



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

State of West Virginia
 Request for Quotation

Proc Folder: 90719

Doc Description: CONSOLE INSERTER 4 COLOR INKJET PRINT SYSTEM

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-04-13	2015-05-06 13:30:00	CRFQ 0323 WWV1500000018	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 Pitney Bowes Inc., through its Document Messaging Technologies Division

37 Executive Drive
 Danbury, CT 06810
 (203) 792-1600

05/06/15 09:48:10
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 06-0495050

DATE 5/5/15

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

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Console inserter 4 color ink jet CMYK print system	1.00000	EA	\$211,290	\$211,290

Comm Code	Manufacturer	Specification	Model #
43212104	Pitney Bowes	Print+ Messenger	Y350

Extended Description :

Console inserter 4 color, Cyan, Magenta, Yellow, and Black printer system with first year maintenance

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Second year maintenance	12.00000	MO	\$13,556	\$162,672

Comm Code	Manufacturer	Specification	Model #
43212104			

Extended Description :

Second year maintenance

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Third year maintenance	12.00000	MO	\$13,827	\$167,924

Comm Code	Manufacturer	Specification	Model #
43212104			

Extended Description :
Third Year maintenance

WWW1500000018	Document Phase Final	Document Description CONSOLE INSERTER 4 COLOR INKJET PRINT SYSTEM	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Pitney Bowes requests a modification to Section 26, Warranty in the State T&Cs, to limit this section to the proposed one year manufacturer's warranty. See attached revised General Terms and conditions. Also attached are Pitney Bowes' On-Call Equipment Maintenance Agreement Exhibit, with terms for its delivery of service to the State. No software terms apply for this proposal.

Exhibit A
Pricing Page for WorkForce West Virginia
Console Inserter Ink Jet CMYK Printer System

Description	Brand Name	Model #	Unit of Measure	Unit Cost	Yearly Estimate Usage	Extended Cost
1. Console Inserter Ink Jet CMYK Print System including 1st Year Maintenance	Pitney Bowes Print Plus Messenger	Y350 Print+ Messenger	Each	211290.00	1	211,290.00
2. Optional Second Year Maintenance	Pitney Bowes Print Plus Messenger	Y350 Print+ Messenger	Each	13556.00	1	13,556.00
3. Optional Third Year Maintenance	Pitney Bowes Print Plus Messenger	Y350 Print+ Messenger	Each	13827.00	1	13,827.00
GRAND TOTAL (add lines 1,2,3,)						238,673.00

Contract will be evaluated on the Grand Total but be awarded for line item 1 and 2.

REQUEST FOR QUOTATION
One time Purchase of Console 4 Color Ink Jet CMYK Printer System with Three (3) years
of maintenance

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish a contract for the one time purchase of a Console Inserter four (4) Color Ink Jet Cyan, Magenta, Yellow, and Black (CMYK) printer system which will be integrated with existing mail inserter system and must also include three (3) years of maintenance service.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item”** means a Console Inserter four (4) Color Ink Jet Cyan, Magenta, Yellow, and Black (CMYK) ink jet printer system as more fully described in these specifications.
 - 2.2 “Contract Services”** means three of maintenance and support of the printer system as more fully described in these specifications.
 - 2.3 “Pricing Page”** means the pages, contained in wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services and used to evaluate solicitation responses.
 - 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.5 “CMYK”** means Cyan, Magenta, Yellow and Black
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1.** All maintenance must be performed by a trained technician specific to manufacturer with at least one year of experience; training certificate must be submitted with bid response.
- 4. MANDATORY REQUIREMENTS:**
 - 4.1 Contract Item Mandatory Requirements** Vendor shall provide Agency with the Contract Item and Contract services listed below which must meet or exceed the mandatory requirements.

REQUEST FOR QUOTATION
One time Purchase of Console 4 Color Ink Jet CMYK Printer System with Three (3) years
of maintenance

4.1.1 Console inserter print-messenger ink jet print system

4.1.1.1 Print system must include the printer and the transport to be physically integrated into the agency's existing Flexible Productivity System console mail inserter.

4.1.1.2 Print system must include mail piece tracking integrated to direct connect software system built into the console inserter.

4.1.1.3 Print System must be able to process up to 26,000 pieces per hour in CMYK color.

4.1.1.4 Print system must produce 100% full color variable images for each mail piece including: address, logo, return address, messaging, and postal permit.

