



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

State of West Virginia
Master Agreement

Order Date: 2018-02-14

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 MAILMCHN18B	Procurement Folder: 424550
Document Name: Statewide Contract for Mailing Machines	Reason for Modification:
Document Description: Statewide Contract for Mailing Machines	
Procurement Type: Central Master Agreement	
Buyer Name: Stephanie L Gale	
Telephone: (304) 558-8801	
Email: stephanie.l.gale@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2018-02-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2019-02-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000101263 PITNEY BOWES INC PO BOX 371896 PITTSBURGH PA 152507896 US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Stephanie L Gale Requestor Phone: (304) 558-8801 Requestor Email: stephanie.l.gale@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
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March 2/27/18

PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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3/9/18

Extended Description:

The Vendor, Pitney Bowes Inc, agrees to enter with the West Virginia Office of Technology, into an open end contract to provide mailing machines per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 1/30/2018 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44102100			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Pitney Bowes SendPro P1000

Extended Description:

See attached Exhibit A Pricing Page for pricing information.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	44102100			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Pitney Bowes SendPro P2000

Extended Description:

See attached Exhibit A Pricing Page for pricing information.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	44102100			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Pitney Bowes SendPro P3000

Extended Description:

See attached Exhibit A Pricing Page for pricing information.

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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "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.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "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.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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 February 15, 2018 _____ and extends for a period of 1 (one) _____ 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to 3 (three) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$500,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. 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.

41. 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.

42. 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.

43. 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 heath, 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.

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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

Susan Lopinsky, WV Government Account Manager
(Name, Title)
Susan Lopinsky, WV Government Account Manager
(Printed Name and Title)
8245 Boone Blvd., Ste. 470, Vienna, VA 22182
(Address)
304-881-9298 / 203-617-6825
(Phone Number) / (Fax Number)
Susan.Lopinsky@pb.com
(email address)

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

Pitney Bowes, Inc.
(Company)

Susan Lopinsky, Susan Lopinsky, WV Government Account Manager
(Authorized Signature) / (Representative Name, Title)

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

01-26-18
(Date)

304-881-9298 / 203-617-6852
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Mailing Machine Systems

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The State of West Virginia to establish an open-end contract(s) for digital mailing machine systems. The contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

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” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“Business Hours”** means Monday through Friday, 8:00am to 5:00pm EST, with the exception of Federal Holidays.

 - 2.5 **“Remanufactured, refurbished, used or demo”** means old or used computer equipment that has been restored to like-new working condition and/or appearance or equipment that has been sent back to the factory to fix a flaw.

 - 2.6 **“Vendor”** means any entity submitting a bid in response to this solicitation, the entity that has been selected as the lowest responsible vendor, or the entity that has been awarded the Contract as context requires.

 - 2.7 **“Mandatory Requirements”** The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the bid.

REQUEST FOR QUOTATION
Mailing Machine Systems

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Pitney Bowes DM300 or equal digital mailing machine system.

3.1.1.1 Must process a minimum of 65 letters per minute.

3.1.1.2 Must process envelopes up to 9mm thickness.

3.1.1.3 Must be new. Remanufactured, refurbished, used or demo machines will not be acceptable.

3.1.1.4 Must be inclusive of all hardware, software, and licensing.

3.1.1.5 Must include semi-automatic feeder deck, scale that will weigh up to 10 pounds, meter rental, and stacker.

3.1.1.6 Must include initial and annual on-site training in the operation of the system and the procedures involved in preventative maintenance and troubleshooting. Initial training to be provided once the installation of equipment is completed. All associated travel costs must be included in the contract price. Vendor must provide manufacturer user manuals.

3.1.1.7 Must provide phone support during regular business hours. Vendor must dispatch a representative within 24 hours once phone support has been exhausted and/or if maintenance is required.

3.1.1.8 Lease pricing must include a warranty covering all service, parts, and labor. Purchase pricing must include a one year warranty covering all service, parts, and labor, and pricing for additional optional renewal years 2, 3, and 4.

