

PROFESSIONAL SERVICES CONTRACT

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This Contract ("this Contract"), entered into by and between Indiana Department of Administration on behalf of All State Agencies (the "State") and PITNEY BOWES INC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Contractor shall provide the following services relative to this Contract:

The Indiana Department of Administration on behalf of All State Entities here in referred to as ("State") is establishing a quantity purchase agreement (QPA) for **Mailing Equipment and Mailing Supplies**. The Contractor shall provide these services and commodities necessary to the State as set forth in **RFP 18-043**, the Contractor's response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

State's Exhibits:

- **Exhibit A** = State of Indiana Market Basket Pricing
- **Exhibit B** = Non-Market Basket Discount Pricing
- **Exhibit C** = Service Level Agreements
- **Exhibit D** = Performance Metrics
- **Exhibit E** = RFP-18-043 Documentation

Contractor's Exhibits:

- **Exhibit F** = Pitney Bowes Terms
- **Exhibit G** = Contractor's Section 508 Compliance associated VPATS
- **Exhibit H** = Software License, Subscription and Maintenance Agreements
- **Exhibit I** = State and Local Fair Market Value Lease Terms

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency
As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
2. K-12Indiana
The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
3. LibraryIndiana
The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.
4. Extension of Other Governmental Entities/OneIndiana
The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

5. Unless otherwise specified within this Contract, the term "Ordering Agency" shall refer to entities/procurement initiatives 1 -4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Restricted Items

The Contractor shall not supply any items that are restricted and/or part of existing State of Indiana QPA's or "state use" contracts unless authorized in writing by the State's Contract Manager. Restricted categories included but not limited to: furniture (not including mail related pieces), computer hardware and peripherals (not including mail related pieces), computer software (not including mail related software), telephone and telephone accessories, food and beverages, general industrial supplies, safety and security supplies, tools, chemical (janitorial) supplies, cleaning products and supplies, paper products (bath tissue, paper towels and facial tissue), office machine equipment, and office supplies.

C. Contract Implementation

The Contractor shall meet with the State and form an Implementation Plan timeline for the overall Contract Deployment. The Contractor shall customize the program to fit the State's needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation process.

1. Implementation Process

The Contractor shall complete the Implementation project in the following phases, and the Contractor shall provide a draft and final copy of the Project Management Plan to the State Account Manager:

a) Initiation

The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.

b) Planning

The Contractor shall establish business and punch-out requirements (if applicable) and schedule of the project (including a list of deliverables and delivery dates). The Planning Phase shall involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

c) Execution and Control

The Contractor's implementation team shall carry out the project and perform project activities. The Contractor shall include Internal Quality Assurance (QA) testing on the ordering process. Once the internal QA requirement for functionality and operability have been satisfied, the Contractor shall offer the project to the State for testing. This process shall continue until the State is satisfied that the application meets the Contractor's contractual obligations, as well as the specifications defined in the Project Management Plan.

d) Closing

The implementation team shall remain in place 30 days after the roll out date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project

objectives have been met and the State has accepted the final implementation of the Contract.

2. Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation effort. The Contractor's team shall be led by an appointed Implementation Manager who shall be responsible for the overall management of the implementation process.

3. Implementation – Communication Tools

a) Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State's solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

b) Implementation Team Meetings

The Contractor shall schedule with the State weekly implementation team meetings. The Contractor shall prepare Meeting Agendas, shall facilitate the Team meetings, and shall provide Meeting Minutes after conclusion of the Team Meeting by the next business day.

c) Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project's implementation.

4. Training

a) Implementation Training

At no additional cost to the State, the Contractor shall work with the State and Ordering Agencies to provide users an opportunity through a Kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and product shows around the State as well as additional vendor seminars and training at the direction of the State. As part of the Contractor's duty to provide training at the direction of the State, the Contractor may be required to host training sessions via internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

b) Post-Implementation Training

The Contractor shall continue to provide user training as needed after implementation pursuant to the training requirements of this Contract.

c) User Guides

The Contractor shall provide Roll-out Packets or User Guides to Ordering Agencies on how to best use the Contract. User Guides and training may be provided on-line. The Contractor shall provide the User Guide documentation to the State Contract Manager for approval prior to release.

D. Account Management and Customer Service

1. Account Management Structure

The Contractor's Dedicated Account Management Team shall include a Dedicated Account Manager, National Account Manager, and Customer Service Manager. This team shall remain in place throughout the full contract term. The Contractor shall notify the State of any staffing changes from proposed staffing

as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel to the Dedicated Account Manager position. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

- a) Dedicated Account Manager – The Account Manager shall serve as the Central Point of Contact between the State and Contractor. The Account Manager shall, when required, ensure Contractor’s authorized negotiator is available at mutually agreeable times. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquiries such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manager level. The Dedicated Account Manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, standard offering item availability, and product information. The Account Manager shall also actively market the products and services of this Contract to Local Governmental Entities and schools under the K-12 Indiana program. The Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model.
 - b) National Account Manager – The National Account Manager shall be responsible for assisting with the account management and maintenance and work to ensure contract compliance.
 - c) Customer Service Team – The Customer Service Team shall be responsible for fulfilling service requests and ensuring service level compliance.
2. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Usage Reports, local government usage, additional reporting fields, etc. over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State’s request. The Contractor shall work with the State Contract Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.
 3. Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See **Exhibit C and D** for Service Levels and Performance Metrics.
 4. Marketing and Promotions

The Contractor shall provide an on-going marketing campaign to market this Contract to all current Ordering Agencies, as well as potential users that fall under the categories listed in **Section 1(A) of this Contract**. The Contractor shall develop and present a Marketing Plan to the State of Indiana, and upon approval, the Contractor shall execute the Marketing Plan at no cost. The Contractor shall prepare marketing programs and materials. Such marketing tools shall include, but not limited to:

- Mailers
- Envelope inserts
- Poster ads
- Take-away cards
- Media releases
- Email blasts
- Product Fairs

The Contractor shall supply sample marketing requests and proofs for approval to the State Contract Manager prior to printing or distribution. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

5. Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process. The Contractor shall provide a copy of the Contractor's most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Account Manager and an electronic copy provided to the State. The State Contract Manager has the authority to contact the Contractor's Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. A member of the Contractor's Account Team shall arrive onsite at the Indiana Government Center in Indianapolis within 2 business days, if necessary.

6. Disaster Recovery Plan

The Contractor shall provide a copy of an overview of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. In the event that the Contractor materially amends the summary of the disaster recovery plan, notification shall be sent to the State Account Manager and an electronic copy provided to the State.

7. Customer Service Hours

The Contractor shall provide customer services for all Ordering Agencies locations Monday through Friday from 7:00AM to 5:00PM EST. This on-going support shall be provided via a toll free telephone number, on-line tools, email, and fax. The Contractor's Dedicated Account Manager shall be accessible by phone for emergencies such as, but not limited to, disaster relief to provide assistance with customer service or orders that need to be placed.

8. Customer Service Response Time

The Contractor shall respond to all customer service issues Monday through Friday 8AM to 5PM local time, excluding holidays within 48 hours of submission.

E. Quality Assurance

The Contractor shall provide new/unused products, unless otherwise agreed to by the State Account Manager. The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the entire period of the manufacturer warranty. The Contractor shall repair/replace any defective or failed item within the warranty period specified at no expense to the Ordering Agency (including labor, freight both ways, and materials) for products that are returned in accordance with the **Returns** Section of this Contract. The terms of this contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the contractor, manufacturer or other sources.

All equipment offered must meet the current or posted approval of the United States Postal Service.

1. Warranty

Ordering agencies are eligible to receive manufacturers' 90 day warranties and the Contractor shall honor all manufacturers' warranties and guarantees on entire catalog of products offered as part of this contract. If the manufacturer offers an on-site warranty, those warranty services shall be passed on to the ordering agencies. If a product warranty extends beyond the term of the contract, the Contractor shall agree to provide warranty services throughout the life of the warranty.

- a) Contractor warrants that the equipment will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety (90) days from the date the Equipment or other item is installed at your location.
- b) Contractor warrants that the Services will be performed in a professional and workmanlike manner.
- c) In the case of defective Service, Contractor will re-perform the Service.
- d) The warranty does not cover Consumable Supplies.
- e) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance as defined in Exhibit E.
- f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the Contractor Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.

Except as expressly stated in this agreement, the Contractor (on behalf of our self and our suppliers) makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose with respect to the equipment or services.

Contractor makes no representation or warranty as to any Third Party Equipment. Contractor agrees to pass through to Ordering Agency all Third Party Equipment warranties to the extent permitted.

2. Product Acceptance

Following the delivery and installation of the equipment and the Contractor's certification that the equipment has been successfully installed and is ready for use, the Ordering Agency shall immediately inspect in order to provide acceptance or rejection of such equipment. Acceptance shall be defined as the successful completion of equipment installation, equipment running in proper working order and training of Ordering Agency employees. The Ordering Agency shall have 60 days, known as the "Acceptance Period", following the Contractor's certification of the equipment being ready for use to accept the equipment.

If, during the Acceptance Period, the equipment fails to conform to the requirements of this contract including, but not limited to, the specifications of the original solicitation package and the representations contained in the offer of the Contractor, the equipment may be rejected.

3. Product Changes

The Contractor shall notify, in writing, the State a minimum of 60 days prior to any Market and Non-Market Basket Product offering change, but not limited to, product discontinuation, along with the recommended alternative for State approval.

4. Product Recall Procedures

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Manager and each Ordering Agency through the most expedient method possible. The notices, at a minimum, shall include model/item number, complete product description, delivery order number and disposition instructions.

The Contractor shall work directly with the State to identify a substitute product as well as to help manage and facilitate any product recall communications to notify the Ordering Agency end users. The Contractor shall work with the Ordering Agency to coordinate the return of recalled products to the manufacturer at no expense to the Ordering Agency.

5. Maintenance

Monthly maintenance service agreement charge shall include all preventative maintenance, emergency calls, all software/system upgrades needed, hardware updates, parts, and labor. All postage meter resets shall be free of charge. The Contractor agrees that all service provided hereunder shall be performed by manufacturer-trained, certified, and authorized technicians. The Contractor further agrees to act as a sole point of contact for service. The Contractor shall provide help desk services for reporting equipment issues and for troubleshooting problems. The Contractor's help desk services shall be accessible via online/web electronic inquires, e-mail and/or toll-free telephone lines.

All service calls shall have a response time (on average) of no more than six (6) hours from time of service request Monday through Friday, 8AM to 5PM, local time, with the exception of major state holidays. In the event Contractor cannot repair machine to fully operational, an alternate solution to assist the State shall be provided by the Contractor.

During the 90 day warranty period, the Contractor shall adjust, repair, or replace all equipment that is defective or not performing in conformance with the specifications. A "defect" does not include the failure of rates within a rate update to conform to published rates. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units and their installation and any transportation and delivery fees, shall be at the Contractor's expense. Any defective equipment shall be repaired or replaced for purchaser so that it conforms to the specifications.

6. Equipment Uptime

The Contractor shall guarantee an equipment uptime of 95% during operational business hours between 7:00AM – 5:00PM EST, including weekends. For emergency circumstances that occur due to downtime of a machine, the Contractor shall provide used loaner machine(s) to get the Ordering Agency operational. Downtime refers to a period of time that the equipment fails to perform its primary function.

F. Ordering

1. Ways to Place an Order

The Contractor shall be able to receive orders by any of the following methods: electronically via State's punch-out, K-12/Library/OneIndiana BPS catalog, phone or fax.

2. Order Confirmation

An e-mail order confirmation shall be sent to the Ordering Entities buyer within one (1) business day of Contractors receipt of purchase order. This order confirmation shall include the following information; but not limited to, Purchase Order Number, Order Date, Ship To Address, list of ordered items, and expected

delivery date. In lieu of an email address, this confirmation shall be faxed. If the confirmation does not match the requested items, the Ordering Entity shall contact Customer Service.

3. Electronic Catalog

The contract items listed in the Mailing Equipment and Supplies Catalog shall be available for viewing through electronic catalog.

VIEW ELECTRONIC CATALOG	
Website:	https://www.pitneybowes.com/us/state-and-local-government-solutions/states.html

4. Training

The Contractor shall provide equipment training on all mail equipment ordered at the time of installation or as mutually agreed upon by the Contractor and Ordering Agency, and as needed throughout the life of the lease by calling our service line at 800-522-0020. In addition, all applicable equipment are to be onsite during time of equipment delivery and informational manuals will be available on the Contractor's website for download to reference after on-site training.

G. eProcurement

1. State Agency Punch-Out

The Contractor agrees to provide an online catalog (punch-out) through the State's PeopleSoft system that shall be used for pricing and ordering purposes for Supplies. The Contractor shall meet all eProcurement specifications with regards to the punch-out as specified in the RFP documents (see **Exhibit E**).

a) System Maintenance and Uptime

The Contractor shall maintain a reasonable system uptime of ninety-nine (99%) percent during the operational hours of Monday through Friday, 7AM – 5PM EST. The Contractor shall immediately notify the State Account Manager of any system issues. Any content errors discovered on the Contractor's punch-out shall be corrected by the next business day of notification to the Contractor of the error.

b) Third Party Management

The State reserves the right to use a third party for the management of the contract catalog (full line of market and non-market basket items). Upon notice by the State, Contractor agrees to provide catalog data in the cXML format specified by third party hosting vendor to an SFTP site. Any price or product information changes shall require an updated file be submitted to the SFTP site for approval in advance of any anticipated changes and shall be subject to State review and approval.

c) K-12 / Library / OneIndiana / Other local governmental entities

The Contractor shall work with the State and K-12/Library/OneIndiana purchasing portal to provide the ability of either a punch-out or hosted catalog to K-12 and other local Governmental Entities purchasing off of this Contract.

- K-12Indiana Portal: www.K12Indiana.com
- LibraryIndiana Portal: www.LibraryIndiana.com
- OneIndiana Portal: www.oneindiana.net

H. Shipping / Delivery

The Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana and meet specified delivery requirements as well as delivery to all other

Ordering Agency locations. The Contractor shall follow delivery policies of the shipping location; delivery policies are dependent upon delivery location. The Contractor shall inquire of the delivery policies at a minimum of two (2) business days in advance of delivery.

1. Delivery Timeframes
Except for special orders, the Contractor shall use commercially reasonable best efforts to ensure that orders placed shall be dock delivered or otherwise specified and mutually agreed upon within 30 days of Purchase Order receipt. The Contractor shall use commercially reasonable efforts to maintain an on-time delivery percentage of 98%.
2. Shipping Charges and Risk of Loss
The Contractor agrees that prices include all shipping and handling fees required to provide delivery and installation to all State and Ordering Agency locations unless specifically approved in writing by the State of Indiana Account Manager. The Contractor shall remain responsible for goods until the Ordering Agency takes possession, F.O.B. Destination.
3. Proof of Delivery
The Contractor shall provide proof of delivery for an order to the Ordering Agency at time of delivery. Delivery details shall include, but not limited to, offloading equipment, inside delivery to usage area (or designated area State requests), and removal of debris.
4. Material at Delivery
The Contractor shall provide a minimum of the appropriate operating manual, CD-ROM and e-manual depending on the machine with each mailing equipment purchase/lease on day of delivery.
5. Product Substitutions
Product substitution is not allowable unless pre-approved; in writing, by the State or Ordering Agency and only then may the item be shipped. The substituted item shall be of equal functionality and quality and shall not exceed the contract price of the back ordered or unavailable item. Contractor shall submit a quarterly report of all items that have been substituted.
6. Equipment Relocation
The Contractor shall be willing to provide all necessary support for any relocation, redeployment, and re-installation of any leased or purchased equipment acquired by a using agency. This must occur Monday through Friday, 8:00 AM through 5:00 PM. The Contractor shall prep the equipment for relocation at the current location, and reinstall at the new location at no additional cost. This could include interagency moves or agency to agency.

I. Billing/Payment

1. Invoice
The Contractor's invoicing period for equipment shall begin once the equipment is considered operational for use. The Contractor shall invoice the Ordering Agency only after completion of the work described in the purchase order/Contract, and as required below prior to any payment. The Contractor shall submit an invoice to the Ordering Agency's Bill To Address. The invoice shall identify, at a minimum, the serial number, model number, lease timeframe, and part/supply number.
2. Billing
The Contractor understands and agrees that the invoice shall;

- be paid at the total price of the Purchase Order (PO) for all services performed and all equipment or supplies delivered under the QPA, except as expressly stated elsewhere in this contract
- include pricing at the lease or sell contracted price
- Include only charges for products that have been shipped, and fulfillment/installation is complete
- Not include sales, use, property or similar tax when valid tax exemption certificates are provided by the Ordering Agency to Contractor.

3. Payments

It shall be the responsibility of the "Bill To" agency to make payment. Any questions concerning payment should be addressed to the "Bill To" agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned Account Manager to determine the issue and path of resolution.