4.1.1.5 Print system must be driven by direct connect software and file base processing system built into console inserter.

4.1.1.6 The integrated system must be supported by one vendor.

4.1.2 Contract Service Mandatory Requirements:

4.1.2.1 Vendor shall provide preventative maintenance which will consist of inspecting, cleaning and lubricating various components as well as replacement of parts, excluding all consumables which are ink and inkjet head wipes. All replacement parts must be new.

4.1.2.2 A preventative maintenance schedule shall be determined by the agency upon installation of the printer system.

4.1.2.3 Vendor must respond within one (1) hour of all phone service requests to attempt to resolve the issues by phone.

REQUEST FOR QUOTATION

One time Purchase of Console 4 Color Ink Jet CMYK Printer System with Three (3) years of maintenance

4.1.2.4 Vendor must respond on-site within four (4) business hours of determining the issue cannot be resolved by phone. Agency business hours are defined as being Monday through Friday, 8 AM to 5 PM Eastern Standard Time.

4.1.2.5 Maintenance coverage must be available Monday through Friday 8 AM to 5 PM Eastern Standard time excluding all state and federal holidays.

5. CONTRACT AWARD:

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

Evaluation will be the total bid cost for all items requested. Award will be the Inkjet System with first year maintenance included.

Optional renewal options will be initiated by the agency with agreement of vendor and processed by the West Virginia Purchasing Division as change orders for subsequent years.

Vendor should provide with their bid a copy of any software terms and conditions or licenses that the State of West Virginia or the agency will have to agree or accept as part of this solicitation. This information will be required before purchase order is issued.

Vendor should include a copy of maintenance terms and conditions or licenses that the State of West Virginia or the agency will be required to agree or accept as part of this solicitation. This information will be required before purchase order is issued.

5.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit A) and submit it as part of the bid response. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified. The estimated

REQUEST FOR QUOTATION
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purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

5.2.1 In the description field the Vendor should provide the brand name and model number of print system being bid.

5.2.2 Vendor will include the renewal cost should the agency opt to renew for years 2 and 3. Vendor should complete the Pricing Page in its' entirety as failure to do so may result in Vendor's bids being disqualified.

5.2.3 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address to: Melissa.K.Pettrey@wv.gov

Vendor's who wish to respond to a Centralized Request for Quotation for Services (CRQS) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRQS and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the Buyer during the scheduled bid opening for bid evaluation.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay a flat fee for the items, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION

One time Purchase of Console 4 Color Ink Jet CMYK Printer System with Three (3) years of maintenance

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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of maintenance

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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: Linda Shreve
Telephone Number: 203.796.6792
Fax Number: N/A
Email Address: .linda.shreve@pb.com

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twenty-four (24) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:** In the amount of _____ or more.
 - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
 -
 -
 -
 -
 -

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship. Each of (a) through (c) above will apply during the manufacturer's warranty period.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

- 41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

Pitney Bowes requests a modification to Section 26, Warranty in the State T&Cs, to limit this section to the proposed one year manufacturer's warranty. See attached revised General Terms and conditions. Also attached are Pitney Bowes' On-Call Equipment Maintenance Agreement Exhibit, with terms for its delivery of service to the State. No software terms apply for this proposal.

Pitney Bowes Inc., through its Document Messaging Technologies Division.

Standard One Year Equipment Warranty

1. **Warranties.**

a. **Customer Warranties.** Customer represents and warrants that: (i) it is financially solvent and is able to pay for the Equipment and Maintenance Services contemplated by this Agreement; and (ii) it is using the Equipment for business and commercial purposes and not for personal, family or household use.

b. **PBI Equipment Warranty.**

(i) Except as explained further below, PBI warrants to Customer that Equipment will be free from manufacturing defects in material and workmanship ("Manufacturing Defect(s)") and that it will perform according to PBI's specifications for one (1) year from the date of delivery ("Warranty Period"). For console inserting systems, the Warranty Period will run for one (1) year from the date of delivery or until the system reaches PBI's Equipment usage limits, whichever occurs first. If PBI installs the Equipment, the Warranty Period will run for one (1) year from fifteen (15) days after the date of delivery (for a total of three hundred and eighty (380) days from date of delivery), or for one (1) year from the completion date of PBI's on-site testing and assembly, whichever occurs first.

