Alternative

Find out how much your organization can save by making the change to Pitney Bowes brand compatible toner and cartridges. Don't accept high toner expenses as "business as usual." Contact your Pitney Bowes Representative to learn more.



 **Pitney Bowes**

Pitney Bowes Inc.
World Headquarters
Stamford, CT 06926-0700

For more information call:
1-800-243-7824 or visit us online at:
www.pb.com



Printed on 50% recycled,
25% post-consumer waste paper



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PITNEY BOWES INC.
SALES TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms mean:

"Agreement" - the Order, these terms and conditions, and any attached exhibits and statements of work ("SOW").

"Delivery Date" - the date the Equipment or other item is delivered to your location.

"Effective Date" - the date the Order is received by us.

"Equipment" - PBI Equipment and third party equipment, excluding any IntelliLink Control Center[®] or Meter.

"Initial Service Term" - a period of twelve (12) months.

"IntelliLink[®] Control Center" or **"Meter"** - any postage meter supplied by us, including the postal security device, the user interface or keyboard and display, and the print engine.

"Maintenance Service" - the maintenance service tier for the Equipment selected by you on the Order (if any). The SLA describes the available Equipment Maintenance Service tiers.

"Maintenance Service Term" - The Initial Service Term and all Renewal Service Terms.

"Order" - the cover page to this Agreement.

"PBI Equipment" - PBI-branded equipment.

"PBI," "We," "Ours," or **"Us"** - Pitney Bowes Inc. and its subsidiaries.

"Shipment Date" - the date the Equipment leaves our facility or our agent's facility for delivery to you.

"SLA" - the Service Level Agreement attached as Exhibit A.

"Third Party Equipment" - equipment manufactured by a party other than us.

"You," "Your," or the **"Customer"** - the person or entity identified on the Order who is purchasing Equipment or Services.

2. AGREEMENT

2.1 You agree to purchase the Equipment and services listed on the Order. You agree to rent any IntelliLink[®] Control Center or Meter listed on the Order.

2.2 This Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement.

3. FEES, INVOICING, AND TAXES

3.1 **Equipment and Service Fees.** You agree to pay the fees listed on the Order upon receipt of our invoice. Maintenance Service fees may be adjusted at renewal.

3.2 **Invoicing.** If a SOW is attached to this Agreement, the SOW may describe the conditions under which you will receive your first invoice.

3.3 **Taxes**

You are responsible for paying any taxes on the Equipment and services, including sales and use tax.

3.4 **Late Fees**

(a) If your payment is overdue we will charge a late fee on the outstanding amount equal to the lesser of 18% per year and the maximum rate allowed by law until paid in full.

(b) You agree to pay us a return payment fee for each returned payment and that we may recover all expenses and interest to the maximum extent permitted by law.

3.5 **Suspension of Services.** We can suspend services if your account is more than thirty (30) days past due.

4. MAINTENANCE SERVICES (If Purchased)

4.1 **Term.** We will provide you with Maintenance Service for the Initial Service Term and any Renewal Service Terms.

4.2 **RENEWAL SERVICE TERM(S).** MAINTENANCE SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS TERMINATED BY YOU AS SPECIFIED IN SECTION 4.3 AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL OF THE TERM OR RENEWAL IS PROHIBITED BY APPLICABLE LAW. WE MAY

ADJUST THE MAINTENANCE SERVICE RATES AT EACH RENEWAL SERVICE TERM.

4.3 **Ending Your Maintenance Service**

(a) IF YOU DO NOT WISH TO RENEW YOUR MAINTENANCE SERVICE, YOU MUST DELIVER A WRITTEN NOTICE (including your account number) (the "Termination Notice") via certified mail to us at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956.

(b) We reserve the right not to renew your SLA at any time and for any reason.

4.4 **Maintenance Service Changes**

(a) We may modify our Maintenance Service by providing written notice to you (a "Maintenance Change Notice"), which will state whether the change is material.

(b) After receiving a Maintenance Change Notice, if the change is material, you may terminate Maintenance Services by delivering a Termination Notice within thirty (30) days of your receipt of the notice via certified mail to us at the following address: Pitney Bowes Inc., 2225 American Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number and is effective ten (10) business days after we receive it.

5. WARRANTIES

5.1 **Customer Warranties**

You represent and warrant that you will use the Equipment only for business or commercial purposes and not for personal, family, or household use.

5.2 **Our Equipment Warranty**

(a) We warrant that the PBI Equipment you purchased is free from defects in material and workmanship and will perform according to the customer user guide for a period of ninety (90) days from the install date (the "Warranty Period").

(b) As your sole remedy for a warranty claim, we will either repair the Equipment, or, at our option, replace the Equipment.

(c) A "defect" does not include the failure of rates within a rate update to conform to published rates.