3.1.2 Pitney Bowes SendPro P1000 or equal digital mailing machine system.

REQUEST FOR QUOTATION
Mailing Machine Systems

- 3.1.2.1 Must process a minimum of 130 same sized letters per minute with the ability to deal envelopes up to 5/8 inch thickness.
- 3.1.2.2 Must include automatic feeder deck, meter rental, scale that will weigh up to 10 pounds, and stacker.
- 3.1.2.3 Must be new. Remanufactured, refurbished, used or demo machines will not be acceptable.
- 3.1.2.4 Must provide the option of manually setting the date for pre-posting of mail.
- 3.1.2.5 Must be able to print labels for larger packages.
- 3.1.2.6 Must be inclusive of all hardware, software, and licensing.
- 3.1.2.7 Must include initial and annual on-site training in the operation of the system and the procedures involved in preventative maintenance and troubleshooting. Initial training to be provided once the installation of equipment is completed. All associated travel costs must be included in the contract price. Vendor must provide manufacturer user manuals.
- 3.1.2.8 Must provide phone support during regular business hours. Vendor must dispatch a representative within 24 hours once phone support has been exhausted and/or if maintenance is required.
- 3.1.2.9 Lease pricing must include a warranty covering all service, parts, and labor. Purchase pricing must include a one year warranty covering all service, parts, and labor, and pricing for additional optional renewal years 2, 3, and 4.
- 3.1.3 **Pitney Bowes SendPro P2000 or equal digital mailing machine system.**
 - 3.1.3.1 Must process a minimum of 75 mixed sized letters and a minimum of 135 same sized letters per minute with the ability to seal envelopes up to 5/8 inch thickness.

REQUEST FOR QUOTATION
Mailing Machine Systems

- 3.1.3.2 Must include automatic feeder deck, meter rental, scale that will weigh up to 10 pounds, and stacker.
 - 3.1.3.3 Must be new. Remanufactured, refurbished, used or demo machines will not be acceptable.
 - 3.1.3.4 Must provide the option of manually setting the date for pre-posting of mail.
 - 3.1.3.5 Must be able to print labels for larger packages.
 - 3.1.3.6 Must be inclusive of all hardware, software, and licensing.
 - 3.1.3.7 Must include initial and annual on-site training in the operation of the system and the procedures involved in preventative maintenance and troubleshooting. Initial training to be provided once the installation of equipment is completed. All associated travel costs must be included in the contract price. Vendor must provide manufacturer user manuals.
 - 3.1.3.8 Must provide phone support during regular business hours. Vendor must dispatch a representative within 24 hours once phone support has been exhausted and/or if maintenance is required.
 - 3.1.3.9 Lease pricing must include a warranty covering all service, parts, and labor. Purchase pricing must include a one year warranty covering all service, parts, and labor, and pricing for additional optional renewal years 2, 3, and 4. .
- 3.1.4 Pitney Bowes SendPro P3000 or equal digital mailing machine system.**
- 3.1.4.1 Must process a minimum of 120 mixed sized letters and a minimum of 210 same sized letters per minute.
 - 3.1.4.2 Must include automatic feeder deck, meter rental, scale that will weigh up to 10 pounds, and stacker.
 - 3.1.4.3 Must be new. Remanufactured, refurbished, used or demo machines will not be acceptable.

REQUEST FOR QUOTATION
Mailing Machine Systems

3.1.4.4 Must provide the option of manually setting the date for pre-posting of mail.

3.1.4.5 Must be able to print labels for larger packages.

3.1.4.6 Must be inclusive of all hardware, software, and licensing.

3.1.4.7 Must include initial and annual on-site training in the operation of the system and the procedures involved in preventative maintenance and troubleshooting. Initial training to be provided once the installation of equipment is completed. All associated travel costs must be included in the contract price. Vendor must provide manufacturer user manuals.