(ii) **Warranty Exclusions.** PBI does not assume a warranty obligation for consumable parts or supplies such as print heads and ink or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's specifications. This warranty excludes: (a) preventative maintenance, routine service and normal wear and tear; (b) Equipment serviced, repaired or refurbished by persons not certified by PBI to perform such service and repair; (c) damage to the Equipment caused by use of spare parts or supplies not supplied by PBI; (d) damage to Equipment caused by not using the procedures authorized by PBI; or (e) damage caused by integrating Equipment with products or processing equipment of companies other than PBI or its wholly-owned subsidiaries. For this warranty to be valid, Customer must operate the Equipment in accordance with PBI's specifications including, without limitation, under suitable temperature, humidity, line voltage, and any other PBI specified environmental conditions and only if Customer uses reasonable care in handling, operating, and maintaining the Equipment and uses the Equipment only for the purpose for which it was designed.

(iii) **Services Warranty.** PBI warrants that any services provided pursuant to this Agreement shall be performed in a professional and workmanlike manner.

(iv) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, PBI DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES FOR EQUIPMENT AND SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(v) **Third Party Equipment.** PBI MAKES NO WARRANTY OF ANY KIND AS TO EQUIPMENT SOLD HEREUNDER BUT MANUFACTURED BY A THIRD PARTY. PBI AGREES TO PASS THROUGH TO CUSTOMER ALL THIRD PARTY WARRANTIES IT RECEIVES ON SUCH EQUIPMENT TO THE EXTENT SUCH WARRANTIES ARE TRANSFERABLE. FURTHER, ANY MAINTENANCE PERFORMED BY PBI WILL NOT INCLUDE MAINTAINING ANY SUCH EQUIPMENT.

ON-CALL EQUIPMENT MAINTENANCE EXHIBIT

This Maintenance Exhibit is made and entered into as of the _____ day of _____, 20____ by and between Pitney Bowes Inc., through its Document Messaging Technologies Division, having a place of business at 37 Executive Drive, Danbury, Connecticut 06810-4148 ("Pitney Bowes"), and _____, having a place of business at _____ ("Client").

1. SCOPE AND TERM

1.1 This Exhibit is for maintenance of the products described in Schedule A (the "Products").

1.2 This Exhibit shall be effective as of the date described in Schedule A ("Service Date") and shall continue for an initial term of five (5) years (the "Initial Term"). Thereafter, this Exhibit shall renew automatically for successive one (1) year terms. After the initial term, either party may terminate this Exhibit upon sixty (60) days' prior written notice to the other. In the event Client elects to terminate this Exhibit without cause prior to the expiration of the then-current one (1) year term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by Pitney Bowes.

1.3 Notwithstanding anything contained herein to the contrary, Pitney Bowes may terminate this Exhibit upon one (1) business day's written notice to Client if Client breaches the payment provision of this Exhibit and such payment breach is not cured within ten (10) business days after receipt of written notice of such breach from Pitney Bowes.

2. BASIC SERVICE SUPPORT

2.1 Pitney Bowes shall perform such maintenance services with respect to Products, including providing adequately trained and qualified Client Service Representatives ("CSRs"), as described in Schedule B hereto.

2.2 Maintenance activities will include reasonable remedial maintenance and preventative maintenance necessitated by normal usage. Remedial maintenance will include replacement of parts, excluding consumable parts, and machine enhancements. Parts provided hereunder shall be new or equivalent to new including refurbished parts.

2.3 Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. Pitney Bowes shall inform Client of the timing and nature of preventative maintenance required and Pitney Bowes and Client shall mutually agree on the scheduled time for CSRs to perform the preventative maintenance. Pitney Bowes shall use commercially reasonable efforts to conduct preventative maintenance as scheduled. Client shall make the Products reasonably available to Pitney Bowes for preventative maintenance.

2.4 Software and firmware maintenance shall be provided by Pitney Bowes under this Exhibit as set forth in Schedule C.

2.5 Notwithstanding anything in this Exhibit to the contrary, Pitney Bowes will not be responsible: (i) for maintaining any Products that Client has failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the Product; (iii) if the Product is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any Product to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Product; (v) unqualified operators' use of the Product; (vi) use of the Product in a manner not intended; (vii) use of the Product to process applications not previously approved in writing by Pitney Bowes; or (viii) use of damaged materials, such as paper or envelopes. If Pitney Bowes performs any repairs or maintenance as a result of any of the foregoing, the Client shall pay Pitney Bowes at Pitney Bowes' normal rates in effect at such time. Client shall promptly notify Pitney Bowes of any unauthorized alteration of or addition to the Product that occurred after Client accepted the Product. Pitney Bowes will not be required to maintain Products that have become obsolete, either due to age, discontinuance of Product's manufacture or irreparability. Pitney Bowes shall make recommendations to Client regarding the replacement or refurbishment of such obsolete Products.