The Contractor agrees that the timeframe for payment (and any discounts) begins when the "Bill To" agency is in receipt of a correct invoice that meets the minimum requirements stated above and products have been delivered and installed in satisfactory condition.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by other governmental entities, including K-12 entities or libraries.

J. Returns

For all products the Contractor shall accept returns from Ordering Agency within thirty (30) business days of receipt of product. Equipment shall be picked up by the Contractor within 15 business days of notice. For all returns, Contractor shall provide full credit or full refund to Ordering Agency, whichever an agency requests, within thirty (30) business days of notice for pick up. In cases where the return may be small mailing equipment, the Contractor shall provide box(s) and label(s) for return at no cost to the Ordering Agency.

Product returns shall be processed by contacting the Government Account Analysts online at the below listed emails.

Customer Service Contact Information	
Phone:	317-340-9415
Online:	Rebecca.shaw@pb.com

1. Damaged Freight, Error in Shipment, Defective Items

The Ordering Agency receiver and Contractor Delivery Personnel shall inspect for potential shipping damage at the time of installation. If the equipment was damaged during delivery, the Ordering Agency has the right to refuse delivery. The Contractor shall pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment. Ordering Agencies shall be credited the full amount of all items returned. All credits shall be made to the account codes used to purchase the returned items. If the order had multiple account codes, the Ordering Agency shall instruct the Contractor to which code or codes the credit shall be assigned. The Contractor shall issue credit within thirty (30) days once item has been returned.

2. Restocking Fee

Contractor shall not impose a return or restocking fee on Ordering Agencies for items that have been returned in accordance with the Returns section.

K. Reporting/Metrics

The Contractor shall provide the State and Ordering Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State or Ordering Agency within 15 business days of the request unless the parties mutually agree to a longer response period. Ad-hoc and customized reporting shall be provided within 15 business days unless the parties mutually agree to a longer response period.

1. Savings Model

The Contractor shall work with the State Contract Manager to develop a mutually agreed upon Savings Model, within ninety (90) days of final State signature, which reflects the actual savings over the life of this Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

2. Usage Reports

The Contractor shall provide the following quarterly in Microsoft Excel file format. Separate reports must be compiled for equipment purchased/leased by (a) State agencies and (b) Other Governmental Bodies. Reports will be provided by the 15th day following the quarter end. Report fields and formats will be finalized with the State after contract award.

a. Leased and Purchase Equipment Activity/Service Reports. The Contractor shall provide quarterly report that contains detailed information for each machine that is leased or purchased. These reports must include all transactions that took place in the preceding quarter, including all newly-leased and purchased machines and maintenance on any existing machines. The reports will include, at a minimum, the following information:

1. Purchasing State Agency/Entity
2. Machine Location (Address)
3. PO Number
4. Model Name/Description
5. Manufacturer Serial Number
6. Lease Term Length (Months)
7. Order Date
8. Install Date
9. Lease Start Date
10. Lease End Date
11. Monthly Lease Payment (leased equipment)
12. Total Purchase Price (purchased equipment)
13. Quarterly Equipment Uptime Percentage (as defined in **Section 1.E.6**)
14. Quarterly Average Response Time
15. Number of service response calls per quarter

The report will also calculate:

- Average machine uptime percentage over the entire fleet for the quarter
- Average days from order booking to equipment installation for each machine in the quarter for standard orders
- Average response time hours over the entire fleet for the quarter

b. Reports for other Governmental Bodies:

1. Purchasing State Agency/Entity
2. Machine Location (Address)
3. Model
4. Manufacturer Serial Number
5. Equipment Price
6. Order Date

7. Purchase/Lease
8. Lease Term Length
9. Lease Start Date
10. Install Date
11. Monthly Lease Payment (leased equipment)
12. Total Purchase Price (purchased equipment)

3. MWBE Subcontractor Compliance

The Contractor shall enter, on a monthly basis, payments into the Minority and Women's Business Division online audit tool, to each Minority and Women's Business subcontractor committed to in this Contract.

4. Indiana Economic Impact (IEI)

The Contractor shall track and report on a quarterly basis actual full time equivalent (FTE) employees that are Indiana residents specifically working on this Contract. The Contractor shall be held to the commitment specified at time of award, as detailed on the Indiana Economic Impact form in the Bid documents (see **Exhibit E**). FTE's that shall be included in this report are employees working on this Contract ONLY. Employees working on this Contract, but not full time, shall be counted as a fraction or percent of one (1) employee. The Contractor shall work with the State to develop and provide the method of tracking IEI and detailed job descriptions within 90 days of final State signature.

L. Miscellaneous Commitments

1. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall be required to comply with the terms of this Contract to the extent applicable. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.

2. Purchasing Card

The Contractor shall accept the State's Purchasing Card (P-Card) as an optional form of payment, excluding postage, if advised by the State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

3. Lease Transfers

In the event that an Agency no longer requires the use of a machine due to office closure, office restructuring, or lack of funding, the Contractor will work with the Agency in good faith to locate another Agency willing to take over the remainder of the lease and coordinate the transfer of the lease.

2. Consideration.

Total remuneration under this Contract shall not exceed \$1,145,964.00.

A. Market Basket Pricing

The Contractor shall provide products identified by the State as core items required by Ordering Agencies to support normal business operations on a regular basis, as referenced in **Exhibit A**.

B. Non-Market Basket Pricing

The Contractor shall provide products that are available in the Contractor's current full-line catalog and identified Non-market basket percent off list price, as referenced in **Exhibit B**, shall remain the same **or better** for the life of the Contract including option years and extensions.

C. Price Hold

All item prices shall remain set and unchanged for the initial twelve (12) months after the Contract effective date. The net effect of any price changes cannot increase the total cost to the State. After the initial 12 month period, price increases shall be approved by the State of Indiana on an annual basis with valid documentation from manufacturer on list price increase. Price increases per item shall continue to reflect the Contractor's original discount percentage or better. Price change will go into effect 30 days after approval documentation has been sent to Contractor from the State of Indiana. The State reserves the right to adjust the Market Basket items and Non-Market Basket percent off list price during the initial twelve (12) months, upon mutual agreement of both parties.

The approval document for price changes shall be issued through an amendment to this Contract by the State and include a new item listing, or **Exhibit A and B**, which will replace all prior versions of the item listing.

D. Pricing Errors and Overcharges

For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the State in full for all overcharges. Additionally, the Contractor shall pay to the State 10% of total purchase price of the accurately-priced line items on an invoice, which shall not exceed \$50,000 per occurrence, which had been invoiced at incorrect pricing for that line item on the invoice, at the discretion of the State, if Contractor fails to correct pricing discrepancies within 14 days of notification. The State shall pay Market Basket Price less 10% if any Market Basket items are removed without notification or coordination forcing Non-Market Basket Substitutes to be purchased. Any pricing errors shall be corrected by the next business day of notification to the Contractor of the error. The Contractor shall provide a credit to the Ordering Agency for pricing errors or penalty fees. In the event that multiple agencies are involved, credit distribution shall be determined at the discretion of IDOA.

3. Term.

This Contract shall be effective for a period of two (2) years. It shall commence on August 1, 2019 and shall remain in effect through July 31, 2021. There may be two (2) one-year renewals at the State's option.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available upon not less than fourteen (14) business day's prior written notice, at their respective offices during normal business hours once per calendar year during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested. The State and Contractor shall each be responsible for paying their respective auditor's fees and related audit costs. The provisions of this Section 4 shall also govern any audit conducted pursuant to Section 7 below.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims.

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State. Audit records shall be maintained in compliance with Section 4. Access to Records.

8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the

State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I, Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. The State, or Ordering Agency, shall be solely responsible for the content of all data submitted to the Contractor in connection with the Contractors provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

11. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, in accordance with the SLA's and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory and left uncorrected, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation however the State shall notify Contractor of the work found unsatisfactory and allow Contractor thirty (30) days to correct such work through a documented corrective action plan. If corrected the State shall pay pursuant to the terms of this Agreement.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State except as required and approved in advance in writing by the State to perform the services under this Contract.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, including failure to make payments to the Contractor when due, the Contractor may cancel and terminate this Contract and institute measures to collect monies due for full term of the lease.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed

consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option.

Removed by mutual agreement of both parties.

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations, other than lease obligations, if and only if, Contractor is still unable to perform maintenance and service on leased equipment, under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it shall comply with respect to any task or other activity it performs or the State as required by the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification.

In addition to the Intellectual Property Indemnification provided in Section A: On-Premise Software License Agreement, subsection 5 of Exhibit H and Section B: On Demand Software License Agreement, subsection 12, the Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor. We will not be responsible for, and will not indemnify, defend or hold you harmless from any claims or

suits (including reasonable attorneys fees) against you by a third party based on a breach by you of your obligations hereunder.

25. Independent Contractor; Workers' Compensation Insurance.

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
_____ N/A _____				

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

_____ N/A _____

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements.

If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>.

The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions, N/A.
4. Fiduciary liability, N/A.
5. Valuable Papers coverage, N/A.
6. Surety or Fidelity Bond(s), N/A.
7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements required hereunder to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, Contractor shall notify the State immediately.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are N/A.

30. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification.

This Contract constitutes the entire agreement between the parties for items acquired hereunder during the Term. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	Company Name	Phone	Email of Contact Person	Percent
WBE	Pinnacle Mailing Products	765-405-1194	kimlaffoon@pinnaclemailing.com	8.0%

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

Certified Pitney Bowes Dealer and provides support for PB SMB products in sales/service for mailing/sending postage meter systems, packaging services, tracking software, tabbing equipment, folding/inserter machines and shipping software.

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Jacob Pardue
Indiana Department of Administration
402 W. Washington St. Room W468
Indianapolis, IN 46204
E-mail: JPardue1@idoa.in.gov

B. Notices to the Contractor shall be sent to:

Arthur E. Adams, Jr.
Director, Government Contract Compliance
Pitney Bowes Inc.
3001 Summer Street
Stamford, CT 06926
E-mail: art.adams@pb.com

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) Exhibits prepared by the State, (3) ASA-18-043, (4) Contractor's response to ASA-18-043, and (5) Exhibits prepared by the Contractor. All exhibits, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

The Contractor understands that the goods and services provided under this contract do not require either party to engage in any development to create any works, outside of documents and data reports required for each QBR that do not derive from pre-existing works. The Contractor shall retain ownership of any pre-existing intellectual property rights relating to its products and to any intellectual property that is derivative from the Contractor's pre-existing rights. If development work is requested by the State of Indiana a separate development agreement shall be negotiated and executed by the parties.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance from the date of receipt of the notice.

38. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports.

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience.

This Contract, but not the leases, maintenance, software license and subscription agreements entered into during the term of this Contract which will remain in full force and effect throughout the stated term of such lease, maintenance, software license and subscription agreements, subject to the termination provisions stipulated with such lease, maintenance, software license and subscription agreements, may be terminated for convenience, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated. The Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular -- Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. Limitation of Liability.

The Contractor's limitation of liability in this clause applies to each and every purchase order by a purchasing agency. Contractor's total aggregate liability, whether in contract, tort or otherwise, for any claims, liabilities or expenses relating to each purchase order or orders made by an ordering agency under this Contract, shall not exceed three (3) times the total amounts paid under the purchase order or orders that gave rise to the claim.

51. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

4. Access to Records, 7. Audits, 10. Compliance with Laws, 11. Condition of Payment, 12. Confidentiality of State Information, 15. Default by State, 19. Employment Option, 20. Force Majeure, 23. HIPAA Compliance, 28. Insurance, 29. Key Person, 31. Merger & Modification, 35. Order of Precedence, 36. Ownership of Documents and Materials, 37. Payments, 45. Termination for Convenience, 46. Termination for Default, 50. Limitation of Liability (added).

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

PITNEY BOWES INC.

Indiana Department of Administration

By: Rebecca Shaw

By: *Megan Lawson*

Title: Government Account Manager

Title: Director of Vendor Management

Date: 8/2/2019

Date: 8/2/2019

<p>Electronically Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Exhibit A – Market Basket Pricing

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

Digital Meter Groups – Minimum Specifications

Group A	
<u>Digital Meter</u>	
Manufacturer	Pitney Bowes Inc.
Model	C200
Letters Per Minute (LPM)	40
<u>Digital Scale</u>	
Manufacturer	Pitney Bowes
Model	ZHWL

Group B	
<u>Digital Meter</u>	
Manufacturer	Pitney Bowes Inc.
Model	C300
Letters Per Minute (LPM)	50
<u>Digital Scale</u>	
Manufacturer	Pitney Bowes
Model	MP82

Digital Meter Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Minimum Speed of 30 Letters Per Minutes (LPM)	Yes	40 LPM
Must be a new, digital unit	Yes	
Must have display that provides date, piece count, postage used, and postage unused	Yes	
Must be refillable via network connectivity which may be placed on a master account	Yes	
Must imprint postage from \$0.01 to \$99.99	Yes	

Digital Meter Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Minimum Speed of 45 Letters Per Minutes (LPM)	Yes	50 LPM
Must be a new, digital unit	Yes	
Must have display that provides date, piece count, postage used, and postage unused	Yes	
Must be refillable via network connectivity which may be placed on a master account	Yes	
Must imprint postage from \$0.01 to \$99.99	Yes	

List all other significant meter specifications:
<p>Interest bearing postage account capability Permit accounts can be tied and paid through customer's postage account, called reserve account Pitney Bowes offers a system called Data Capture which can provide postage spend and trend data Online Demo center for seeing live demos of products from the comfort of your office Informative Client webinars on Industry knowledge 100% Satisfaction Guarantee on our equipment and services Total Postage Management (view refill activity and monitor postage online) Online portal gives Agencies access for view bills, account management of equipment, and the ability to place service calls online Master Reserve Accounts allow Individual Agencies to tie all the field locations to a single postage account for ease of payment and refill activity A+ Factory Trained Certified Service Techs Pitney Bowes Global Financial Services – Exclusive In-House leasing. We as a company hold the financing for all transactions. Flexible terms and Postal Payment solutions and Postage Advances options for emergency situations.</p>

List all other significant meter specifications:
<p>Interest bearing postage account capability Permit accounts can be tied and paid through customer's postage account, called reserve account Pitney Bowes offers a system called Data Capture which can provide postage spend and trend data Online Demo center for seeing live demos of products from the comfort of your office Informative Client webinars on Industry knowledge 100% Satisfaction Guarantee on our equipment and services Total Postage Management (view refill activity and monitor postage online) Online portal gives Agencies access for view bills, account management of equipment, and the ability to place service calls online Master Reserve Accounts allow Individual Agencies to tie all the field locations to a single postage account for ease of payment and refill activity A+ Factory Trained Certified Service Techs Pitney Bowes Global Financial Services – Exclusive In-House leasing. We as a company hold the financing for all transactions. Flexible terms and Postal Payment solutions and Postage Advances options for emergency situations.</p>

Digital Scale Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a minimum 2-lb scale capable of weighing to a 32 nd of an oz. displaying in increments of 0.5 oz.	Yes	5lb scale
Must interface to postal meter	Yes	
Must have a variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, etc.	Yes	
Must electronically set postage meter by the touch of a button	Yes	
Must include postage rate changes at no additional charge throughout the lease or maintenance contract	Yes	

Digital Scale Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a minimum 5-lb scale capable of weighing to a 32 nd of an oz. displaying in increments of 0.5 oz.	Yes	
Must interface to postal meter	Yes	
Must have a variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, etc.	Yes	
Must electronically set postage meter by the touch of a button	Yes	
Must include postage rate changes at no additional charge throughout the lease or maintenance contract	Yes	

Group C

Digital Meter

Manufacturer	Pitney Bowes Inc.
Model	C425
Letters Per Minute (LPM)	65

Digital Scale

Manufacturer	Pitney Bowes
Model	MP82

Digital Meter Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Minimum Speed of 65 Letters Per Minutes (LPM)	Yes	
Must be a new, digital unit	Yes	
Digital postage meter must have display that provides date, piece count, postage used, and postage unused	Yes	
Must be refillable via network connectivity which may be placed on a master account	Yes	
Must imprint postage from \$0.01 to \$99.99	Yes	

List all other significant meter specifications:

Interest bearing postage account capability
 Permit accounts can be tied and paid through customer's postage account, called reserve account
 Pitney Bowes offers a system called Data Capture which can provide postage spend and trend data
 Online Demo center for seeing live demos of products from the comfort of your office
 Informative Client webinars on Industry knowledge
 100% Satisfaction Guarantee on our equipment and services
 Total Postage Management (view refill activity and monitor postage online)
 Online portal gives Agencies access for view bills, account management of equipment, and the ability to place service calls online
 Master Reserve Accounts allow Individual Agencies to tie all the field locations to a single postage account for ease of payment and refill activity

Group D

Digital Meter

Manufacturer	Pitney Bowes Inc.
Model	DM400C
Letters Per Minute (LPM)	95

Digital Scale

Manufacturer	Pitney Bowes
Model	1GW9

Digital Meter Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Minimum Speed of 95 Letters Per Minutes (LPM)	Yes	
Must be a new, digital unit	Yes	
Digital postage meter must have display that provides date, piece count, postage used, and postage unused	Yes	
Must be refillable via network connectivity which may be placed on a master account	Yes	
Must imprint postage from \$0.01 to \$99.99	Yes	

List all other significant meter specifications:

Interest bearing postage account capability
 Permit accounts can be tied and paid through customer's postage account, called reserve account
 Pitney Bowes offers a system called Data Capture which can provide postage spend and trend data
 Online Demo center for seeing live demos of products from the comfort of your office
 Informative Client webinars on Industry knowledge
 100% Satisfaction Guarantee on our equipment and services
 Total Postage Management (view refill activity and monitor postage online)
 Online portal gives Agencies access for view bills, account management of equipment, and the ability to place service calls online
 Master Reserve Accounts allow Individual Agencies to tie all the field locations to a single postage account for ease of payment and refill activity
 A+ Factory Trained Certified Service Techs

A+ Factory Trained Certified Service Techs
 Pitney Bowes Global Financial Services – Exclusive In-House leasing. We as a company hold the financing for all transactions. Flexible terms and Postal Payment solutions and Postage Advances options for emergency situations.