3.1.4.8 Must provide phone support during regular business hours. Vendor must dispatch a representative within 24 hours once phone support has been exhausted and/or if maintenance is required.

3.1.3.9 Lease pricing must include a warranty covering all service, parts, and labor. Purchase pricing must include a one year warranty covering all service, parts, and labor, and pricing for additional optional renewal years 2, 3, and 4.

3.1.5 Optional Items:

3.1.5.1 Postage Platform Scale for packages up to 30lb.

3.1.5.2 Minimum 12-inch Drop Stacker.

3.1.5.3 Minimum 10-inch Color Touch Screen

4. CONTRACT AWARD:

4.1 Contract Award: The Contract or Contracts is intended to provide Agencies with a purchase and lease price on all Contract Items. The Contract or Contracts shall be awarded per individual machine to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Total Bid Amount per machine (Sum of Subtotals A, B, C, D, and E) as shown on the Pricing Page for that machine.

REQUEST FOR QUOTATION
Mailing Machine Systems

- 4.2 Pricing Pages:** Vendors should complete the Exhibit A Pricing Page(s) in their entirety as failure to do so may result in Vendor's bids being disqualified.

For **Lease Cost**, Vendors should complete the Exhibit A Pricing Page by entering the Brand Name of each Item Bid, Model No. of Item Bid, entering the Cost Per Month for each leasing option (36, 48, 60), entering the Total Lease Cost for each leasing option (for example Total Lease Cost for 36 months would be the 36 Month Lease Cost Per Month x 36), if the Vendor is entering the cost electronically in the Excel document provided, the Total Lease Cost for each item will sum automatically. The Extended Lease Cost equals the Total Lease Cost multiplied by the Estimated Quantity (once again the Excel document will sum the Extended Cost automatically).

For **Purchase Cost plus Optional Warranty Renewals, Optional Items – Lease Price, Optional Items - Purchase Price with additional warranty, and Consumable**, Vendors should enter the Brand Name of each Item Bid, Model No. of Item Bid, entering the Unit Cost, and Extended Cost (Extended Cost equals Unit Cost multiplied by the Estimated Quantity).

The Exhibit A Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated 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.

For Vendors submitting bids in wvOASIS, Vendors should enter the total bid amount for the machines in the commodity lines of wvOASIS and upload the completed Exhibit A Pricing Pages (or print and scan a copy of) as an attachment. If submitting a paper bid, print the Exhibit A Pricing Pages and include with your bid.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION
Mailing Machine Systems

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within thirty (30) calendar days after orders are received. Vendor shall deliver emergency orders within fifteen (15) calendar day after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Mailing Machine Systems

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Mailing Machine Systems

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Susan Lopinsky
Telephone Number: 304-881-9298
Fax Number: 203-617-6852
Email Address: Susan.Lopinsky@pb.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES CERTIFICATE NUMBER: W5456774 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G27870089	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA R09059623	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			28189242	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C64416789 (AOS)	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Workers Compensation and Employers' Liability Per Statute			WLR C64416820 (AZ, CA, MA)	07/01/2017	07/01/2018	E.L. Each Accident \$2,000,000 E.L. Disease-Ea Emp. \$2,000,000 E.L. Disease Policy \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Statewide contract for mail machines.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia
 2019 Washington St East
 Charleston, WV 25305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alley

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.		NAMED INSURED Fitney Bowes Inc. Attn: Susan Ciliberti 3001 Summer Street Stamford, CT 06926	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702
 POLICY NUMBER: SCF C64416868 (WI) EFF DATE: 07/01/2017 EXP DATE: 07/01/2018

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

Exhibit A - Pricing Page
 Pitney Bowes SendPro P1000 or equal
 Lease Cost, Purchase Cost