(d) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds our recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than PBI, or the use of third party supplies (such as ink) resulting in: (i) damage to PBI's Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.

(e) The warranty does not cover consumable parts such as printheads, belts, ink rollers, sealer and moistener brushes, bulbs, felts and sponges.

5.3 **Our Services Warranty**

(a) We warrant that services will be performed in a professional and workmanlike manner.

(b) As your sole remedy for a warranty claim, we will re-perform these services.

5.4 **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED. WE ARE NOT RESPONSIBLE FOR POOR INDICIA, TEXT, OR IMAGE PRINT QUALITY, OR FAILURES TO PRINT INDICIA, TEXT, OR IMAGES, RESULTING FROM THE USE OF THIRD PARTY SUPPLIES (SUCH AS INK).

- 5.5 THIRD PARTY EQUIPMENT. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE.
6. **LIMITATION ON LIABILITY**
- 6.1 OTHER THAN THE LIQUIDATED DAMAGES THAT MAY BE APPLICABLE TO SLA TIER 3, OUR TOTAL LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY YOU TO US UNDER THE ORDER IN THE 12 MONTHS BEFORE THE EVENT THAT GIVES RISE TO THE CLAIM.
- 6.2 WE ARE NOT LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.
- 6.3 WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.
7. **INSTALLATION**
- 7.1 If we are installing the Equipment, you agree to provide a suitable power source and access to the install area.
- 7.2 We will make every reasonable effort to install the Equipment on the requested date but cannot guarantee a specific install date.
8. **DELIVERY; RISK OF LOSS; RETURNS**
- 8.1 Delivery. You bear all shipping charges for delivery of the Equipment.
- 8.2 Title; Risk of Loss
- (a) Title to the Equipment (excluding any rented or leased Equipment and any software within Equipment) passes to you only after we receive full payment for the Equipment.
- (b) Risk of loss passes to you upon delivery of the Equipment to the location identified in the Order.
- 8.3 Binding Order
- (a) The Order is binding upon you on:

- (i) the Shipment Date; or
- (ii) with respect to customized equipment, the date you execute the Order; or
- (iii) with respect to any Equipment paid for in more than one installment, the date on which we receive the first installment payment.
- (b) If you pay a deposit, the deposit is non-refundable once the Order is binding upon you.

9. **INTELLILINK SUBSCRIPTION (METER RENTAL)**

9.1 If your purchase includes the rental of an IntelliLink[®] Control Center or Meter, a rental agreement containing additional terms and conditions will be attached to this Agreement ("meter rental terms").

9.2 The meter rental terms are incorporated into and made part of this Agreement.

10. **SECURITY INTEREST**

You grant to us a purchase money security interest in the Equipment to secure payment.

11. **FORCE MAJEURE**

We are not responsible for any delay or failure to perform resulting from causes beyond our control.

12. **ASSIGNMENT**

You may not assign this Agreement without our prior written consent and any such attempt is void.

PB PRINT MANAGEMENT TONER TERMS ADDENDUM

To the extent Customer purchases any branded toner products from Pitney Bowes Print Management ("*Print Management*") pursuant to an Order, the following the following additional terms and conditions contained in this Addendum shall apply to such Order, in addition to the terms and conditions set forth in your Master Agreement [add exact title]:

1. Print Management warrants all brand toner products (each a "*Branded Toner Product*") for a period of one year from the date of purchase, subject to normal storage conditions in a climate-controlled environment as set forth below. Print Management warrants that subject to conditions stated below under normal use, the Branded Toner Product will not cause damage or abnormal wear to any compatible laser printer, ink jet printer, fax or copy machines. If damage occurs to any compatible laser printer or copy machine due to a properly installed but defective Branded Toner Product, PB Management will service and repair the laser printer or copy machine, or at Print Management's option, reimburse Customer for the full amount of all service and repair to the machine in question.

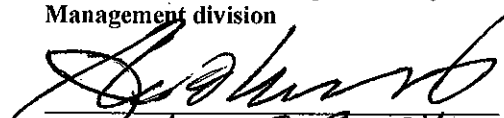
This warranty is dependent upon the customer providing Print Management with satisfactory evidence that the machine's damage was due to a defect in a Branded Toner Product, including a statement on the service company's letterhead dated and signed by the company's service representative.

2. Print Management's total liability shall be limited to the replacement or Print Management's reimbursement as provided above. This warranty is exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability.
3. Any conflicting terms contained in a Customer Order or other Customer form or terms that would expand the liability of Print Management as set forth herein are expressly rejected and this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Attachment through their duly authorized representatives on the dates indicated below.

Solely for purposes of this Attachment

Pitney Bowes Inc., through its Pitney Bowes Print Management division


Name: JOHN P. BARRETT
Title: DISTRICT DIRECTOR
Date: 7/11/2001

[Customer]

Name: _____
Title: _____
Date: _____