Pitney Bowes Global Financial Services – Exclusive In-House leasing. We as a company hold the financing for all transactions. Flexible terms and Postal Payment solutions and Postage Advances options for emergency situations.

Digital Scale Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a minimum 5-lb scale capable of weighing to a 32nd of an oz. displaying in increments of 0.5 oz.	Yes	
Must interface to postal meter	Yes	
Must have a variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, etc.	Yes	
Must electronically set postage meter by the touch of a button	Yes	
Must include postage rate changes at no additional charge throughout the lease or maintenance contract	Yes	
List all other significant scale specifications:		

Digital Scale Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a minimum 10-lb scale capable of weighing to a 32nd of an oz. displaying in increments of 0.5 oz.	Yes	
Must interface to postal meter	Yes	
Must have a variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, etc.	Yes	
Must electronically set postage meter by the touch of a button	Yes	
Must include postage rate changes at no additional charge throughout the lease or maintenance contract	Yes	
List all other significant scale specifications:		

Group Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a mid-volume system with semi-automatic feed	Yes	
Must meter, date, and seal envelopes	Yes	
Must handle standard mail envelopes from 3" x 5" to 9" x 12" and up to 3/8" thick	Yes	
Must have tape system for oversize packages	Yes	
Must include locking key and security feature	Yes	Password protected
Must have replaceable ink cartridge	Yes	
To include water reservoir with water level indicator	Yes	
Must have sealed and non-sealed modes	Yes	
Must be fully operational and include delivery, set-up, removal fees, etc.	Yes	
Must include instruction manual and on-site training at no additional charge	Yes	
Must be Energy Star compliant	Yes	

Group Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a mid-volume system with automatic feed	Yes	
Must meter, date, and seal envelopes	Yes	
Must handle standard mail envelopes from 3" x 5" to 9" x 12" and up to 3/8" thick	Yes	
Must have tape system for oversize packages	Yes	
Must include locking key and security feature	Yes	Password protected
Must have replaceable ink cartridge	Yes	
To include water reservoir with water level indicator	Yes	
Must have sealed and non-sealed modes	Yes	
Must be fully operational and include delivery, set-up, removal fees, etc.	Yes	
Must include instruction manual and on-site training at no additional charge	Yes	
Must be Energy Star compliant	Yes	

Group E

Digital Meter

Manufacturer	Pitney Bowes Inc.
Model	SendPro P3000
Letters Per Minute (LPM)	270

Digital Scale

Manufacturer	Pitney Bowes
Model	1FWX

Digital Meter Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Minimum Speed of 250 Letters Per Minutes (LPM)	Yes	270
Must be a new, digital unit	Yes	
Digital postage meter must have display that provides date, piece count, postage used, and postage unused	Yes	
Must be refillable via network connectivity which may be placed on a master account	Yes	
Must imprint postage from \$0.01 to \$99.99	Yes	

List all other significant meter specifications:
<p>Interest bearing postage account capability Permit accounts can be tied and paid through customer's postage account, called reserve account Pitney Bowes offers a system called Data Capture which can provide postage spend and trend data Online Demo center for seeing live demos of products from the comfort of your office Informative Client webinars on Industry knowledge 100% Satisfaction Guarantee on our equipment and services Total Postage Management (view refill activity and monitor postage online) Online portal gives Agencies access for view bills, account management of equipment, and the ability to place service calls online Master Reserve Accounts allow Individual Agencies to tie all the field locations to a single postage account for ease of payment and refill activity A+ Factory Trained Certified Service Techs Pitney Bowes Global Financial Services – Exclusive In-House leasing. We as a company hold the financing for all transactions. Flexible terms and Postal Payment solutions and Postage Advances options for emergency situations.</p>

Digital Scale Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a minimum 15-lb scale capable of weighing to a 32nd of an oz. displaying in increments of 0.5 oz.	Yes	
Must interface to postal meter	Yes	

Must have a variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, etc.	Yes	
Must electronically set postage meter by the touch of a button	Yes	
Must include postage rate changes at no additional charge throughout the lease or maintenance contract	Yes	

Group Minimum Specifications	Model Proposed Meets/Exceeds Requirements (Y/N)	If "No," Please Explain
Must be a high-volume system with automatic feed	Yes	
Must meter, date, and seal envelopes	Yes	
Must handle standard mail envelopes from 3.5" x 5" to 13" x 13" and up to 3/4" thick	Yes	
Must have tape system for oversize packages	Yes	
Must include locking key and security feature	Yes	Password protected
Must have replaceable ink cartridge	Yes	
To include water reservoir with water level indicator	Yes	
Must have sealed and non-sealed modes	Yes	
Must be fully operational and include delivery, set-up, removal fees, etc.	Yes	
Must include instruction manual and on-site training at no additional charge	Yes	
Must be Energy Star compliant	Yes	
Must be capable of mixed weight processing with an internal or external scale that automatically changes meter to appropriate postage amount	Yes	

List all other significant specifications:
WOW capability of the SendPro P 3000 provides 3/4 inch throughput

DIGITAL METER GROUPS – PRICING

Postage Meter Groups					
	Group A	Group B	Group C	Group D	Group E
Minimum Letters per Minute (LPM)	Minimum Speed of 30 Letters Per Minutes (LPM)	Minimum Speed of 45 Letters Per Minutes (LPM)	Minimum Speed of 65 Letters Per Minutes (LPM)	Minimum Speed of 95 Letters Per Minutes (LPM)	Minimum Speed of 250 Letters Per Minutes (LPM)
Manufacturer	Pitney Bowes				
Model	C200	C300	C425	DM400C	SendPro P3000
Letters Per Minute (LPM)	40	50	65	95	270
	Price	Price	Price	Price	Price
Month to Month (\$/Month)	\$ 34.00	\$ 70.00	\$ 74.00	\$ 136.00	\$ 718.00
12 Month Term (\$/Month)	\$ 48.68	\$ 103.79	\$ 111.33	\$ 227.11	\$ 1,370.63
24 Month Term (\$/Month)	\$ 34.40	\$ 76.16	\$ 75.80	\$ 155.31	\$ 841.13
36 Month Term (\$/Month)	\$ 29.68	\$ 67.05	\$ 64.07	\$ 131.65	\$ 666.57
48 Month Term (\$/Month)	\$ 26.98	\$ 61.73	\$ 57.36	\$ 117.77	\$ 564.70
Purchase (total one-time purchase price)	\$ 341.60	\$ 766.08	\$ 850.00	\$ 2,050.19	\$ 14,594.98

GROUP ACCESSORIES

Group Accessories	Pricing - Group A						Availability - Group A
	Month to Month (\$/Month)	12 Month Term (\$/Month)	24 Month Term (\$/Month)	36 Month Term (\$/Month)	48 Month Term (\$/Month)	Purchase (total one-time purchase price)	Available to Lease or Purchase In Group A? (Y/N)
5-lb Digital Scale	\$ 18.00	\$ 35.47	\$ 20.00	\$ 14.90	\$ 11.95	\$ 395.00	Yes
10-lb Digital Scale	N/A	N/A	N/A	N/A	N/A	N/A	No
15-lb Digital Scale	N/A	N/A	N/A	N/A	N/A	N/A	No
30-lb Digital Scale	\$ 86.00	\$ 170.62	\$ 98.71	\$ 74.99	\$ 61.23	\$ 1,900	Yes
Subscription to Discounted Shipping Rates Package and Online Portal/Account Access	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Confirmation Services that Verify Date and Time of Arrival	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software that allows End Users to View and Track Postal Expenses	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software/service that gives access to USPS Tracking Data	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Feeder that processes mixed mail and gives postage based on weight and dimension	N/A	N/A	N/A	N/A	N/A	N/A	No
Touch Display Upgrade	N/A	N/A	N/A	N/A	N/A	N/A	No
High Speed Mail Inserter	N/A	N/A	N/A	N/A	N/A	N/A	No
Mail Feeder	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

	Pricing - Group B						Availability - Group B
Group Accessories	Month to Month (\$/Month)	12 Month Term (\$/Month)	24 Month Term (\$/Month)	36 Month Term (\$/Month)	48 Month Term (\$/Month)	Purchase (total one-time purchase price)	Available to Lease or Purchase In Group B? (Y/N)
5-lb Digital Scale	\$ 19.00	\$ 36.82	\$ 20.72	\$ 15.41	\$ 12.34	\$ 410.00	Yes
10-lb Digital Scale	\$ 29.00	\$ 55.92	\$ 30.93	\$ 22.68	\$ 17.94	\$ 622.75	Yes
15-lb Digital Scale	\$ 39.00	\$ 77.03	\$ 42.21	\$ 30.72	\$ 24.12	\$ 857.75	Yes
30-lb Digital Scale	\$ 86.00	\$ 170.62	\$ 92.24	\$ 66.37	\$ 51.53	\$ 1,900.00	Yes
Subscription to Discounted Shipping Rates Package and Online Portal/Account Access	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Confirmation Services that Verify Date and Time of Arrival	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software that allows End Users to View and Track Postal Expenses	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software/service that gives access to USPS Tracking Data	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Feeder that processes mixed mail and gives postage based on weight and dimension	N/A	N/A	N/A	N/A	N/A	N/A	No
Touch Display Upgrade	N/A	N/A	N/A	N/A	N/A	N/A	No
High Speed Mail Inserter	N/A	N/A	N/A	N/A	N/A	N/A	No
Mail Feeder	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

	Pricing - Group C						Availability - Group C
Group Accessories	Month to Month (\$/Month)	12 Month Term (\$/Month)	24 Month Term (\$/Month)	36 Month Term (\$/Month)	48 Month Term (\$/Month)	Purchase (total one-time purchase price)	Available to Lease or Purchase In Group C? (Y/N)
5-lb Digital Scale	\$ 19.00	\$ 36.41	\$ 20.50	\$ 15.25	\$ 12.22	\$ 405.45	Yes
10-lb Digital Scale	\$ 30.00	\$ 58.15	\$ 32.12	\$ 23.53	\$ 18.59	\$ 647.50	Yes
15-lb Digital Scale	\$ 41.00	\$ 80.60	\$ 44.12	\$ 32.08	\$ 25.16	\$ 897.50	Yes
70-lb Digital Scale	\$ 57.00	\$ 112.25	\$ 69.70	\$ 55.68	\$ 47.43	\$ 1,250.00	Yes
Subscription to Discounted Shipping Rates Package and Online Portal/Account Access	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Confirmation Services that Verify Date and Time of Arrival	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software that allows End Users to View and Track Postal Expenses	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software/service that gives access to USPS Tracking Data	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

Feeder that processes mixed mail and gives postage based on weight and dimension	N/A	N/A	N/A	N/A	N/A	N/A	No
Touch Display Upgrade	N/A	N/A	N/A	N/A	N/A	N/A	No
High Speed Mail Inserter	N/A	N/A	N/A	N/A	N/A	N/A	No
Mail Feeder	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

Group Accessories	Pricing - Group D						Availability - Group D
	Month to Month (\$/Month)	12 Month Term (\$/Month)	24 Month Term (\$/Month)	36 Month Term (\$/Month)	48 Month Term (\$/Month)	Purchase (total one-time purchase price)	Available to Lease or Purchase In Group D? (Y/N)
5-lb Digital Scale	\$ 26.00	\$ 50.74	\$ 27.12	\$ 19.32	\$ 14.86	\$ 565.00	Yes
10-lb Digital Scale	\$ 32.00	\$ 62.29	\$ 33.29	\$ 23.72	\$ 18.24	\$ 693.60	Yes
15-lb Digital Scale	\$ 45.00	\$ 89.71	\$ 55.46	\$ 44.17	\$ 37.53	\$ 999.00	Yes
30-lb Digital Scale	\$ 54.00	\$ 107.76	\$ 65.11	\$ 51.05	\$ 42.82	\$ 1,200.00	Yes
Subscription to Discounted Shipping Rates Package and Online Portal/Account Access	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Confirmation Services that Verify Date and Time of Arrival	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software that allows End Users to View and Track Postal Expenses	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software/service that gives access to USPS Tracking Data	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Feeder that processes mixed mail and gives postage based on weight and dimension	N/A	N/A	N/A	N/A	N/A	N/A	No
Touch Display Upgrade	N/A	N/A	N/A	N/A	N/A	N/A	No
High Speed Mail Inserter	N/A	N/A	N/A	N/A	N/A	N/A	No
Mail Feeder	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

Group Accessories	Pricing - Group E						Availability - Group E
	Month to Month (\$/Month)	12 Month Term (\$/Month)	24 Month Term (\$/Month)	36 Month Term (\$/Month)	48 Month Term (\$/Month)	Purchase (total one-time purchase price)	Available to Lease or Purchase In Group E? (Y/N)
5-lb Digital Scale	\$ 40.00	\$ 79.23	\$ 42.35	\$ 30.17	\$ 23.20	\$ 882.30	Yes
10-lb Digital Scale	\$ 50.00	\$ 98.47	\$ 52.63	\$ 37.50	\$ 28.24	\$ 1,096.50	Yes
15-lb Digital Scale	\$ 57.00	\$ 112.89	\$ 60.34	\$ 42.99	\$ 33.06	\$ 1,257.15	Yes
30-lb Digital Scale	\$ 54.00	\$ 107.76	\$ 65.11	\$ 51.05	\$ 42.82	\$ 1,200.00	Yes
Subscription to Discounted Shipping Rates Package and Online Portal/Account Access	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

Confirmation Services that Verify Date and Time of Arrival	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software that allows End Users to View and Track Postal Expenses	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Software/service that gives access to USPS Tracking Data	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Feeder that processes mixed mail and gives postage based on weight and dimension	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes
Touch Display Upgrade	\$ 25.00	\$ 48.44	\$ 25.89	\$ 18.45	\$ 14.19	\$ 539.40	Yes
High Speed Mail Inserter	\$ 760.00	\$ 1,512.39	\$ 908.48	\$ 709.42	\$ 593.05	\$ 16,841.80	Yes
Mail Feeder	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	INCLUDED	Yes

SUPPLIES PRICING

	Group A	Group B	Group C	Group D	Group E
Make	Pitney Bowes				
Model #	C200	C300	C425	DM400C	SendPro P3000
Letters Per Minute (LPM)	40	50	65	95	270
Cartridge Model #	SL-798-0	SL-798-0	SL-798-0	765-9	787-0
Impressions Per Cartridge	Up to 1,500	Up to 1,500	Up to 1,500	Up to 8,800	Up to 8,000
Replacement Toner Cartridge (\$/Toner)	\$ 50.99	\$ 50.99	\$ 50.99	\$ 118.99	\$ 110.49

Exhibit B – Non-Market Basket Discount Pricing

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

Catalog discounts provided below will be applicable for both leased and purchased machines and accessories.