2.6 Service outside of the contracted hours or beyond what is described in Schedule B will be provided at Pitney Bowes' rates in effect at such time.

2.7 Obsolescence

From time to time, Pitney Bowes may provide notice to Client of its election, in its sole discretion, to terminate support for certain hardware, software, servers and/or databases due to obsolescence, end of life or a third party manufacturer's election to discontinue certain servers, platforms and/or software (collectively "Obsolescence"). In the event Client's support is terminated due to Obsolescence, Client will be provided a pro-rata refund for any amounts prepaid for maintenance for the obsolete hardware or software. In the event of a termination due to Obsolescence, Client will be provided an option to replace the obsolete software, servers and/or databases with replacements that meet or exceed Client's original system requirements, provided; however, additional costs, including but not limited to installation and support fees associated with the new solution may apply.

Parts and/or assemblies for the obsolete products described above or for products not sold as new will be provided only if available.

2.8 Nonsolicitation

Client agrees that during the term of this Exhibit and for a period of six (6) months after the termination of this Exhibit, it will not hire or solicit for employment any employee with whom it has had contact in connection with the performance of this Exhibit, provided, however, that the foregoing provision shall not prevent Client from (a) employing any such employee where the first contact between it and the employee with regard to employment is made by the employee on his or her own initiative without any direct or indirect solicitation by or encouragement from Client, (b) placing any public advertisement or general solicitation that is not targeted at any such employee specifically or employees of Document Messaging Technologies generally (a "General Solicitation") or (c) hiring any such employee where the first contact between Client and the employee with regard to employment is made by the employee on his or her own initiative in response to a General Solicitation and without any other direct or indirect solicitation or encouragement from Client. The provisions of this Section 2.8 shall survive termination of this Exhibit as necessary to affect its purpose.

3. MAINTENANCE CHARGES AND PAYMENTS

3.1 Commencing on the Service Date, Client shall pay to Pitney Bowes the maintenance charges described in Schedule B, which are incorporated as part of the Lease Supplement and Lease payment for the Initial Term. After the Initial Term expires, pricing will be reviewed on an annual basis and Pitney Bowes shall notify Client in writing of any price increases not less than thirty (30) days prior to the end of the then-current term. Within thirty (30) days after its receipt of such notice, Client may terminate this Exhibit by delivering to Pitney Bowes written notice of its desire to terminate, which notice must include the Client account number and be sent to Pitney Bowes at the address on page 1, Attention: Finance, by certified mail, return receipt requested. Any such termination by Client shall be effective ten (10) business days after Pitney Bowes' receipt of the notice of termination. If no such notice is received the Exhibit shall continue at the rates contained in the notice sent to Client. In the event Client notifies Pitney Bowes that it desires to have additional Products covered under this Exhibit, modifications to this Exhibit will be made by mutual agreement.

3.2 After expiration of the Initial Term Pitney Bowes will invoice Client for maintenance charges in advance (or for any *pro rata* portion thereof) as of the Service Date and annually thereafter. Such invoices are due thirty (30) days after the date of the invoice. If Client payment is not made in full on or before its due date, Client will pay Pitney Bowes a late payment administrative fee on the delinquent payments in the amount of 1.5% per month (or the maximum rate allowed by law) until paid in full. For each dishonored or returned payment, Client will pay Pitney Bowes the applicable returned item fee. In the event that charges due and owing have not

been paid by Client and Pitney Bowes brings an action to collect such charges, Client shall pay Pitney Bowes for all costs and fees (including reasonable attorneys' fees) incurred in the collection of any unpaid amount.

3.3 For Products added after the Service Date, Pitney Bowes will invoice Client for monthly maintenance charges on a *pro rata* basis. Extended hours of coverage will also be invoiced by Pitney Bowes on a monthly basis.

3.4 Pitney Bowes will also invoice Client for additional fees that result from annual cycle volume overages according to Schedule D.