*Estimated Quantities for evaluation purposes only

Lease Cost	Brand Name of Item Bid	Model No. of Item Bid	Cost Per Month	Total Lease Cost	Est. Qty.	Extended Cost
Contract Item 3.1.2 Pitney Bowes SendPro P1000 or equal (36 Month Lease)	SendPro P1000/10lb scale/meter/drop stacker - Includes service for full term	AZBA/1FWW/4W00	\$ 208.76	\$ 7,515.36		\$
Contract Item 3.1.2 Pitney Bowes SendPro P1000 or equal (48 Month Lease)	SendPro P1000/10lb scale/meter/drop stacker - Includes service for full term	AZBA/1FWW/4W00	\$ 188.50	\$ 9,051.84		\$
Contract Item 3.1.2 Pitney Bowes SendPro P1000 or equal (60 Month Lease)	SendPro P1000/10lb scale/meter/drop stacker - Includes service for full term	AZBA/1FWW/4W00	\$ 175.82	\$ 10,549.20		\$
				Subtotal (A) Lease Cost		\$ 37,665.60
Purchase Cost plus Optional Warranty Renewals	Brand Name of Item Bid	Model No. of Item Bid	Unit Cost	*Est. Qty.	Extended Cost	
Contract Item 3.1.2 Pitney Bowes SendPro P1000 or equal (Purchase Cost)	SendPro P1000/10lb scale and drop stacker	AZBA/1FWW	3590		\$	
Meter Rental (monthly cost per year)	SendPro P1000 Meter	4W00	55		\$	
Year 1 Warranty (service, parts, and labor)	SendPro P1000 Warranty	NA	0		\$	
Year 2 Optional Warranty (services, parts, and labor)	SendPro P1000 Warranty	NA	500.24		\$	
Year 3 Optional Warranty (services, parts, and labor)	SendPro P1000 Warranty	NA	500.24		\$	
Year 4 Optional Warranty (services, parts, and labor)	SendPro P1000 Warranty	NA	500.24		\$	
				Subtotal (B) Purchase Cost plus Optional Warranty Renewals		\$
Optional Items - Lease Price	Brand Name of Item Bid	Model No. of Item Bid	Annual Unit Cost	*Est. Qty.	Extended Cost	
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb (36 Month Lease)	30lb scale-per month price (can be added to the P1000) - Includes service for full term	1FW6/MP30	42.52		\$	
Contract Item 3.1.5.2 12-Inch Drop Stacker (36 Month Lease)	Drop Stacker	MW90007	0		\$	
Contract Item 3.1.5.3 Minimum 10-Inch Color Touch Screen (36 Month Lease)	N/A	MSD1	0		\$	
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb (48 Month Lease)	30lb scale-per month price (can be added to the P1000) - Includes service for full term	1FW6/MP30	37		\$	
Contract Item 3.1.5.2 12-Inch Drop Stacker (48 Month Lease)	Drop Stacker	MW90007	0		\$	
Contract Item 3.1.5.3 Minimum 10-Inch Color Touch Screen (48 Month Lease)	N/A	MSD1	0		\$	
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb (60 Month Lease)	30lb scale-per month price (can be added to the P1000) - Includes service for full term	1FW6/MP30	33.31		\$	
Contract Item 3.1.5.2 12-Inch Drop Stacker (60 Month Lease)	Drop Stacker	MW90007	0		\$	
Contract Item 3.1.5.3 Minimum 10-Inch Color Touch Screen (60 Month Lease)	N/A	MSD1	0		\$	
				Subtotal (C) Optional Items - Lease Price		\$
Optional Items - Purchase Price with additional warranty	Brand Name of Item Bid	Model No. of Item Bid	Unit Cost	*Est. Qty.	Extended Cost	
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb	30lb scale (can be added to the P1000)	1FW6/MP30	987		\$	
Year 1 Warranty (service, parts, and labor)	30lb scale (can be added to the P1000)	1FW6/MP30	0		\$	
Year 2 Optional Warranty (services, parts, and labor)	30lb scale (can be added to the P1000)	1FW6/MP30	141.4		\$	
Year 3 Optional Warranty (services, parts, and labor)	30lb scale (can be added to the P1000)	1FW6/MP30	141.4		\$	
Year 4 Optional Warranty (services, parts, and labor)	30lb scale (can be added to the P1000)	1FW6/MP30	141.4		\$	