Category	% off Catalog Price
HIGH VOLUME FOLDER-INSERTER	32%
HIGH VOLUME FOLDER-INSERTER ACCESSORIES	31%
HIGH VOLUME FOLDER-INSERTER FURNITURE	28%
HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	13%
HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	13%
HIGH VOLUME LETTER FOLDERS	18%
HIGH VOLUME MAILING SYSTEMS	37%
HIGH VOLUME MAILING SYSTEMS ACCESSORIES	35%
HIGH VOLUME MAILING SYSTEMS FURNITURE	28%
HIGH VOLUME TABBERS	28%
HIGH VOLUME TABBERS ACCESSORIES	28%
INTEGRATED POSTAL SCALES	45%
LETTER OPENERS ACCESORIES, LOW VOLUME	16%
LETTER OPENERS, ACCESSORIES, HIGH VOLUME	16%
LETTER OPENERS, HIGH VOLUME	25%
LOW VOLUME FOLDER-INSERTER	18%
LOW VOLUME FOLDER-INSERTER ACCESSORIES	18%
LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	18%
LOW VOLUME LETTER FOLDERS	18%
LOW VOLUME LETTER FOLDERS ACCESSORIES	18%
LOW VOLUME MAILING SYSTEMS	41%
LOW VOLUME MAILING SYSTEMS ACCESSORIES	40%
MAILROOM SPECIFIC FURNITURE	28%
MEDIUM VOLUME FOLDER-INSERTER	20%
MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	18%
MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	18%
MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	18%
MEDIUM VOLUME MAILING SYSTEMS	28%
MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	32%
POSTAGE METER RENTALS	22%
ULTRA LOW VOLUME MAILING SYSTEMS	42%
MISC. MAIL EQUIPMENT SOLUTIONS: INBOUND/OUTBOUND	16%

Exhibit C – Service Level Agreements and Key Performance Indicator

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

Service Level Agreement (SLA)

The Service Level agreements (SLA) are based on agreed upon service levels that are tracked over the course of the contractual term. The Service Level Agreements are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These SLA(s) are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Service Levels through continuous tracking, Key Performance Indicator Surveys, and State Account Management interaction. These Service Level Agreements shall then be directly evaluated through Performance Metrics in **Exhibit D**. On a quarterly basis, the Contractor shall identify the actual outcome of the Service Level agreements listed below and supply original supportive documentation for all service level agreements and performance metrics. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

The Service Level Agreements are set up with the combination of the following:

1. **Service Level Agreement – Contractor Score Card**

The Contractor Score Card is a specific table to the agreement for Contractor performance in various areas. This Contractor Score Card is tracked daily, while reported on a quarterly basis, unless otherwise requested by the State Contract Manager. The Contractor is encouraged to utilize automated processes to generate data and reports to ensure utmost authenticity. The Contractor shall not round up on any numerical numbers, percentages, etc. See Table titled: **Service Level Agreement – Contractor Score Card**.

2. **Service Level Agreement - Key Performance Indicator (KPI)**

A Key Performance Indicator (KPI) is a specific survey submitted to up to 10 key stakeholders of the Ordering Entities, per quarter. Each Ordering Entity is required to complete the KPI by someone, known as a key stakeholder that utilizes the agreement on a continuous basis and answers the survey on behalf of the Ordering Entity. The intent of the KPI is to obtain real, continuous feedback from Ordering Entities on the Contractor's management performance, the Contractor's overall performance, and other identified factors are substance of the KPI. The State shall supply contact information for the key stakeholders to the Contractor. The Contractor shall then reach out to the key stakeholders of the Ordering Entity on a quarterly basis to ask the key stakeholder of the Ordering Entity to complete the KPI and return. The key stakeholder of the Ordering Entity shall complete the KPI on behalf of the Ordering Entity, and provide a signed off response to the Contractor. The Contractor shall not be responsible for any unreturned KPI scorecards for those Ordering Entity(s). The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Account Manager. See KPI titled: **Service Level Agreement - Key Performance Indicator**.

Service Level Agreement – Contractor Score Card

#	Service Level Agreement	Performance Standard	Performance Target	Description	Calculation	Frequency of Review
1	Catalog System "Up Time"	95.0 %	100%	Percentage of time the system is accessible and usable during business hours of 7AM – 5PM EST Monday through Friday.	Time the system is available / Time the business is open	Quarterly
2	Market Basket Fill Rate	100.0%	100.0%	The total number of requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	The total number of Market Basket requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	Quarterly
3	Non-Market Basket Fill Rate	98.0%	100.0%	The total number of requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	The total number of Non-Market Basket requisition lines filled divided by the number of lines requested over a given period. The difference, therefore, would be items on back-order.	Quarterly
4	Delivery Cycle Time Turnaround	98.0% of Deliveries by 3 weeks	100.0% of Deliveries by 3 weeks	Calculation of deliveries from the date of order receipt (order being recognized at our distribution facility), to the date when the product is physically onsite with the customer.	Order date and timestamp compared to the delivery proof of desktop delivery at customer's office. Percentage calculated by dividing total number of deliveries made by 3 weeks by the total number of orders placed.	Quarterly
5	Report Turnaround	100.0% Delivered in (15) Business Days, unless a longer time period is mutually agreed upon by both parties.	100.0% Delivered in (15) Business Day, unless a longer time period is mutually agreed upon by both parties.	Contractor must submit defined reports to State or requesting using entity within (15) business days, unless a longer time period is mutually agreed upon by both parties.	Completion of reports provided according to number of business days taken to provide. Percentage calculated by dividing total number of reports delivered within 15 business days by the total number of reports requested/required, unless a longer time period is mutually agreed upon by both parties.	Quarterly
6	Ad hoc Report Turnaround	100.0% Delivered within (15) Business Days, unless a longer time period is mutually agreed upon by both parties.	100.0% Delivered within (15) Business Days, unless a longer time period is mutually agreed upon by both parties.	Contractor must submit entity-requested ad hoc/special reports to State or requesting using entity within (15) business days unless a longer time period is mutually agreed upon by both parties.	Completion of reports provided according to number of business days taken to provide. Percentage calculated by dividing total number of reports delivered within 15 business days by the total numbers of reports required/requested, unless a longer time period is mutually agreed upon by both parties	Quarterly
8	Pricing Accuracy	100.0%	100.0%	Pricing must be accurate as reflected in Contract Pricing Model.	Provide reporting model to reflect Invoiced price less the Pricing Model referenced in Exhibits A and B, contractual pricing. Invoice documentation to be provided for validation purposes.	Quarterly
9	Invoice Correction Turnaround	98.0% of Invoice Corrections to be within (5-7) Business Day from error identified	100.0% of Invoice Corrections to be within 5-7 Business Day from error identified	Invoices must be accurate. The accuracy of the information provided on the using entity invoice.	Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Percentage calculated by dividing total number of invoice corrections made within 5-7 business days by total number of Invoice Corrections made. Before and After Invoice documentation to be provided for validation purposes.	Quarterly

Service Level Agreement - Key Performance Indicator

ACCOUNT SERVICE PERFORMANCE SCORECARD							Mailing Equipment										
Office Depot				Quarter / Period of Review:													
Site Scorecard: (Enter Using Agency location here)				Date Review Completed:													
CLIENT SATISFACTION																	
CLIENT SERVICE REVIEW PROCESS (SEE SCALE BELOW) Insert check in box											7	6	5	4	3	2	1
1. How consistent and reliable is the service Pitney Bowes Inc. is providing?																	
2. How responsive is the Pitney Bowes, Inc. service on issues, when applicable?																	
3. How would you rate the professionalism of the employees at Pitney Bowes, Inc. and the subcontracted partners?																	
4. How would you rate the Pitney Bowes, Inc. agreement product delivery?																	
5. How would you rate the Pitney Bowes, Inc. agreement Catalog Punch-out ease of use?																	
6. How would you rate the Pitney Bowes, Inc. agreement Invoice Accuracy?																	
7. Overall, are you satisfied with the employees that support the Pitney Bowes, Inc. agreement?																	
8. Compared to prior vendors, how would you rate the Pitney Bowes, Inc. agreement product quality?																	
9. Compared to prior vendors, how would you rate the Pitney Bowes, Inc. agreement customer service?																	
10. How likely are you to recommend the Pitney Bowes, Inc. agreement to other departments/people you know?																	
7 Always Exceeds Expectations			6 Frequently Exceeds Expectations			5 Sometimes Exceeds Expectations			4 Meets Expectations			3 Sometimes Meets Expectations		2 Rarely Meets Expectations		1 Never Meets Expectations	
Range				On Target		Below Expectation		Far Below Expectation									
CATEGORY								RANGE		SITE PERFORMANCE RESULTS / COMMENTS							

CONTRACT PERFORMANCE										
FINANCIAL PERFORMANCE					Comments:					
# of Billing discrepancies: (#)										
TECHNICAL/CS PERFORMANCE					Comments:					
% of Uptime Office Depot punch-out was available.										
INCIDENT REPORTING					Comments:					
# of major incidents reported (#)										
Reviewed by:					Date		Submitted by:			Date
Agency Representative										

EXHIBIT D: Performance Metrics

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract

***Definition:** A **performance metrics** is a measure of an organization's activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include A. Critical Process/Customer Requirement, B. Developmental measurements and Performance Standards, C. Targets which results can be scored against, and D. An actionable remedy if the metric is not met within an agreed upon timeline. The targeted metric deliverables were developed as a result of Exhibit D, Service Level Agreements. The metrics are set up as follows:*

Metric #: Metric Title

- A. Identification of: Critical Process/Customer Requirements.*
- B. Identification of: Developmental measurement and Performance Standards.*
- C. Identification of: Targets which results can be scored against.*

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements identified in **Exhibit C**. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information. The Contractor shall be allowed a ninety days (90) day grace period during the implementation phase of the Contract to ramp up services, without scoring on the performance metrics. The Service Levels shown in this contract are still to be followed during the initial implementation phase of the Contract, but will not be scored.

In addition to the other terms and conditions of this Professional Services Contract, if the State deems that the Contractor has failed to meet the Performance Standards contained in the Service Level Agreements shown in **Exhibit C**, the State shall request the Contractor to submit a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. As performance metrics #11 – 20 are qualitative responses from Ordering Entity personnel, the State will review the results at a more detailed level by following up with the individual to determine if the responding Ordering Entity contact has made a fair assessment of the services provided by the Contractor before the timeline for submission of a CAP by the Contractor will commence.

If the State provides written notice to the Contractor of Contractor's failure to meet any of the Performance Standards listed in **Exhibit C**, the Contractor shall have (5) business days to provide a Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction as set forth in the aforementioned notice. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (48) hours of written notification to the Contractor of the State's acceptance. From that point, the Contractor has the mutually agreed upon timeline to cure the issues.

If the issue(s) associated with the CAP are not resolved within the proposed cure period, the State may assess the financial consequences as shown in the chart below. Upon a fourth failure, the State has the right to invoke the Termination for Default clause.

Performance Metric	First	Second	Third
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	Failure	Failure	Failure
Catalog System "Up Time"	\$100	\$500	\$1,000
Market Basket Fill Rate	\$100	\$500	\$1,000
Non-Market Basket Fill Rate	\$100	\$500	\$1,000
Delivery Cycle Turnaround	\$100	\$500	\$1,000
Report Turnaround	\$100	\$500	\$1,000
Ad hoc Report Turnaround	\$100	\$500	\$1,000
Pricing Accuracy	\$100	\$500	\$1,000
Invoice Correction Turnaround	\$100	\$500	\$1,000

The financial consequences will be paid via check made out to the Indiana Department of Administration within 30 calendar days after the end of the applicable cure period set forth in the CAP. These consequences are individually assessed for failures over each three month (quarterly) period beginning with the second 3 month period and every 3 months thereafter.

The performance metrics are as follows:

Metric #1: Catalog System "Up Time"

- A. Contractor shall ensure compliance on metric regarding percentage of the system is accessible during business hours fulfills target.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on time the system is available / Time the business is open.
 - Performance Standard: 95.0%
- C. The target: 100%

Metric #2: Market Basket Fill Rate

- A. Contractor shall ensure compliance on metric regarding percentage of the market basket requisition lines are filled compared to the number of lines requested over a given period.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on total number of Market Basket requisition lines are filled by the number of lines requested over a given period. The difference, therefore, would be items on back-order.
 - Performance Standard: 100%
- C. The target: 100%

Metric #3: Non-Market Basket Fill Rate

- A. Contractor shall ensure compliance on metric regarding percentage of the non-market basket requisition lines are filled compared to the number of lines requested over a given period.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on total number of Non-Market Basket requisition lines are filled by the number of lines requested over a given period. The difference, therefore, would be items on back-order.
 - Performance Standard: 98.0%
- C. The target: 100%

Metric #4: Delivery Cycle Time Turnaround

- A. Contractor shall ensure compliance on metric regarding the delivery cycle turnaround for stocked products is within 15 business days of order submission.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of delivery from the date of order receipt (order being recognized at our distribution center) to the date when the product is physically onsite with the Ordering Entity. Order date and timestamp compared to the proof of delivery at Ordering Agency's location.
 - Performance Standard: 98.0% of deliveries by 15 business days
- C. The target: 100.0% of deliveries by 15 business days

Metric #5: Report Turnaround

- A. Contractor shall ensure compliance on metric regarding the report turnaround is provided within (15) business days from the date of request, unless a longer time period is mutually agreed upon by both parties.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion for 100.0% of reports.
 - Performance Standard: 100% of reports delivered within (15) Business Days, unless a longer time period is mutually agreed upon by both parties.
- C. The target: 100% of reports delivered within (15) Business Days, unless a longer time period is mutually agreed upon by both parties

Metric #6: Ad hoc Report Turnaround

- A. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (15) business days from the date of request unless a longer time period is mutually agreed upon by both parties.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.
 - Performance Standard: 100.0% of reports delivered within (15) Business Days, unless a longer time period is mutually agreed upon by both parties
- C. The target: 100.0% of reports delivered within (15) Business Day, unless a longer time period is mutually agreed upon by both parties

Metric #7: Pricing Accuracy

- A. Contractor shall ensure compliance on metric regarding percentage where pricing must be accurate as reflected in Contract Pricing Model.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from providing a reporting model to reflect invoiced price less the Contract Pricing Model referenced in Market-Basket (Exhibit A) contractual pricing and Contractor's Full-Line Catalog (Exhibit B).
 - Performance Standard: 100.0%
- C. The target: 100.0%

Metric #8: Invoice Correction Turnaround

- A. Contractor shall ensure compliance on metric regarding the invoice correction turnaround is provided (5-7) Business Day from error identified for 98.0% of invoice corrections. Invoices must be accurate. The accuracy of the information provided on the using entity invoice.
- B. The Contractor shall monitor and report on a Quarterly basis the metric to Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes.
 - Performance Standard: 98% of invoices corrected within (5-7) Business Day from error identified
- C. The target: 100% of invoices corrected within 5-7 Business Day from error identified

Metric #9: Consistent and Reliable Service

- A. The Contractor provides consistent and reliable service. (Answering question: How consistent and reliable is the service Pitney Bowes Inc. is providing?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #10: Responsiveness

- A. Responsiveness of customer service. (Answering question: How responsive is the Pitney Bowes Inc. service on issues, when applicable?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #11: Professionalism

- A. Professionalism of employees (Answering question: How would you rate the professionalism of the employees at Pitney Bowes Inc. and their subcontracted partners?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #12: Product Delivery

- A. Product Delivery (Answering question: How would you rate the Contractor's product delivery?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #13: Catalog Punch-Out Ease of Use

- A. Project timeline achievement (Answering question: How would you rate the Pitney Bowes Inc. agreement Catalog Punch-out ease of use?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.

- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #14: Invoice Accuracy

- A. Invoice Accuracy (Answering question: How would you rate the Pitney Bowes Inc. agreement Invoice Accuracy?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #15: Overall Employee Customer Support satisfaction

- A. Rating the overall employee customer support satisfaction (Answering question: Overall, are you satisfied with the employees that support the Pitney Bowes Inc. agreement?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #16: Compared to prior vendors, rate Product Quality

- A. Product Quality rating compared to previous contractors (Answering question: Compared to prior vendors, how would you rate the Pitney Bowes Inc. agreement product quality?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations

- 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #17: Compared to prior vendors, rate Customer Service

- A. Customer Service rating compared to previous contractors (Answering question: Compared to prior vendors, how would you rate the Pitney Bowes Inc. agreement customer service?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #18: Company Recommendation

- A. Recommendation (Answering question: How likely are you to recommend the Pitney Bowes Inc. agreement to other departments/people you know?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. Performance Standard: 100% of returned responses with a minimum rating of 4=Meets Expectations

EXHIBIT E: RFP# 18-043 DOCUMENTATION

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

PLEASE SEE ATTACHED

**RFP 18-043
TECHNICAL PROPOSAL
ATTACHMENT F**

Instructions: Please supply all requested information in the areas shaded yellow and indicate any attachments that have been included to support your responses.

1. General Requirements and Definitions

1.1 Please confirm your understanding and acceptance to all definitions and abbreviations listed in RFP Section 1.2.

Pitney Bowes understands and accepts definitions and abbreviations listed in RFP section 1.2

1.2 Please list any additional terms and definitions used by your company or industry that you would like the State to consider incorporating in the contract. The State will not accept terms and definitions introduced after award during contract finalization and implementation.

Pitney Bowes has included our General Terms which contain the Service Level Agreement, Rental/Meter Terms as well as Commercial Lease Terms (for 501C entities), FMV Lease Agreement, On Demand Software License and Maintenance Agreement, and On Premise Software License and Maintenance Agreement.

1.3 Please confirm you have carefully reviewed all requirements listed in RFP Section 1.4. Should your company have any exceptions, substitutions, or conditions for the State's consideration, please list them below. The State will not accept exceptions, substitutions, or conditions introduced after award, during contract finalization and implementation.

Pitney Bowes does have exceptions and is submitting as a red line document in the Attachment B, Sample Contract for the State's consideration. We thought this would be easiest for review. See red line version of Attachment B, Sample Contract.