4. OUTAGES

4.1 Once at the Client site, the CSR has sixty (60) minutes to diagnose the problem. Once the problem is diagnosed, a time estimate for resolution shall be provided to the Client.

4.2 If the problem is not diagnosed within sixty (60) minutes, the CSR will escalate to a Region Technical Specialist ("RTS") and the service manager. The RTS shall try to diagnose the problem over the phone based on the symptoms described by the site CSR. A decision will be made by the senior CSR to go to the site if unresolved. The Client and service manager shall be notified of the status as well as the estimated time of arrival of the senior CSR.

4.3 Once at the Client site, the RTS has sixty (60) minutes to diagnose the problem. If the senior CSR does not diagnose the problem, the Service Manager, and the Division Director shall be notified for the purpose of determining whether additional support is required.

4.4 If parts are required for diagnoses, confirmation on parts availability must be made and the Client, as well as service management, must be informed.

5. TERMS AND CONDITIONS

5.1 Indemnification

(a) Pitney Bowes shall indemnify and defend Client and its officers, directors, and employees (collectively referred to in this Section as "Client"), against any and all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) of third parties resulting from bodily injury or death to any person or tangible property damage, to the extent that such injury or damage is caused by Pitney Bowes' gross negligence or willful misconduct in its performance of services while on Clients' business premises.

(b) In the event that Client becomes aware of any claim alleging bodily injury or death or tangible property damage as described above, Client shall immediately notify Pitney Bowes. Pitney Bowes shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. If Pitney Bowes does not appoint counsel to

deal with, defend, settle or compromise any such claim after receiving notice thereof, Client may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of Pitney Bowes. In such event, (1) Client shall be permitted to control the defense of such claim and shall keep Pitney Bowes advised with respect to the conduct of such defense, settlement or compromise; (2) any settlement or compromise shall be for the account of Pitney Bowes; and (3) no settlement or compromise shall be made without the prior written consent of Pitney Bowes, which consent shall not be unreasonably withheld.

5.2 Default

If a material breach by either party of any of its obligations or responsibilities under this Exhibit is not cured within thirty (30) days after the other party notifies the breaching party thereof, the non-breaching party may by notice to the breaching party terminate this Exhibit.

5.3 No Implied Warranties

PITNEY BOWES DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PITNEY BOWES SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY CLIENT OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY CLIENT.

5.4 Force Majeure

Neither party shall be liable for any delays in performance hereunder due to unforeseen circumstances beyond its control, including, but not limited to, acts of nature, governments, or terrorists, labor disputes, delays in transportation, or delivery, or inability of suppliers to deliver.

5.5 Independent Contractor Relationship

Services by Pitney Bowes' employees, or persons under contract to Pitney Bowes, shall be performed hereunder as independent contractors of Client, and no such employees or persons doing such work or subcontractors shall be considered employees of Client.

5.6 Miscellaneous

(a) This Exhibit shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereof. Neither party may assign any interest in this Exhibit without the prior written consent of the other, which shall not be unreasonably withheld or delayed; any such purported assignment without such consent shall be null and void.

(b) This Exhibit shall be governed by, construed and interpreted in accordance with, the laws of the State of New York without regard to its conflicts of laws principles.

(c) Failure to enforce any rights hereunder or under law, irrespective of the length of time for which said failure continues, shall not constitute a waiver of those or any other rights.

(d) Captions used herein are for the convenience of the parties and shall not be used in construing the meaning of this Exhibit.

(e) If any of the provisions of this Exhibit shall be invalid or unenforceable, such provision(s) shall not render the entire Exhibit unenforceable or invalid but rather this Exhibit shall be read and construed as if the invalid or unenforceable provision(s) are not contained therein, and the rights and obligations of the parties shall be construed and enforced accordingly.

(f) The terms and conditions of Sections 3, 5 and 6 of this Exhibit shall survive the termination of this Exhibit.

(g) This Exhibit may be executed in one or more counterparts, each of which shall be considered an original, and together they shall constitute one and the same instrument.

6. NOTIFICATIONS

Any notices or other communications pursuant to this Exhibit by either party shall be communicated in writing, shall be effective upon receipt and shall be personally delivered or sent via U.S. registered or certified mail, first class postage prepaid. Any notices or communications shall be sent to the parties at their addresses set forth in this Exhibit unless a party otherwise notifies the other party. Notices or communications to Client shall be sent to the attention of Client's Vice President of Purchasing. Notices or communications to Pitney Bowes shall be sent to the attention of President, Document Messaging Technologies.