Contract Item 3.1.5.2 12-inch Drop Stacker						
Year 1 Warranty (service, parts, and labor)	Drop Stacker	MW90007	0		\$	-
Year 2 Optional Warranty (services, parts, and labor)	Drop Stacker	MW90007	0		\$	-
Year 3 Optional Warranty (services, parts, and labor)	Drop Stacker	MW90007	0		\$	-
Year 4 Optional Warranty (services, parts, and labor)	Drop Stacker	MW90007	0		\$	-
Contract Item 3.1.5.3 Minimum 10-inch Color Touch Screen						
Year 1 Warranty (service, parts, and labor)	10' Touch screen	MSD1	0		\$	-
Year 2 Optional Warranty (services, parts, and labor)	10' Touch screen	MSD1	0		\$	-
Year 3 Optional Warranty (services, parts, and labor)	10' Touch screen	MSD1	0		\$	-
Year 4 Optional Warranty (services, parts, and labor)	10' Touch screen	MSD1	0		\$	-
		MSD1	0		\$	-
Subtotal (D) Optional Items - Purchase Price with additional warranty					\$	-
Total bid amount for Pitney Bowes SendPro P1000 Or Equal (if submitting bids electronically, enter this amount in Commodity Line 2)					\$	

Exhibit A - Pricing Page
Pitney Bowes SendPro P2000 or equal
Lease Cost, Purchase Cost

*Estimated Quantities for evaluation purposes only

Lease Cost	Brand Name of Item Bid	Model No. of Item Bid	Cost Per Month	Total Lease Cost	Est.	Extended Cost
Contract Item 3.1.3 Pitney Bowes SendPro P2000 or equal (36 Month Lease)	SendPro P2000/10lb scale/meter/drop stacker - Includes service for full term	AZBB/1FWW/APSE/4W00	\$ 314.38	\$ 11,317.68		\$
Contract Item 3.1.3 Pitney Bowes SendPro P2000 or equal (48 Month Lease)	SendPro P2000/10lb scale/meter/drop stacker - Includes service for full term	AZBB/1FWW/APSE/4W00	\$ 279.45	\$ 13,413.60		\$
Contract Item 3.1.3 Pitney Bowes SendPro P2000 or equal (60 Month Lease)	SendPro P2000/10lb scale/meter/drop stacker - Includes service for full term	AZBB/1FWW/APSE/4W00	\$ 257.37	\$ 15,442.20		\$
				Subtotal (A) Lease Cost		\$

Purchase Cost plus Optional Warranty Renewals	Brand Name of Item Bid	Model No. of Item Bid	Unit Cost	*Est. Qty.	Extended Cost
Contract Item 3.1.3 Pitney Bowes SendPro P2000 or equal (Purchase Cost)	SendPro P2000/10lb scale/drop stacker	AZBB/1FWW/APSE	6157.25		\$
Meter Rental (monthly cost per year)	SendPro P2000 Meter	4W00	55		\$
Year 1 Warranty (service, parts, and labor)	SendPro P2000 Warranty	NA	0		\$
Year 2 Optional Warranty (services, parts, and labor)	SendPro P2000 Warranty	NA	799.08		\$
Year 3 Optional Warranty (services, parts, and labor)	SendPro P2000 Warranty	NA	799.08		\$
Year 4 Optional Warranty (services, parts, and labor)	SendPro P2000 Warranty	NA	799.08		\$
				Subtotal (B) Purchase Cost plus Optional Warranty Renewals	\$