2. USPS Requirements

2.1 Please confirm your company will meet or exceed all requirements listed in RFP Section 1.4.3.1 USPS Requirements. Please provide additional detail where applicable.

Pitney Bowes will meet or exceed all requirements list in section1.4.3.1 USPS Requirements

3. Product/Machine Requirements

3.1 Please confirm your company will meet or exceed all requirements listed in RFP Section 1.4.3.2 Product/Machine Requirements. Please provide additional detail where applicable.

Pitney Bowes meets or exceeds all requirements listed in 1.4.3.2 Product/Machine requirements, however, Pitney Bowes does want to note the following; The equipment Pitney Bowes is offering the State of Indiana for purchase and lease shall be new. As noted in Amendment 1 per the Q & A, meters are excluded from this requirement.

3.2 How does your company add new equipment, supplies, or services to this contract? How does your company provide advance notice and communication with the State on this topic?

From time to time, Pitney Bowes will request any product additions, substitutions, deletions for written approval from the State. Pitney Bowes will provide an excel file clearly noting any such changes for State's approval. State has issued a formal amendment in the past. Upon approval, signing of Amendment, Pitney Bowes will update our internal pricing and product selection systems to reflect the approved changes. This will then be communicated to our sales force who would interact with each using agency. Pitney Bowes would also be open to modifications of this standard process with input from the State. Pitney Bowes will also conduct periodic meeting with the state to keep the State abreast of industry trends.

3.3 How does your company substitute products/machines for discontinued models, items and services? Please describe the lead time and advance notice you will provide the State for discontinued models, products, services and their recommended substitutions. Please note: A modification to a configuration model described in the cost proposal and resulting contract will require a contract amendment signed by all parties.

From time to time, Pitney Bowes will retire certain products due to technological advancements and regulatory requirements. Pitney Bowes will provide lead-time consistent with company announcements of such enhancements or retirements. As such information is made available, the State will be notified in writing and if a pricebook amendment is necessary during the contract period, an excel file noting the discontinued models and their replacements will be provided for the State's approval.

3.4 What are the applicable components of your company's parts and/or labor warranties as it relates to this contract?

**Pitney Bowes Inc. currently offers a standard 90 warranty. Warranty is stated below:
We warrant that all PBI-branded equipment ("PBI Equipment") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself.**

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

(b) We warrant that any service (“**Service**”) we perform under the Service Level Agreement set out in Sections 17 through 22 (the “**SLA**”) will be performed in a professional and workmanlike manner.

(c) **Your sole remedy for a warranty claim is to have us repair or replace the PBI Equipment or, in the case of defective Service, reperform the Service.**

(d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control. The warranty also does not apply if someone other than us services the equipment, you don’t use required software updates, you use the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or you use third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to print heads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty does not cover ink, ink rollers, toner and drum cartridges, ribbons and similar items (“**Consumable Supplies**”).

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED

4. Services Requirements

4.1 Please confirm your company will meet or exceed all requirements listed in RFP Section 1.4.3.3 Services Requirements. Please provide additional detail where applicable.

Pitney Bowes can meet requirements of RFP Section 1.4.3.3. Please note a clarification in sub section a. Pitney Bowes would like to omit “email” in this section and include similar but electronic methods such as “chat” or electronic cases. In addition, in section d, iii., Pitney Bowes would like to strike “and new releases/versions”, “.... “at no cost”. In addition, please see attached the Attachment B, Sample Contract red line for changes we request. Pitney Bowes is willing to negotiate in good faith.

4.2 Please describe your company’s ability to provide help desk services.

Pitney Bowes is capable of offering a variety help desk services. These range from call in support, to online support. There is also option for chat and web communication options.

4.3 Please describe your company's delivery, installation and removal process.

Pitney Bowes' process for delivery is to contact the customer via tracking confirmation information on lower end mailing systems and direct contact via e-mail or phone on larger deliveries. Installation is always done by appointment for all systems and performed by a professionally trained technician. Removal is set up at order acquisition time and the sales representative puts in a case for all removals.

4.4 Please provide a detailed description of your company's process for providing machine/equipment maintenance.

Pitney Bowes is an industry leader with nearly 100 years of experience delivering excellent machine/equipment maintenance. Manufacturer-trained, certified, and authorized technicians perform equipment maintenance service. We always act as the sole point of contact for service. With our expertise, we provide both proactive preventative maintenance specific for machine types as well as remedial maintenance (unscheduled repair services); if we cannot repair the equipment, we will replace it. Our help desk services for reporting equipment issues and for troubleshooting problems has a high success rate to remotely resolve reported issues avoiding unnecessary downtime waiting for a technician to arrive onsite. These help desk services are accessible via toll-free telephone call, computer chat, or electronic case creation direct from the State's secured account access on the internet (at the State's option).

4.5 Please describe your company's installation process for equipment that may be purchased on this resulting contract.

Installation is included in the purchase price, except where specifically noted on the quote to the client. Quotes will be provided for equipment that is considered self-installable or where special rigging may be necessary depending on individual site needs

4.6 Please describe your company's ability to provide timely software related services and software upgrades.

We will make our best efforts to update documentation and provide software updates as needed or with new features on a regular basis.

5. Lease and Purchase Terms

5.1 Please confirm your company will meet or exceed all requirements listed in RFP Section 1.4.3.4 Lease and Purchase Terms. Please provide additional detail where applicable.

Pitney Bowes confirms we meet or exceed all requirements listed in RFP Section 1.4.3.4 Lease and Purchase Terms with the exceptions as noted in Attachment B, Sample Contract, red line to be reviewed by the State and negotiated in good faith.

5.2 Please describe the equipment acquisition options, including lease and purchase of equipment, machines, supplies, services, etc. How will your company ensure End Users are acquiring the appropriate machine given their unique environment (e.g., budget limitations, historical volume, future needs).

Pitney Bowes will provide each using agency an option to either lease or purchase a mailing solution. If purchased, the option to acquire a service contract will be provided when quoted to the using agency. Purchased systems will be provided a supply catalog for efficient ordering of necessary supply items. Leases will include service, meter and equipment. A supply catalog for efficient ordering of needed supply items will be provided to the using agency. Supply catalogs will also be posted to the PB states landing page site. This landing page is : <https://www.pitneybowes.com/us/State-and-Local-Government-Solutions.html>

Recognizing that postage spend, labor, and other operational costs are the most significant mailstream costs, we will work with each agency to identify ways to improve efficiency and thus reduce these costs. We help the Agencies fully utilize the services and technology that are engineered into Pitney Bowes equipment.

In determining the proper equipment solution, we will collaborate with the appropriate person(s) within the agency and discuss their strategic goals and objectives. The process includes an analysis of the agencies postage/carrier spend and processes. The information is obtained in order to develop an ROI and solution that best meets the agency's requirements.

If the Agency currently uses Pitney Bowes, we will pull postage usage and have history on the account. Trends will be analyzed to determine if changes have occurred in volumes and requirements. Discussion will also occur around future needs and requirements. This will help direct the best solution for the Agency.

Although our product line has many choices based on the customer application, Pitney Bowes Inc. will use its expertise as a leader in the industry to help the State of Indiana develop standardizations and guidelines for basic equipment placement. In some cases, the standard products may need additional features to maximize cost savings and efficiencies in the agencies. For example, we work with agencies so they get maximum cost reduction and efficient use for electronic return receipt for certified mail through the C and P series of mail machines. We will work with the State and offer these solutions in our complete catalog. Various scale sizes may be needed as well. It is Pitney Bowes's desire to work with the State to standardize as much as possible.

5.3 Describe how your company will maintain the lease transfer obligations outlined in Section 1.4.3.4.c. Please describe any additional services or benefits to the State, above the RFP requirements your company is willing to offer the State.

Pitney Bowes and its assigned representatives will work with the state agency to review needs and mutually determine the best option for the state agency. Pitney Bowes will also work with each customer to facilitate lease transfers via our billing support team and coordinate any moves deemed necessary by a state agency. Promotional opportunities will be made available to all state entities upon approval from the state procurement.

5.4 How does your company handle requested upgrades to leased machines/equipment?

Over Utilization of the current Equipment in a Lease to Lease

Beginning of the lease term.

- Cancel/supersede. This option will allow the State the ability to adjust equipment based on over/under utilization within the first 90 days of the contract.
- Pitney Bowes can offer to our current leasing customers in Indiana the opportunity to enter into a "co terminus" lease for the purposes of acquiring additional accessories and solutions for their current equipment system.

Midterm of the lease term

- All attempts will be made to right size the equipment at midterm.
- Pitney Bowes can offer to our current leasing customers in Indiana the opportunity to enter into a "co terminus" lease for the purposes of acquiring additional accessories and solutions for their current equipment system.

End of lease term

- Collaborate with the agency to make ensure currents needs are matched with proper equipment recommendation.

5.5 How does your company handle requested downgrades to leased machines/equipment?

Underutilization of the current Equipment in a Lease to Lease

Beginning of the lease term

- Cancel/supersede. This option will allow the State the ability to adjust equipment based on over/under utilization within the first 90 days of the contract.

Midterm of the lease term

- Pitney Bowes will collaborate with the State to determine the best course of action in alleviating problems that may arise midterm lease. This could include but not limited to the replacement of equipment or other creative options.

End of lease term

- Collaborate with the agency to make ensure currents needs are matched with proper equipment recommendation.

5.6 How does your company ensure the State's mailing equipment fleet is right-sized to the State's needs? Please describe your fleet optimization activities and their frequency.

Pitney Bowes has incorporated a system called DataCapture that provides mail volume and class usage data to assist the sales rep and agency personnel to monitor changing use trends. This is done by agency each quarter. This illustrates trends that can be used to identify any new USPS cost saving programs can be introduced and if additional solutions can provide value.

5.7 The State has many small offices that are using mailing services available through their local USPS location and are not leveraging equipment, software, or services available through the current mailing equipment contract. How will you assess the aforementioned to determine efficient and cost saving recommendations utilizing the State contract? What specifically will inform your recommendations?

Pitney Bowes utilized a multi-channel approach to account engagement. We have inside, field and partner sales channels that will directly identify and communicate with each customer to evaluate their needs and determine a value proposition if applicable.

5.8 Does your company currently inform customers of any promotional pricing that is lower than the contracted pricing? Please describe how your company will ensure the State is accessing the best available price available for a purchase or lease at the time of acquisition.

If promotional offers are made available. Pitney Bowes will first obtain approval for such offers from the state and then advertise via direct customer communication of such offers.

6. Service Levels

6.1 Please confirm your company will meet or exceed all requirements listed in RFP Section 1.4.3.5 Service Levels. Please provide additional detail where applicable.

Pitney Bowes confirms it will meet all required Service levels as noted in attached Attachment B, Sample Contract red line included for the State's review. Pitney Bowes is willing to negotiate in good faith.

6.2 Please describe how you will meet the service time response requirements.

Pitney Bowes will endeavor to respond with a skilled technician within two (2) business hours to all written or oral notices of a service requirement due to an equipment breakdown. The State will not incur hourly charges for equipment repair or replacement service if Pitney Bowes determines replacement is required unless service is performed outside Pitney Bowes Normal Working Hours, which

will be done only with the State’s consent. “Normal Working Hours” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the equipment is located. Any onsite visits for service will be within 8 business hours from the time the remote assistance is completed and Pitney Bowes determines that an onsite visit by a technician is required.

6.3 Please describe your company’s return process for equipment, accessories or supplies delivered in poor condition, excess products, or items not purchased.

In such cases, customer is to contact their sales rep via phone or e-mail and the request will be routed for resolution to a dedicated Indiana customer account manager who can put in for equipment pick up, return, and replacement of product(s) as needed.

6.4 How will your company ensure compliant equipment uptime? Please provide specific examples of experience with similar contracts of how your company was able to maintain an equipment uptime of at least 98%.

Subject to the duration of the Pitney Bowes maintenance agreement on all equipment provided as well as the State’s immediate notice to Pitney Bowes of service issues, each piece of equipment shall be sufficiently maintained by the Respondent to operate at a level equal to at least ninety-five (95%) percent of the number of operational business hours for the given month. Operational business hours are defined as 7:00 a.m.-5:00p.m. Eastern Time, Monday through Friday, except for State and Pitney Bowes-observed holidays.

6.5 Please describe your company’s ability to provide “right-sizing” studies to ensure efficient use of machines/equipment at lease expiration or upon request.

Please refer to section 5.6. Pitney Bowes will utilize its exclusive DataCapture capability to determine the best product replacement upon lease expiration.

7. Reporting

7.1 Please confirm your company will provide, at minimum, the spend report described in RFP Section 1.4.3.6.a and 1.4.3.6.b. Please include an example report which demonstrates your ability to meet this requirement. How soon after contract start date will you provide the first spend report to the State’s Vendor Management Team.

Pitney Bowes Inc. can provide Monthly / Quarterly Order detail, population, lease detail, meter detail, postage by phone reset, supply, and service history. These are all customized reports, none are available on-line only upon request. Pitney Bowes has requested changes to the Reporting section and is noted in the red line Attachment B, Sample Contract. In addition, see attached Sample Report labeled 7.1, currently being used and we would like to continue to use.

7.2 Please provide a list of your company's standard reports, including examples, as an attachment to your RFP response. Please note which are available on line.

Pitney Bowes can provide reports on the following:

- **Monthly/Quarterly Order detail**
- **Population Report**
- **Lease detail**
- **Meter detail**
- **Postage by Phone Reset**
- **Supplies details**
- **Service History**
- **Customized reports mutually agreed upon**

The above reports are upon request, not on line. However, each state entity is able to view some information per their portals just not statewide.

7.3 Please detail your company's customized and ad hoc reporting capabilities including how long the State will wait to receive new requests for information.

Pitney Bowes Inc. can provide summary or detailed information in Adobe and Excel formats on most information requests for products and services. The information can be provided for specific agencies or all agencies. Based on the level of detail this can be provided within 10 to 30 business days.

7.4 Does your company provide On-Line Account Management Services that enables the State Vendor Management team to monitor activity? If so, please provide a list of all functions of on-line capabilities including reporting.

Yes, each Pitney Bowes user receives free access to a web application called MyAccount. This site provides usage data and trend data for the customer.

8. Implementation / Transition Requirements

8.1 Please confirm your company will meet or exceed all requirements listed in RFP Section 1.4.3.7 Implementation / Transition Requirements. Please provide additional detail where applicable.

Pitney Bowes has the resources and experience to meet or exceed all the requirements in RFP section 1.4.3.7 Implementation/Transition Requirements with the condition that although access to extensive electronic educational services is at no additional fee, ongoing refresher and advanced training onsite may be available at a mutually agreeable rate at time of request. Operator guide placards may be available for select products, while other products incorporate on-screen help with extensive operator guide content.

8.2 Please describe your company's ability to provide training sessions for End Users. What is the structure of initial training sessions? How does your company support subsequent training as needed?

Access to extensive electronic educational services is available at no additional fee, as well as an initial onsite training session for products installed onsite by Pitney Bowes. Ongoing refresher and advanced training onsite may be available at a mutually agreeable rate at time of request or as listed on an order.

9. Account Management

9.1 Please provide an overview of the management and customer relationship team that will be responsible for managing the State relationship if you are awarded a State contract.

Please see attached Account Management document labeled 9.1.

9.2 What is your company's standard process for problem resolution, including standard response times?

Our CRM system is Salesforce.com, which allows our clients to create cases on our website www.pb.com which will flow to your Account Manager and our resolution time today is 2-5 days.

9.3 Please provide a copy of its disaster recovery plan for managing crisis situations in order to help avoid or reduce the potential adverse effects of catastrophic events (e.g., floods, fires, earthquakes, fuel/gas leaks rendering a building unusable, etc.).

Please find attached the Pitney Bowes Business Continuity statement and the Business Continuity (Disaster Recovery) Table of Contents labeled 9.3.



STATE OF INDIANA

Request for Proposal 18-043

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
All State Agencies**

**Solicitation For:
Mailing Equipment & Software Services**

Response Due Date: July 03, 2018 by 3:00 PM EST

Austin Jones, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

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SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of All State Agencies, requires Mailing Equipment & Software Services. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on vendor selection for the purposes of beginning contract negotiations.
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of Mailing Equipment & Software Services as specified in the contract resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP

List Price	The lowest available price at which the Respondent sells the product within Respondent’s Standard Offerings without a discount.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP
Standard Offerings	Respondent’s full line catalog which includes all products available for purchase or lease via web, retail stores, and through existing manufacturer relationships.
State	The State of Indiana
State Agency	As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State's need for Mailing Equipment & Software Services. It is the intent of the State to contract with a vendor that provides quality Mailing Equipment & Software Services for All State Agencies and Governmental Entities that are not located at the Indiana Government Center.