SCHEDULE A

EQUIPMENT COVERED UNDER MAINTENANCE

Products model and serial number:

Location:

Service Date:

On-call maintenance schedule:

SCHEDULE B

PRICING – Effective dates of the Exhibit / / through / /

Annual maintenance fee = \$ _____

Price includes: On-call service coverage, parts and labor, Monday through Friday 8:00am – 5:00pm excluding Pitney Bowes observed holidays.

Extended Hours of Coverage at the rates described in the table below:

Pitney Bowes shall invoice Client for any coverage requests outside of defined service personnel hours as follows.

- Coverage can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage during observed holidays can be purchased per eight hour shift, per technician with two weeks prior written notice.
- Coverage outside of defined service personnel hours requested without prior notification will be billed at the standard Pitney Bowes standby rates listed below. Stand-by charges reserve a technician to remain on-call outside service personnel hours for one shift, eight hours in length. Hourly charges are calculated from portal to portal, two hour minimum.

Stand By & Call Out - Random Basis								
	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Hol</u>
1st Shift								
Standby	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$35.00
Call-out	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.00	\$1,140.00
Qtr. Hr.	\$95.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71.25	\$142.50
2nd Shift								
Standby	\$35.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$35.00	\$35.00
Call-out	\$760.00	\$380.00	\$380.00	\$380.00	\$380.00	\$380.00	\$570.00	\$1,140.00
Qtr. Hr.	\$95.00	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50	\$71.25	\$142.50
3rd Shift								
Standby	\$35.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$35.00	\$35.00
Call-out	\$760.00	\$380.00	\$380.00	\$380.00	\$380.00	\$380.00	\$570.00	\$1,140.00
Qtr. Hr.	\$95.00	\$47.50	\$47.50	\$47.50	\$47.50	\$47.50	\$71.25	\$142.50
Callout charges listed above cover two hours of time and are charged portal to portal. The quarter hour increments represent what is charged after the initial two hours have been consumed								
Additional Shift Coverage								
	<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Hol</u>
1st Shift	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$2,850.00
2nd Shift	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$2,850.00
3rd Shift	\$2,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$2,850.00
Rates are per CSR per 8 hour shift								
Operator Training								
\$1,200 per 8 hour shift plus Travel Expense. Maximum class size is 4 students								

SCHEDULE C

SOFTWARE MAINTENANCE SCHEDULE

1. SCOPE AND TERM OF SCHEDULE

1.1 This schedule relates to maintenance for Pitney Bowes software and/or databases, as well as for software and databases developed by third parties and distributed under license by Pitney Bowes (collectively the "Licensed Programs"), all as further described in Schedule A to the On-Call Equipment Maintenance Exhibit ("EMA") to which this Schedule is attached and made a part thereof. By executing the EMA, Pitney Bowes agrees to provide to Client and Client hereby subscribes to Software Maintenance Services ("SMS") and Database Services ("DBS") for the Licensed Programs subject to the following additional terms and conditions:

1.2 The term of this schedule for SMS and DBS shall be the same as the EMA between Client and Pitney Bowes. Termination of the EMA shall automatically terminate this Schedule without further action by either party. The services provided herein will be included in the on-call EMA fee detailed in Schedule B. Similarly, termination of the agreement pursuant to which the Licensed Products were licensed shall result in termination of this Schedule

1.3 Notwithstanding anything contained herein to the contrary, Pitney Bowes may terminate this Schedule upon one (1) business day's written notice to Client if Client breaches the payment provision of the EMA, and such breach is not cured within ten (10) business days after receipt of written notice from Pitney Bowes.

2. SOFTWARE MAINTENANCE SUPPORT

2.1 Software Maintenance. Software maintenance shall consist of the distribution by Pitney Bowes to Client of fixes made from time to time to the Licensed Programs ("Fixes").

2.2 Fixes. Fixes to the Licensed Programs may include all or part of the following:

- Fixes to previously reported "bugs" to the Licensed Programs
- Technical improvements to the Licensed Programs

2.3 Client shall be advised of required Fixes made to the Licensed Programs during the term of maintenance support. Fixes shall be made available to Client, for implementation by Client or Pitney Bowes using the method deemed most appropriate; however, installation of a Fix to Licensed Programs which have been modified by Client or Pitney Bowes may require additional modifications, for which there will be an additional charge.