Optional Items - Lease Price	Brand Name of Item Bid	Model No. of Item Bid	Annual Unit Cost	*Est. Qty.	Extended Cost
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb (36 Month Lease)	30lb scale-per month price (can be added to the P2000) - Includes service for full term	1FW6/MP30	42.52		\$
Contract Item 3.1.5.2 12-inch Drop Stacker (36 Month Lease)	Drop Stacker	MW90007	0		\$
Contract Item 3.1.5.3 Minimum 10-inch Color Touch Screen (36 Month Lease)	N/A	MSD1	0		\$
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb (48 Month Lease)	30lb scale-per month price (can be added to the P2000) - Includes service for full term	1FW6/MP30	37		\$
Contract Item 3.1.5.2 12-inch Drop Stacker (48 Month Lease)	Drop Stacker	MW90007	0		\$
Contract Item 3.1.5.3 Minimum 10-inch Color Touch Screen (48 Month Lease)	N/A	MSD1	0		\$
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb (60 Month Lease)	30lb scale-per month price (can be added to the P2000) - Includes service for full term	1FW6/MP30	33.51		\$
Contract Item 3.1.5.2 12-inch Drop Stacker (60 Month Lease)	Drop Stacker	MW90007	0		\$
Contract Item 3.1.5.3 Minimum 10-inch Color Touch Screen (60 Month Lease)	N/A	MSD1	0		\$
				Subtotal (C) Optional Items - Lease Price	\$

Optional Items - Purchase Price with additional warranty	Brand Name of Item Bid	Model No. of Item Bid	Unit Cost	*Est. Qty.	Extended Cost
Contract Item 3.1.5.1 Postage Platform Scale for packages up to 30lb	30lb scale (can be added to the P2000)	1FW6/MP30	987		\$ 1,974.00
Year 1 Warranty (service, parts, and labor)	30lb scale (can be added to the P2000)	1FW6/MP30	0		\$ -
Year 2 Optional Warranty (services, parts, and labor)	30lb scale (can be added to the P2000)	1FW6/MP30	141.4		\$ -
Year 3 Optional Warranty (services, parts, and labor)	30lb scale (can be added to the P2000)	1FW6/MP30	141.4		\$ -
Year 4 Optional Warranty (services, parts, and labor)	30lb scale (can be added to the P2000)	1FW6/MP30	141.4		\$ -
Contract Item 3.1.5.2 12-inch Drop Stacker	Drop Stacker	MW90007	0		\$ -
Year 1 Warranty (service, parts, and labor)	Drop Stacker	MW90007	0		\$ -
Year 2 Optional Warranty (services, parts, and labor)	Drop Stacker	MW90007	0		\$ -
Year 3 Optional Warranty (services, parts, and labor)	Drop Stacker	MW90007	0		\$ -
Year 4 Optional Warranty (services, parts, and labor)	Drop Stacker	MW90007	0		\$ -
Contract Item 3.1.5.3 Minimum 10-inch Color Touch Screen	10' Touch screen	MSD1	0		\$ -
Year 1 Warranty (service, parts, and labor)	10' Touch screen	MSD1	0		\$ -
Year 2 Optional Warranty (services, parts, and labor)	10' Touch screen	MSD1	0		\$ -
Year 3 Optional Warranty (services, parts, and labor)	10' Touch screen	MSD1	0		\$ -
Year 4 Optional Warranty (services, parts, and labor)	10' Touch screen	MSD1	0		\$ -
Subtotal (D) Optional Items - Purchase Price with additional warranty					\$ -
Total bid amount: for Pitney Bowes SendPro P2000 Or Equal (if submitting bids electronically, enter this amount in Commodity Line 3)					\$ -

Year 4 Optional Warranty (services, parts, and labor)	10' Touch Screen	MSD1	0	2	\$	-
Subtotal (D) Optional Items - Purchase Price with additional warranty					\$	
Total bid amount for Pitney Bowes SendPro P3000 Or Equal (if submitting bids electronically, enter this amount in Commodity Line 4)					\$	