1.4 SUMMARY SCOPE OF WORK

1.4.1 Introduction

The State of Indiana intends to use this contract to provide All State Agencies and Governmental Entities that have operating facilities outside the Indiana Government Center with effective and efficient solutions for their mailing needs. This RFP is expected to result in a statewide contract (QPA) that will enable all State agencies to lease or purchase Mailing Equipment & Services through the awarded Respondent. Currently, the State has one QPA in place for Mailing Equipment. The State's goal is to maintain standardization of the leased or purchased devices driving most to the device configurations that are capable of being highly functional at the lowest price possible, without sacrificing quality.

Furthermore, Other Governmental Bodies are encouraged to utilize the contract negotiated by the State. While Other Governmental Bodies' participation in State contracts and QPAs is not mandatory, it is the State's goal to continue to encourage Other Governmental Bodies to use the price agreement(s) resulting from this RFP. The State however, is not responsible for the transactions between the awarded Respondent and these entities. All Other Governmental Bodies using State contracts and QPAs are expected to follow the contractual terms and conditions specified in those agreements. The awarded Respondent is required to provide and extend pricing for Mailing Equipment and Supplies to Other Governmental Bodies.

The State may award all or part of this RFP based on the best interests of the State. To maximize your chances of success in this process and to have the opportunity to acquire a substantial portion of the State's business, we strongly encourage you to provide an aggressive response to this RFP. The pricing, quality, and service levels obtained through this process are expected to be significantly more aggressive than those that the State or any comparable State entity may currently have with your company.

This RFP requires the following type of mailing equipment, software, and services:

- Postage meters
- Low volume mailing systems
- Medium volume mailing systems
- High volume mailing systems
- Software and printing solution for creating shipping labels from the office
- Mailing system accessories (e.g. inserters, folders/inserter)
- Mailing system supplies (e.g. ink, tape)
- Mailing system software license and subscriptions
- Mailing system and software maintenance

1.4.2 Current Purchasing Profile

The table, below, represents the lease and purchase payments through the current QPA in CY 2016 for State and Other Governmental Bodies (Locals).

State Spend	\$335,180.14
Other Governmental Body (Local) Spend	\$237,801.43
Total Spend	\$572,981.57

These figures are a historical reflection and an estimate of future spend. They are not to be construed as an amount to be offered under this RFP. **However, when completing Minority and Women’s Business Enterprises Participation Plan Form (Attachment A), the Indiana Economic Impact Form (Attachment C) and Indiana Veterans’ Participation Plan Form (Attachment A1) please use the one-year total amount as stated in the above table. Minority and Women’s Business Enterprises Participation Plan Form (Attachment A) and Indiana Veterans’ Participation Plan form (Attachment A1) must reflect a one-year subcontractor commitment.**

1.4.3 Minimum Requirements

All Respondents must adhere to the Minimum Requirements in order to be considered as a responsive Respondent. All Respondents must state their ability and willingness to meet these Minimum Requirements in their Transmittal Letter and in their proposal. Failure to do so will be considered grounds for disqualification from further consideration. The Minimum Requirements for this RFP are as follows:

1.4.3.1 USPS Requirements

- a. The Respondent must be an authorized provider by the USPS in accordance with Domestic Mail Manual (DMM) 604.4.
- b. All equipment offered must meet the current or posted approval of the United States Postal Service (USPS), as applicable.

1.4.3.2 Product/Machine Requirements

- a. All products, materials, supplies and equipment offered and furnished must be new (not used, remanufactured, or refurbished), of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the offer date. All new products shall be Energy Star certified, where an Energy Star option is available. Postage meters are exempt from this requirement.
- b. Purchased equipment must include a full parts and labor warranty for a minimum period of ninety (90) days, commencing upon completion of installation.
- c. The Respondent must agree that all purchased equipment shall be in good operating condition and shall conform to the specifications for the entire period of the warranty, commencing upon the first day after completion of installation.
- d. All network-connected machines are required to come fully equipped with all software necessary to successfully perform all functions the machine was acquired to

perform. All future software upgrades/updates for fixes and enhancements must be furnished to the State and installed by the Respondent's qualified technicians free of charge.

1.4.3.3 Services Requirements

- a. The Respondent must agree that all service provided shall be performed by manufacturer-trained, certified, and authorized technicians. Respondent further agrees to act as the sole point of contact for service. Respondent shall provide help desk services for reporting equipment issues and for troubleshooting problems. Respondent's help desk services shall be accessible via e-mail or via one or more toll-free telephone lines.
- b. The Respondent is responsible for adhering to the following requirements regarding installation, as necessary:
 - i. All equipment, accessories, and supplies prices shall include freight, delivery, and installation. Installation is not necessary for all items, but for any equipment requiring installation it shall be included.
 - ii. The Respondent shall provide documentation at the time of installation showing warranty period by dates, and the name, email, and telephone number of the contact responsible for warranty service of the equipment.
 - iii. The Respondent shall, prior to delivery, survey and review the particular installation location to ensure the existing proposed location meets the manufacturer's established installation criteria.
 - iv. All equipment identified as Energy Star certified shall be delivered and installed with the Energy Star or similar power management features enabled.
- c. The Respondent is responsible for adhering to the following requirements regarding machine maintenance:
 - i. The Respondent must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of this Contract. If Respondent is involving Authorized Dealers/Partners as subcontractors, said subcontractors shall maintain at a minimum enough spare parts and basic components to ensure downtime, for the purpose of ordering basic components, is kept extremely minimal.
 - ii. Maintenance costs shall be inclusive of all costs for full preventative maintenance, emergency calls, parts, labor and time, and all other charges required to keep the equipment fully operational and maintained in good working condition.
 - iii. Maintenance shall include both preventative maintenance and remedial maintenance (unscheduled repair service). Maintenance shall be performed during normal state operating hours.
 - iv. The Respondent shall schedule maintenance based on the specific needs of the individual machine as determined by the manufacturer. The Respondent shall schedule any preventative maintenance in advance with the office where the machine is located. The preventative maintenance calls shall include, but not be limited to, routine cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts.

- v. The Respondent must provide certified manufactured parts, supplies, service and support as allowed by the original manufacturer.
 - vi. Maintenance shall be included on leased equipment for the duration of the lease term. Maintenance shall be available on purchased equipment for five years beyond the initial purchase date.
 - vii. All annual maintenance plans shall meet the following requirements:
 - 1. Include any and all technical support.
 - 2. Two (2) hour response time to all written or oral notices of a service requirement due to an equipment breakdown.
 - 3. A service technician, if required, shall be onsite in an urban/rural location in eight (8) hours.
 - 4. All return service calls and onsite responses shall be made during normal state operating hours unless otherwise mutually agreed to in writing by the Respondent and the End User.
 - 5. Replacement parts shall be received within two (2) business days.
 - 6. All parts that require maintenance by a service technician are to be included and considered part of the service maintenance plan. Defective parts shall be replaced at no additional charge. Routine consumable supplies shall be billed separately from service maintenance payments.
 - viii. If the equipment includes licensed software, Respondent shall provide software support.
 - ix. All payments for maintenance service shall be invoiced by and made to the Respondent.
 - x. The Respondent shall provide maintenance on legacy devices already sold to an End User. Pricing will be provided through a quote process. Maintenance shall be available for equipment that is up to five (5) years old from date of purchase.
- d. The Respondent is responsible for adhering to the following requirements regarding software and software upgrades/updates.
- i. All connected machines must come fully equipped with all necessary software.
 - ii. Software leases and purchases shall be for the manufacturer's most recent release model or version of the product at the time of the order, unless the End User specifically requests in writing a different model or version and the Respondent is willing to provide such model or version.
 - iii. Maintenance shall be available for all software license leased or purchased. Software maintenance shall include all future software updates, minor enhancements, patches, and new releases/versions and shall be available to all End Users. Machines with maintenance agreements that utilize licensed software shall receive software maintenance at no additional cost. It is the Respondent's responsibility to communicate all updates, patches, and new releases/versions to all End Users. No additional fee shall be charged for installation of the same. The Respondent shall be responsible for Postage Scale licensing.

1.4.3.4 Lease and Purchase Terms

- a. End Users may enter into lease agreements for terms of 12-months, 24-months, 36-months, 48-months, or 60-months or purchase the equipment.
- b. At the end of a lease or term, the End User shall have the following options:
 - i. Return the equipment at the Respondent's expense.
 - ii. The End User may purchase leased equipment at the end of the lease term for a nominal fee in accordance with the lease term length and as set in the contract pricing. Postage meters may not be purchased. After purchase, End User will be responsible for maintenance, rate change, and software subscription costs.
- c. The End User and Respondent shall maintain the following obligations related to lease transfers due to office closure, office restructuring, or lack of funding.
 - i. The End User shall first determine if another section of its own agency has a need for the machine. If a new location is determined, the Respondent shall move the machine to the new location and set it up at no cost.
 - ii. If the End User is unable to determine another location for the machine, Respondent shall work with the End User in good faith to locate another End User willing to take over the remainder of the lease and coordinate the transfer of the lease.
 - iii. Equipment shall be transferred, at no cost, to the new location and lease transferred to the new End User within ten (10) business days from the End User's (taking over lease and machine) written confirmation of said transfer and on a moving date mutually agreed upon by the End User (taking over the lease and machine) and the Respondent.
- d. It is the Respondent's responsibility to identify if a product or piece of equipment can be purchased/leased for a price lower than the contracted price, due to a promotional event by the Respondent. If so, the Respondent shall agree to match the lower price for the length of that promotional event.

1.4.3.5 Service Levels

- a. The Respondent is required to respond to service calls within a guaranteed time set forth in the contract. Availability of representatives to service all equipment is a requirement of this RFP. Operational business hours are defined as 7:00 a.m.-5:00 p.m. Eastern Time, Monday through Friday, except for State holidays.
- b. The Respondent shall be expected to deliver, set up, and install machines within three (3) calendar weeks after receipt of a Purchase Order, unless the Respondent and End User agree to a different schedule specified by End User. Failure to provide deliveries in a timely manner may result in cancellation of the order, at the End User's sole discretion. The Respondent is required to fully install all hardware and software for all networked digital machines at no additional cost. Machines must be installed within twenty-four (24) hours of delivery, unless otherwise agreed to by the Respondent and End User. The Respondent is required to remove all leased machines no later than two (2) calendar weeks after the lease agreement is completed, or, by whatever schedule is agreed to between the Respondent and the End User.
- c. Any equipment, accessories or supplies delivered in poor condition, items delivered in excess of the amount authorized by the requisition form, or items not included on the requisition form or purchase order may, at the discretion of the End Users, be

returned to the Respondent's warehouse at the Respondent's expense within thirty (30) days. Credit for returned goods shall be made immediately after the Respondent receives returned goods.

- d. If any purchased product is returned to the Respondent for failure to perform, the Respondent will, at the State's discretion, refund the cost for such product or replace the product, and the following shall apply:
 - i. Within twenty (20) days of written notification by the End User, the Respondent will make arrangements for the return of the product.
 - ii. The Respondent will bear all shipping and insurance costs.
 - iii. The Respondent will be liable for damages to the product, unless caused by fault or negligence of the End User that occur during the return process.
- e. During the warranty period, the awarded Respondent shall adjust, repair, or replace all equipment that is defective or not performing in conformance with the specifications. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units and their installation and any transportation and delivery fees, shall be at Awarded Respondent's expense. Any defective equipment shall be repaired or replaced for End User so that it conforms to the specifications.
- f. The quality of the Respondent's equipment in combination with the service and support network must be sufficient to maintain a reasonable uptime for equipment acquired through this contract. Subject to the duration of the Respondent's maintenance agreement on all equipment provided, whether leased or acquired by outright purchase with maintenance purchased following the warranty, each piece of equipment shall be sufficiently maintained by the Respondent to operate at a level equal to at least ninety-eight (98%) percent of the number of operational business hours for the given month. Operational business hours are defined as 7:00 a.m.-5:00p.m. Eastern Time, Monday through Friday, except for State holidays.
- g. The Respondent shall be periodically required to help End Users or State Vendor Manager analyze, and align machines and services with user needs. With the support from the State, the Respondent understands that it may be necessary to visit and/or contact each agency and/or facility to determine the extent of equipment to be changed over to new leased Equipment and the State agrees to support the Respondent's efforts in that regard. The State will not be charged additional fees for the Respondent's assistance. In the past, the State has typically requested these "right-sizing" studies at lease expiration.

1.4.3.6 Reporting

- a. The Respondent shall provide a standard spend report on quarterly basis which includes, at minimum, for each purchased or leased machine and equipment:
 - i. State agency / local government entity
 - ii. Physical address
 - iii. Description of equipment
 - iv. Category of equipment
 - v. Purchase or Lease
 - vi. Lease Term
 - vii. Monthly payment amount
 - viii. Total payment to date
- b. The standard report must also include the following unique identifying numbers:

- i. Standard configuration number or group associated with the contract
- ii. Lease number
- iii. Purchase number
- iv. Part number

1.4.3.7 Implementation / Transition Requirements

- a. The Respondent will be responsible for training the End User’s staff in the operation of all equipment and software made available by the Respondent, if necessary. An initial training session shall be conducted within three (3) business days of equipment installation or as agreed upon by the Respondent and the End User. The End User will strive to ensure that necessary individuals attend a single initial session, but may request more than one session. This training will occur at no additional charge to the End User or the State.
- b. Subsequent training should be scheduled on an “as needed” basis, including training for any new or updated software. There shall not be any charge to the State for conducting these training sessions:
 - i. Literature: A copy of general specification sheets or literature for any product proposed will be included upon delivery of any and all products to the State. A placard with operating instructions shall also be provided with each machine following delivery and installation.
 - ii. Operating Manual: An operating manual will be furnished for each individual piece of equipment ordered by an End User. Manuals may be provided on CD that the State has the right to copy and distribute for free; however, the Respondent is required to also furnish the manual as a hard copy if requested. The cost for all manuals must be included in the equipment costs. If the Respondent publishes an update to a manual, the updated manual shall be provided by the Respondent free of charge to the State in CD or hard copy, depending on the End User’s preference.
- c. Respondent personnel shall be able to assist End User in selecting digital mailing systems in accordance with the End User’s needs and shall provide quotes based on purchase or lease options and comparisons as requested.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation	This section provides instructions on the format and content

Instruction	of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template for Cost Proposal, Specifications, and Required Accessories
Attachment H	Q&A Template for All Other RFP Questions

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing.

Questions/inquiries related to the cost proposal template items, including cost proposal format and instructions, digital postage meter groups and associated minimum specifications, and required accessories may be submitted in Attachment G, Q&A Template 1 –Cost Proposal, Specifications, and Required Accessories, via email to rfp@idoa.in.gov, by the deadline of **3:00 p.m. Eastern Time on May 22, 2018**.

All questions/inquiries regarding all other aspects of this RFP must be submitted in writing using Attachment G1, Q&A Template 2 – All Other RFP Questions, via email to rfp@idoa.in.gov, by the deadline of **3:00 p.m. Eastern Time on June 08, 2018**.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of IDOA, or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on July 03, 2018**. Each Respondent must submit **one original CD-ROM (marked "Original")** and three (3) complete copies **on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original CD-ROM** will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Austin Jones
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N. Senate Avenue (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **May 15, 2018 at 10:00AM** in **Indiana Government Center South Conference Center Room B**. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority, woman, and Indiana veteran business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises, 8% for Woman Business Enterprises, and 3% for Veteran Business Enterprises have been established and all respondents will

be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The one-year total amount entered in "**TOTAL BID AMOUNT**" should match the one-year total amount found in Section 1.4.2 Current Purchasing Profile.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Each firm may only serve as one classification – MBE, WBE, or IVBE (see section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State’s M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women’s Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT (IVBE)

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. The IVBE Subcontractor Commitment Form is to be submitted alongside the Respondent’s proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran’s Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The one-year total amount entered in “**TOTAL BID AMOUNT**” should match the one-year total amount found in Section 1.4.2 Current Purchasing Profile.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise ([VA OSDDBU](#)) registry or listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in

- the [VA OSDBU](http://www.in.gov/idoa/2352.htm) or IDOA Certified Firm directories <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

**INDIANA VETERAN’S BUSINESS ENTERPRISES RFP SUBCONTRACTOR
LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the “**TOTAL BID AMOUNT**” and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State’s IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key RFP Dates

Activity	Date
Issue of RFP	May 7, 2018
Pre-Proposal Conference	May 15, 2018 at 10:00AM
Deadline to Submit Written Questions for the Cost Proposal, Specifications, and Required Accessories	May 22, 2018 by 3:00 PM EST
Response to Written Questions on Cost Proposal, Specifications, and Required Accessories	June 05, 2018
Deadline to Submit Written Questions for all Other RFP Questions	June 08, 2018 by 3:00 PM EST

Response to Written Questions for all Other RFP Questions	June 13, 2018
Submission of Proposals	July 03, 2018 by 3:00 PM EST
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	TBD

1.25 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO

PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the**

proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.16).

Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this

section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested

in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business under IC 4-13-16.5-1 and Executive Order 13-04 and IC 5-22-14-3.5. See Sections 1.21, 1.22 and Attachments A/A1 for Minority, Women, and Veteran Business information.