2.4 Upgrades and Version Releases. Upgrades and version releases to the Licensed Programs may be issued periodically by Pitney Bowes, shall consist of additional and enhanced functions, may be available at an additional charge to the Client, and may be installed at Client's option. Upgrades incorporate functional and technical capability not provided in the last Version Release but deemed required prior to the next Version Release ("Upgrade(s)"). Version releases incorporate all of the Upgrades; including functionality changes, and Fixes which have been issued since the previous release ("Version Release"). Installation of an Upgrade or Version Release to a Licensed Program that has been modified by Pitney Bowes at Client's request ("Modified Licensed Programs") may require additional modification, for which there will be an additional charge. All Version Releases, Upgrades, and Fixes provided under this Schedule shall be subject to the terms and conditions of the applicable agreement pursuant to which the original Licensed Program was licensed.

2.5 DBS will consist of distribution at no additional charge to Client of updates to the databases identified in the relevant purchase and/or license agreement; as such updates are made available by Pitney Bowes from time to time. DBS updates include postal or carrier rate changes, all zip or zone changes, and changes in service provided by carriers, provided that Pitney Bowes does not warrant the availability, accuracy or timely dissemination of non-Pitney Bowes originated source data incorporated in the databases.

2.6 Notwithstanding anything in this Schedule to the contrary, Pitney Bowes will not be responsible under this Schedule: (i) for maintaining any Licensed Programs that Client has failed to operate properly on the approved platform; (ii) if the Licensed Programs are not used in accordance with the agreed applications and for the ordinary purpose for which they are designed; (iii) if the inability of any Licensed Program to perform is due to any act or failure to act on the part of Client, including without limitation, any alteration of or adding components to any Licensed Program or failure to install updates, Version Releases, Upgrades or Version releases; (iv) unqualified operators' use of the Licensed Programs; (v) use of the Licensed Programs in a manner not intended; (vi) use of the Licensed Programs to process applications not previously approved in writing by Pitney Bowes; (vii) if the Licensed Programs have been operated with other media, not meeting or not maintained in accordance with the manufacturer's specifications; or (viii) where Client's service issue results from a problem

other than from the Licensed Programs. If Pitney Bowes performs any SMS or DBS as a result of any of the foregoing, the Client shall pay Pitney Bowes at Pitney Bowes' normal rates in effect at such time. Pitney Bowes is not responsible for maintaining software and/or hardware that communicates or operates with the Licensed Programs, and Client hereby agrees to indemnify and hold harmless Pitney Bowes in the event that any such communicating or operating software or hardware causes loss or damage to the Licensed Programs or related equipment. Client shall promptly notify Pitney Bowes of any unauthorized alteration of or addition to the Licensed Programs that occurred after Client accepted the Licensed Programs.

2.7 If Client upgrades to a new release, i.e., major enhancements and/or new functionality of the programs licensed by Pitney Bowes, the SMS provided hereunder may be transferred to the new release at the then current subscription fee for the new release less credit for fees previously paid hereunder.

SCHEDULE D

ANNUAL CYCLE VOLUME:

Effective dates of the Exhibit // *through* //

This Exhibit will cover _____ (number of systems) on the _____ (type) inserter systems with annual volume count of _____ million cycles (each or per).

All cycles exceeding this amount will be subject to an additional fee according to the rate schedule below:

Machine type:

Maximum number of annual cycles:

Overage rate:

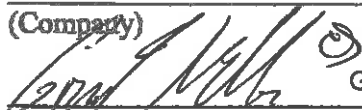
The number of annual cycles is determined by measuring complete cycles and not individual page counts.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Pitney Bowes Inc., through its Document Messaging Technologies Division

(Company)



Grant Miller, VP Product Line Management

(Authorized Signature) (Representative Name, Title)

203.792.1600, 5/5/15

(Phone Number) (Fax Number) (Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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., through its Document Messaging Technologies Division

Authorized Signature:  Date: 04/21/2015

State of Connecticut

County of Fairfield, to-wit

Taken, subscribed, and sworn to before me this 21 day of April, 2015.

My Commission expires DENISE A. HAYES, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC
My Commission Expires May 31, 2015 
NOTARY PUBLIC