2.3.10 General Information

Each Respondent must enter your company's general information including contact information.

2.3.11 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.12 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.13 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

2.3.14 Payment

Respondent should be able to accept payment by credit card as an optional form of payment, but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card.

Please demonstrate how your company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

2.5 COST PROPOSAL

The Cost Proposal Template is Attachment D.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Cost Proposal Narrative

The Respondent should provide a brief narrative (not longer than two pages) in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal. For example, evaluators will expect detailed explanation of *Maintenance and Support* to correspond to *Maintenance and Support items* if described in the Technical Proposal.

Cost Assumptions, Conditions and Constraints

The respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules. It is of particular importance to describe any assumptions made by the respondent in the development of the respondent's Technical Proposal that have a material impact on price. It is in the best interest of the respondent to make explicit the assumptions, conditions, and/or constraints that underlie the values presented on the Cost Schedules. Assumptions, conditions or constraints that conflict with the RFS requirements are not acceptable.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E, Section 2.3.14 (Respondent will only be evaluated on the criteria selected/cited from IC 5-22-15-20.5). Additionally, Respondents that wish to claim the Buy Indiana preference (for any criteria listed below) must have an email confirmation of their Buy Indiana status provided by buyindianainvest@idoa.in.gov included in the proposal response. The email confirmation must have been provided from within one year prior to the proposal due date.

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.

(5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA for further action, such as contract negotiations. If, however, IDOA and decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	35 available points
3. Cost (Cost Proposal)	40 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

3.2.2 Management Assessment/Quality – 35 available points

3.2.3 Price – 40 available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 40 points. The normalization formula is as follows:

- *Respondent's Cost Score = (Lowest Cost Proposal / Total Cost of Proposal) X 40*

3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based

on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent’s commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent’s commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent’s commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent’s commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

EXHIBIT F: Pitney Bowes Terms

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

The Terms provided in this exhibit, our privacy statement (the “**Privacy Statement**”) and the executed Purchase Order (the “**Order**”) make up your Lease Agreement with Pitney Bowes (this “**Lease Agreement**”). The [Privacy Statement](https://www.pitneybowes.com/us/legal/privacy-statement.html) explains how we use your information and can be found here, <https://www.pitneybowes.com/us/legal/privacy-statement.html>. The Contractor shall notify end user, in writing, upon any update to the Privacy Statement. A copy of this Exhibit F shall be available at <https://www.pitneybowes.com/us/state-and-local-government-solutions/states.html> for the Ordering Agency. Post sale, the Contractor shall provide each ordering entity an information handout that will contain the privacy statement link and any other pertinent information regarding their Order.

DEFINITIONS

“**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device, that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”): USPS mandated processed associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 25; and the Softguard Program outlined in Section 27. “**Equipment**” means the equipment listed on the Order, excluding any Meter, standalone software, and SendKit equipment which is provided in connection with a subscription for the SendPro service, and any equipment provided in replacement of Covered Equipment under Section 18(a)(ii). “**Lease**” means Lease terms and conditions set out in Sections 10 through 16.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself.

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the PBI Service Level Agreement set out in Sections 17 through 22 (the “**PBI SLA**”) will be performed in a professional and workmanlike manner.
- (c) Your sole remedy for a warranty claim is to have us repair or replace the PBI Equipment or, in the case of defective Service, reperform the Service.
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s

control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control. The warranty also does not apply if someone other than us services the equipment, you don't use required software updates, you use the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or you use third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.

(f) The warranty doesn't cover ink, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").

(g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

2. Limitation of Liability - Deleted by mutual agreement of both parties.

3. Default and Remedies

(a) If you are in default of the Agreement and have not cured such default within thirty (30) days written notice, then Company shall have the following options:

- (i) cancel this Agreement;
- (ii) require you to pay to us immediately all amounts payable under the Lease, whether then due or payable in the future
- (iii) disable the Meter;
- (iv) require you to return the Equipment, and Meter, and delete or remove software; and deny you access to the software;
- (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us; and
- (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

If applicable to a local governmental entity, the ordering entity agrees to pay PBI for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by payment terms, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation.

5. Embedded Software: Application

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. IDOA Vendor Management shall review these terms prior to PBI providing a quote to the ordering entity. Technical support for embedded software will be given according to the PBI SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

6. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

7. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

8. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

9. Miscellaneous

- (a) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (b) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (c) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (d) Payments aren't subject to setoff or reduction.
- (e) We can only change this Agreement if we both agree to do so in writing through an amendment to the State's Professional Services Contract. You may use a Purchase Order to offer to obtain equipment or services but none of its provisions will modify or supersede these

provisions unless we expressly agree in writing through the State's Professional Services Contract. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(f) We may deliver any notice and other communication, to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using.

(l) You agree to comply with all applicable export control laws and regulations.

LEASE TERMS

10. Lease of Equipment; Provider of Leasing Services – Deleted by mutual agreement of both parties

11. Payment Terms – Deleted by mutual agreement of both parties

12. End of Lease Options – Deleted by mutual agreement of both parties

13. WARRANTY AND LIMITATION OF LIABILITY – Deleted by mutual agreement of both parties

14. Equipment Obligations – Deleted by mutual agreement of both parties

15. Risk of Loss and ValueMAX®Program – Deleted by mutual agreement of both parties

16. Other Lease Terms – Deleted by mutual agreement of both parties

PBI SERVICE LEVEL AGREEMENT

17. Applicability of PBI SLA

This PBI SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000 (the covered equipment is called "**Covered Equipment**").

18. PBI Service Level Options

(a) (i) If you sign up for **Standard PBI SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 19) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding State observed holidays, in the time zone where the Equipment or other items are located. Weekend remote support will be made available with advance notice by you to PBI at an additional cost.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

(b) If you are eligible to receive **Performance PBI SLA** under our policies and you sign up for Performance PBI SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard PBI SLA; (ii) one two-hour application consultation for your mailing and shipping needs; and (iii) admission for one person to a PBI mail management seminar. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 6 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard PBI SLA and we will adjust the PBI SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard PBI SLA and Performance PBI SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

19. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "**Termination Notice**") at least thirty days prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number and lease number (if applicable). PBI reserves the right not to renew your PBI SLA for any reason.

20. PBI SLA Fees

You will pay the PBI SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the PBI SLA fees after the Initial Service Term, with thirty days written notice to the lessee, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "**Overage**"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists.

21. Service Changes

PBI may modify its Service by giving forty-five days written notice to you (a “**Service Change Notice**”), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 19 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

22. Additional Service Terms

You can’t elect to have Service apply to some but not all of the items of Equipment. Service doesn’t include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI’s then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the PBI SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI’s current rates. Standard PBI SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

23. Equipment Rental and Meter Services

(a) If you aren’t leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental (“**rental**”) and Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the rental and/or Meter Services fees upon at least 30 days’ prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, the rental term and Meter Services term will automatically renew for successive 12-month extensions. If you don’t wish to renew the rental term or Meter Services term, you must deliver a written notice to us at least 60 days prior to the renewal of the rental term or Meter Services term, as applicable, to the address in Section 19 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and meter Services agreement in their original condition, reasonable wear and tear excepted.

24. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “**Bank**”) for deposit into your Postage By Phone® Reserve Account that you maintain with the Bank (your “**Reserve Account**”) or you may transfer funds to the United States Postal Service (the “**USPS**”) through a lockbox bank (a “**Lockbox Bank**”). See the “USPS Acknowledgment of Deposit” below for more information. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

25. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

26. Terms of Use of Meter; Federal Regulations

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

27. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

28. Collection of Information

You authorize us to access and download information from your Meter or from your PC postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other authorized governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage, which has been anonymized, with third parties.

29. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

30. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a meter. The USPS requires that we use specific language. The “acknowledgement of deposit” terms are as follows:

(a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, (a “**Deposit**”), or you may transfer funds to the Bank for deposit into your Reserve Account.

(b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as “United States Postal Service CMRS-PB” or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

(c) Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

(d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

(e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

(f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

(g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

(h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

(i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

31. Purchase Power Program

(a) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the “**Program**”), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.

(b) Your Purchase Power account (the “**Account**”) will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those

relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

(c) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

(d) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2017, the daily periodic rate would be .05137% and the corresponding annual percentage rate would be 18.75%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

(e) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.

(f) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.

(g) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

(h) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account, the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

32. Software

If you are acquiring an on- premise software license or on-demand subscription services, including pbSmartPostage™, Relay™ Communications Hub, and SendPro, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

EXHIBIT G: Contractor's Section 508 Compliance associated PATS

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

PLEASE SEE ATTACHED

VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE

The following table summarizes the compliance of this product with the Section 508 accessibility requirements. The table is from the Information Technology Industry Council.

Date: September 2004

Name of Product: Pitney Bowes DM400i

Contact for more Information: [contact person at product vendor]

Note 1: Scope of evaluation includes normal walk-up functionality and two maintenance tasks. The maintenance tasks included are changing the tape and filling the sealant bottles.

Summary Table Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and Explanations
Section 1194.21 Software Applications and Operating Systems	Not applicable	
Section 1194.22 Web-based internet information and applications	Not applicable	
Section 1194.23 Telecommunications Products	Not applicable	
Section 1194.24 Video and Multi-media Products	Not applicable	
Section 1194.25 Self-Contained, Closed Products	Supports with exceptions	See table below.
Section 1194.26 Desktop and Portable Computers	Not applicable	
Section 1194.31 Functional Performance Criteria	Does not support	See table below.
Section 1194.41 Information, Documentation, and Support	Does not support	See table below.

**Section 1194.25 Self-Contained, Closed Products - Detail
Voluntary Product Accessibility Template**

Criteria	Supporting Features	Remarks and Explanations
(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.	Supports with exceptions	<ul style="list-style-type: none"> ▪ Users without vision cannot utilize the panel controls. ▪ Users with low vision may require magnifying devices.
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Fully supports	<ul style="list-style-type: none"> ▪ All timed responses are adjustable by the user. ▪ Alerts are not provided, and the user is not given the opportunity to request additional time, but most timeout periods can be set sufficiently long, and some items can be set to not time out.
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).	Supports with exceptions Note: This criterion is interpreted to include all controls.	<ul style="list-style-type: none"> ▪ Not all settings are visually and tactilely discernible.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not applicable	<ul style="list-style-type: none"> ▪ This device does not require biometric forms of identification.
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Not applicable	<ul style="list-style-type: none"> ▪ Primary auditory output is in the form of beeps, for which there is no need to interrupt, pause, or restart.

Voluntary Product Accessibility Templates

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Freedom of Information Act (FOIA) Exception: Pursuant to 39 C.F.R. Section 265.8, this information is designated confidential and privileged business information within the meaning of all applicable exemptions

**Section 1194.25 Self-Contained, Closed Products - Detail
Voluntary Product Accessibility Template**

Criteria	Supporting Features	Remarks and Explanations
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Not applicable	<ul style="list-style-type: none"> ▪ This device does not deliver voice output.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Fully supports	<ul style="list-style-type: none"> ▪ This device does not rely on the use of color coding.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Not applicable	<ul style="list-style-type: none"> ▪ This device provides a contrast adjustment but the display is monochromatic.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Supports with exceptions	<ul style="list-style-type: none"> ▪ No instances of flicker were identified.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are	Not applicable	

Voluntary Product Accessibility Templates

Pitney Bowes Inc. Proprietary & Confidential - Global Design & Usability

Freedom of Information Act (FOIA) Exception: Pursuant to 39 C.F.R. Section 265.8, this information is designated confidential and privileged business information within the meaning of all applicable exemptions

Section 1194.25 Self-Contained, Closed Products - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and Explanations
freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Not applicable	
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Not applicable	
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Not applicable	

Section 1194.31 Functional Performance Criteria - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and Explanations
(a) At least one mode of operation	Does not support	▪ Primary control mechanism

**Section 1194.31 Functional Performance Criteria - Detail
Voluntary Product Accessibility Template**

Criteria	Supporting Features	Remarks and Explanations
and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		is a panel control which changes depending on the selected option.
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports with exceptions	<ul style="list-style-type: none"> ▪ No audio (voice) output is provided. ▪ A person with 20/70 vision should be able to read the display from about 10 inches away. ▪ A person with visual acuity significantly less than 20/70 would be unlikely to be able to read the display without assistive devices.
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Fully supports	<ul style="list-style-type: none"> ▪ This device does not deliver voice output.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Not applicable	<ul style="list-style-type: none"> ▪ Auditory information is not essential for use of this product.
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.	Fully supports	<ul style="list-style-type: none"> ▪ User speech is not required for use of this device.
(f) At least one mode of operation and information retrieval that does	Supports with exceptions	<ul style="list-style-type: none"> ▪ Some activities require simultaneous actions.

Voluntary Product Accessibility Templates

Pitney Bowes Inc. Proprietary & Confidential - Global Design & Usability

Freedom of Information Act (FOIA) Exception: Pursuant to 39 C.F.R. Section 265.8, this information is designated confidential and privileged business information within the meaning of all applicable exemptions

Section 1194.31 Functional Performance Criteria - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and Explanations
not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Section 1194.41 Information, Documentation, and Support - Detail Voluntary Product Accessibility Template		
Criteria	Supporting Features	Remarks and Explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.	Does not support	<ul style="list-style-type: none"> ▪ Documentation in alternate formats is not readily available upon request.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Fully supports	<ul style="list-style-type: none"> ▪ A list of accessibility and compatibility features of the product is available upon request.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Not tested – information not available	

VPAT®
Voluntary Product Accessibility Template®

Version 1.0 - July 2016

The following table summarizes the compliance of this product with the Section 508 accessibility requirements. The table is from the Information Technology Industry Council.

Date: November 2017

Name of Product: SendKit (Brother QL-1050LE label printer, USB scale, and SendPro Online Application)

Contact for More Information: [\[contact person at product vendor\]](#)

Note 1: Scope of evaluation includes normal walk-up functionality only; it does not include maintenance/troubleshooting components that would typically be performed by a technician or someone with specialized knowledge. Some routine maintenance activities that might be expected to be performed by the end user are considered.

Note 2: This VPAT assumes that the device is intended for use in an environment where the user(s) will be responsible for basic maintenance activities, such as refilling label rolls.

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Not Applicable	The SendKit is not a software application or an operating system.
Section 1194.22 Web-based Internet Information and Applications	Supports With Exceptions	The SendKit works in conjunction with the SendPro Online Application. The SendKit fully supports 7 of 12 applicable sections, and supports 5 of 12 applicable sections with exceptions. See the table below for more details.
Section 1194.23 Telecommunications Products	Not Applicable	The SendKit is not a telecommunications product.
Section 1194.24 Video and Multi-media Products	Not Applicable	The SendKit is not a video or multimedia product.
Section 1194.25 Self-Contained, Closed Products	Supports With Exceptions	The SendKit fully supports 7 of 9 applicable sections and

		<p>supports 2 of 9 applicable sections with exceptions.</p> <p>See the table below for more details.</p>
Section 1194.26 Desktop and Portable Computers	Not Applicable	The SendKit is not a desktop or portable computer.
Section 1194.31 Functional Performance Criteria	Supports With Exceptions	<p>The SendKit fully supports 3 of 5 applicable sections, supports 2 of 5 applicable sections with exceptions, and does not support 1 of 5 applicable sections.</p> <p>See the table below for more details.</p>
Section 1194.41 Information, Documentation and Support	Fully Supports	<p>The SendKit fully supports 3 of 3 sections.</p> <p>See the table below for more details.</p>

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Section 1194.22 Web-based Internet information and applications – Detail

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Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports With Exceptions	In some cases, the text equivalent is not available to the screen reader. For example, text based graphical logos do not have a text based description beyond the generic label "button".
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not Applicable	There are no multimedia presentations present on the SendPro Online Application.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Fully Supports	The SendPro Online Application does not rely on the use of color as a single source of coding information.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Fully Supports	The SendPro Online Application does not require the use of an associated style sheet.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable	The SendPro Online Application does not contain server-side image maps.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Fully Supports	The SendPro Online Application does not contain server-side image maps.
(g) Row and column headers shall be identified for data tables.	Supports With Exceptions	Some data tables do not contain row headers and some data tables do not contain row or column headers. For example, the "Track your Packages" data table on the front page does not contain labels identifying the rows and columns. However, rows and columns are not labeled

		visually either.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supports With Exceptions	In some cases, such as the history data table, markup is not provided.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Fully Supports	Frames, if used, are titled.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Fully Supports	The SendPro Online Application does not contain instances of flicker.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not Applicable	A text only page is not provided.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Supports With Exceptions	In some cases, information generated from a database is not fully marked for accessibility. For example, some of the information in the shipment history table does not have relationships defined between the tables and the table elements and the relationships cannot be read by common assistive technologies.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Supports With Exceptions	The SendPro Online Application provides a link to an application used to print stamp sheets and envelopes with stamps. However, installation of the application is not required to print shipping labels.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Fully Supports	All electronic forms can be completed by individuals using common assistive technologies.

(o) A method shall be provided that permits users to skip repetitive navigation links.	Not Applicable	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Fully Supports	The SendPro Online Application does not require a timed response.

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.25 Self-Contained, Closed Products – Detail

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Criteria	Supporting Features	Remarks and explanations
<p>(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.</p>	<p>Supports With Exceptions</p>	<p>No assistive technologies are required to use the product. Users without vision will not be able to see some indicator lights on the printer.</p> <p>Users may use the SendPro Online Application to complete some of the functions that would otherwise require the user to utilize the touchscreen interface.</p>
<p>(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</p>	<p>Fully Supports</p>	<p>No timeouts are present.</p>
<p>(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).</p>	<p>Not Applicable</p>	<p>The SendKit does not utilize a touchscreen or contact sensitive controls.</p>
<p>(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.</p>	<p>Not Applicable</p>	<p>This device does not require biometric forms of identification.</p>
<p>(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.</p>	<p>Not Applicable</p>	<p>The SendKit does not generate audio.</p>
<p>(f) When products deliver voice output in a public area, incremental volume control</p>	<p>Not Applicable</p>	<p>The SendKit does not generate voice output.</p>

shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports with Exceptions	The SendKit label printer utilizes an LED indicator that uses color to provide information.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Fully Supports	No options are provided for adjusting color or contrast of the user interface.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Fully Supports	No flicker between 2 Hz and 55 Hz was detected.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Fully Supports	The position of the operable controls of the device meet the measurement criteria. The height of the operable controls depends, in part, on the operable surface upon which the device is installed. The device is intended to be installed on a ADA conformant work surface. If installed correctly all operable controls will meet the measurement criteria.
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference	Fully Supports	All controls 10" or less behind the reference plane are between 15" and 54" above the floor when the device is positioned on an appropriate work surface.

<p>plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.</p>		
<p>(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.</p>	<p>Fully Supports</p>	<p>All controls 10" or more but less than 24" behind the reference plane are between 15" and 46" above the floor when the device is positioned on an appropriate work surface.</p>
<p>(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.</p>	<p>Fully Supports</p>	<p>There are no user-operable controls located more than 24" behind the reference plane.</p>

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Section 1194.31 Functional Performance Criteria – Detail

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Criteria	Supporting Features	Remarks and explanations
<p>(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>	<p>Supports With Exceptions</p>	<p>Basic operation of the device is possible without vision to the extent supported by the accessibility of the SendPro Online Application.</p> <p>Some error indicators require vision such as the SendKit label printer LED indicator. The information provided by the indicator may not be provided elsewhere. In some circumstances, the error condition may be indicated in an accessible way on the computer that is connected to the label printer.</p> <p>The ON/OFF indicator can be visually discernible but the state cannot be determined by touch or sound.</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	<p>Fully Supports</p>	<p>Many of the symbols embossed on the panel are difficult to see because of low contrast even though they are adequately sized for viewing.</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	<p>Fully Supports</p>	<p>The user interface does not require user hearing.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in</p>	<p>Not Applicable</p>	<p>Audio information is not important for the use of the product.</p>

<p>an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>		
<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	<p>Fully Supports</p>	<p>User speech is not required for use of this device.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	<p>Supports With Exceptions</p>	<p>In general, typical operations do not require fine motor controls or simultaneous actions. Typical operations are compatible with users with limited strength. However, there are some maintenance operations that may be performed by the end user that may require additional user capabilities.</p> <p>Reloading the label roll requires users to open the top cover of the printer. The force required to open the cover is approximately 73.5N exceeding the functional ability of users with limited strength.</p>

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Section 1194.41 Information, Documentation and Support – Detail
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Criteria	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Fully Supports	An electronic version of the documentation is available.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Fully Supports	A list of accessibility and compatibility features of the product is available upon request.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Fully Supports	Customer service professionals are accessible via email or by phone.

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VPAT®
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Version 1.0 - July 2016

The following table summarizes the compliance of this product with the Section 508 accessibility requirements. The table is from the Information Technology Industry Council.

Date: November 2017

Name of Product: SendPro C 200/300/400

Contact for More Information: [contact person at product vendor]

Note 1: Scope of evaluation includes normal walk-up functionality only; it does not include maintenance/troubleshooting components that would typically be performed by a technician or someone with specialized knowledge. Some routine maintenance activities that might be expected to be performed by the end user are considered.

Note 2: Device testing for this VPAT was performed on a pre-release SendPro C 200/300/400.

Note 3: This VPAT assumes that the device is intended for use in an environment where the user(s) will be responsible for basic maintenance activities, such as refilling label rolls.

Note 4: This VPAT covers hardware and on-screen software issues only. Optional companion software is not considered in this VPAT.

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Not Applicable	The SendPro C 200/300/400 is not a software application or an operating system.
Section 1194.22 Web-based Internet Information and Applications	Supports With Exceptions	<p>The SendPro C 200/300/400 works in conjunction with the SendPro Online Application. Many user operations can be performed in the online application and printed on the SendPro C 200/300/400.</p> <p>The SendPro C 200/300/400 fully supports 7 of 12 applicable sections, and supports 5 of 12 applicable sections with exceptions.</p> <p>See the table below for</p>

		more details.
Section 1194.23 Telecommunications Products	Not Applicable	The SendPro C 200/300/400 is not a telecommunications product.
Section 1194.24 Video and Multi-media Products	Does Not Support	The SendPro C 200/300/400 does not support 3 of 3 applicable sections. See the table below for more details.
Section 1194.25 Self-Contained, Closed Products	Supports With Exceptions	The SendPro C 200/300/400 fully supports 7 of 12 applicable sections, supports 2 of 12 applicable sections with exceptions, and does not support 3 of 12 applicable sections. See the table below for more details.
Section 1194.26 Desktop and Portable Computers	Not Applicable	The SendPro C 200/300/400 is not a desktop or portable computer.
Section 1194.31 Functional Performance Criteria	Supports With Exceptions	The SendPro C 200/300/400 fully supports 1 of 5 applicable sections, supports 4 of 5 applicable sections with exceptions, and does not support 1 of 5 applicable sections. See the table below for more details.
Section 1194.41 Information, Documentation and Support	Fully Supports	The SendPro C 200/300/400 fully supports 3 of 3 sections. See the table below for more details.

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Section 1194.22 Web-based Internet information and applications – Detail

VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).	Supports With Exceptions	In some cases, the text equivalent is not available to the screen reader. For example, text based graphical logos do not have a text based description beyond the generic label "button".
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.	Not Applicable	There are no multimedia presentations present on the SendPro Online Application.
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.	Fully Supports	The SendPro Online Application does not rely on the use of color as a single source of coding information.
(d) Documents shall be organized so they are readable without requiring an associated style sheet.	Fully Supports	The SendPro Online Application does not require the use of an associated style sheet.
(e) Redundant text links shall be provided for each active region of a server-side image map.	Not Applicable	The SendPro Online Application does not contain server-side image maps.
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.	Fully Supports	The SendPro Online Application does not contain server-side image maps.
(g) Row and column headers shall be identified for data tables.	Supports With Exceptions	Some data tables do not contain row headers and some data tables do not contain row or column headers. For example, the "Track your Packages" data table on the front page does not contain labels identifying the rows and columns. However, rows and columns are not labeled

		visually either.
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.	Supports With Exceptions	In some cases, such as the history data table, markup is not provided.
(i) Frames shall be titled with text that facilitates frame identification and navigation	Fully Supports	Frames, if used, are titled.
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Fully Supports	The SendPro Online Application does not contain instances of flicker.
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.	Not Applicable	A text only page is not provided.
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.	Supports With Exceptions	In some cases, information generated from a database is not fully marked for accessibility. For example, some of the information in the shipment history table does not have relationships defined between the tables and the table elements and the relationships cannot be read by common assistive technologies.
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).	Supports With Exceptions	The SendPro Online Application provides a link to an application used to print stamp sheets and envelopes with stamps. However, installation of the application is not required to print shipping labels.
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.	Fully Supports	All electronic forms can be completed by individuals using common assistive technologies.

(o) A method shall be provided that permits users to skip repetitive navigation links.	Not Applicable	
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.	Fully Supports	The SendPro Online Application does not require a timed response.

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.24 Video and Multi-media Products – Detail

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Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
<p>a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.</p>	<p>Not Applicable</p>	<p>The SendPro C 200/300/400 is not an analog television.</p>
<p>(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.</p>	<p>Not Applicable</p>	<p>The SendPro C 200/300/400 does not contain a television tuner.</p>
<p>(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed</p>	<p>Does Not Support</p>	<p>Training and instruction videos are provided via menu selection. The videos are hosted by YouTube and accessed over a connection to the internet. There are no exposed video player controls beyond what is required for playback. The training and</p>

captioned.		instructional videos are either not closed captioned or the captioning has been disabled.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Does Not Support	Training and instruction videos are provided via menu selection. The videos are hosted by YouTube and accessed over the internet. There are no exposed video player controls beyond what is required for playback. The training and instructional videos are either not audio described or the audio track containing the audio description has been disabled.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Does Not Support	The user interface does not provide controls for selecting alternative text presentations or activating audio descriptions.

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Section 1194.25 Self-Contained, Closed Products – Detail

VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
<p>(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.</p>	<p>Supports With Exceptions</p>	<p>No assistive technologies are required to use the product. Users without vision will not be able to operate the touchscreen. Users with low vision may require the use of a magnifying glass to see some of the smaller fonts used in the user interface.</p> <p>Users may use the SendPro Online Application to complete some of the functions that would otherwise require the user to utilize the touchscreen interface.</p>
<p>(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</p>	<p>Does Not Support</p>	<p>Timeouts are not adjustable. When timeouts occur, such as on the enter password screen, the user is not allowed to request additional time.</p>
<p>(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).</p>	<p>Supports With Exceptions</p>	<p>All non-maintenance mechanically-operated controls and keys are tactilely discernible without activating the controls or keys. The front power button is almost flush with the front panel but it is still tactilely discernible by sliding a finger across the panel. Controls on the control panel are operable with one hand without tight grasping, pinching, or twisting of the wrist.</p> <p>Less than five pounds of force is required to activate all non-maintenance controls. More than five pounds of force is required to operate some maintenance features that might be completed by the end user such as clearing a jam or replacing an ink</p>

		<p>cartridge.</p> <p>The status of all locking or toggle controls is visually discernible. Some are only visually discernible, such as the front panel power button.</p> <p>Note: This item was evaluated for all device controls, as it is believed that was the intent of the criteria.</p>
<p>(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.</p>	Not Applicable	<p>This device does not require biometric forms of identification.</p>
<p>(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.</p>	Does Not Support	<p>The SendPro C 200/300/400 generates audio output when training or instructional videos are played. The device does not have an industry standard connector to support private listening. The audio may be interrupted, paused, and restarted at any time using the onscreen video playback controls.</p>
<p>(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.</p>	Does Not Support	<p>The SendPro C 200/300/400 generates audio below 65 dB and is not adjustable.</p>
<p>(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>	Fully Supports	<p>The SendPro C 200/300/400 does not rely on color coding as the only means of conveying information.</p>
<p>(h) When a product permits a user to adjust color and contrast settings, a range of</p>	Fully Supports	<p>No options are provided for adjusting color or contrast of the user interface.</p>

color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.	Fully Supports	No flicker between 2 Hz and 55 Hz was detected.
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Fully Supports	<p>The position of the operable controls of the device meet the measurement criteria.</p> <p>The height of the operable controls depends, in part, on the operable surface upon which the device is installed. The device is intended to be installed on a ADA conformant work surface. If installed correctly all operable controls will meet the measurement criteria.</p> <p>The main power toggle is located behind the device and reach is obstructed. However, the power of the device can be operated by the front panel and the main power toggle does not need to be operated after initial configuration.</p>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Fully Supports	All controls 10" or less behind the reference plane are between 15" and 54" above the floor when the device is positioned on an appropriate work surface.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above	Fully Supports	All controls 10" or more but less than 24" behind the reference plane are between 15" and 46" above the floor when the device is positioned on an appropriate work surface.

the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.	Fully Supports	There are no user-operable controls located more than 24" behind the reference plane.

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Section 1194.31 Functional Performance Criteria – Detail

VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
<p>(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.</p>	<p>Supports With Exceptions</p>	<p>Basic operation of the device is not possible without vision. The primary user interface, the touchscreen display, is not accessible to people who are blind. The font size of some labels on the touchscreen display may make it difficult for people with low vision to interact with the display.</p> <p>Users may use the SendPro Online Application to complete some of the functions that would otherwise require the user to utilize the touchscreen interface.</p>
<p>(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.</p>	<p>Supports With Exceptions</p>	<p>The control panel buttons and indicators are labeled with large symbols. The font size for the touchscreen display ranges from 3/16 inches to 1/16 inches. The smaller font sizes may be difficult to read for users with limited vision.</p> <p>A magnifying glass could also be used to view the control panel if necessary.</p>
<p>(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided</p>	<p>Supports With Exceptions</p>	<p>The primary user interface does not require user hearing. However, help and instructional video do require user hearing. Closed captioning is not available on the help and instructional videos.</p>
<p>(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.</p>	<p>Does Not Support</p>	<p>Alternative methods of information retrieval for help and instructional videos are not supported.</p>

<p>(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.</p>	<p>Fully Supports</p>	<p>User speech is not required for use of this device.</p>
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	<p>Supports With Exceptions</p>	<p>In general, typical operations do not require fine motor controls or simultaneous actions. Typical operations are compatible with users with limited strength. However, there are some maintenance operations that may be performed by the end user that may require additional user capabilities.</p> <p>Operating the jam release lever requires more than 5 pounds of force to release and re-engage the lever. The jam release lever would need to be operated if the device jams. Although this is a maintenance function, it is anticipated that the end user would clear the jam themselves rather than rely on a maintenance technician or another specially trained individual.</p> <p>Reloading the label roll requires users to simultaneously hold the label roll spindles open and to insert/align the paper roll with the paper roll spindles. This action requires both simultaneous actions and fine motor control. Although this is a maintenance function, it is anticipated that the end user would reload the label roll themselves rather than rely on a maintenance technician or other specially trained individual.</p> <p>Replacing the ink cartridge requires more than 5 pounds of force to operate the ink guard. Although this is a</p>

		maintenance function, it is anticipated that the end user would replace the ink cartridge themselves rather than rely on a maintenance technician or other specially trained individual.
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Section 1194.41 Information, Documentation and Support – Detail
VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Fully Supports	An electronic version of the documentation is available.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Fully Supports	A list of accessibility and compatibility features of the product is available upon request.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Fully Supports	Customer service professionals are accessible via email or by phone.

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VPAT®
Voluntary Product Accessibility Template®

Version 1.0 - July 2016

The following table summarizes the compliance of this product with the Section 508 accessibility requirements. The table is from the Information Technology Industry Council.

Date: November 2017

Name of Product: SendPro C 200/300/400

Contact for More Information: [\[contact person at product vendor\]](#)

Note 1: Scope of evaluation includes normal walk-up functionality only; it does not include maintenance/troubleshooting components that would typically be performed by a technician or someone with specialized knowledge. Some routine maintenance activities that might be expected to be performed by the end user are considered.

Note 2: Device testing for this VPAT was performed on a pre-release SendPro C 200/300/400.

Note 3: This VPAT assumes that the device is intended for use in an environment where the user(s) will be responsible for basic maintenance activities, such as refilling label rolls.

Note 4: This VPAT covers hardware and on-screen software issues only. Optional companion software is not considered in this VPAT.

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems	Not Applicable	The SendPro C 200/300/400 is not a software application or an operating system.
Section 1194.22 Web-based Internet Information and Applications	Not Applicable	The SendPro C 200/300/400 is not a web-based application.
Section 1194.23 Telecommunications Products	Not Applicable	The SendPro C 200/300/400 is not a telecommunications product.
Section 1194.24 Video and Multi-media Products	Does Not Support	The SendPro C 200/300/400 does not support 3 of 3 applicable sections. See the table below for more details.
Section 1194.25 Self-Contained, Closed Products	Supports With Exceptions	The SendPro C 200/300/400 fully supports 7 of 12 applicable sections, supports 2 of 12

		<p>applicable sections with exceptions, and does not support 3 of 12 applicable sections.</p> <p>See the table below for more details.</p>
Section 1194.26 Desktop and Portable Computers	Not Applicable	The SendPro C 200/300/400 is not a desktop or portable computer.
Section 1194.31 Functional Performance Criteria	Supports With Exceptions	<p>The SendPro C 200/300/400 fully supports 1 of 5 applicable sections, supports 3 of 5 applicable sections with exceptions, and does not support 2 of 5 applicable sections.</p> <p>See the table below for more details.</p>
Section 1194.41 Information, Documentation and Support	Fully Supports	<p>The SendPro C 200/300/400 fully supports 3 of 3 sections.</p> <p>See the table below for more details.</p>

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Section 1194.24 Video and Multi-media Products – Detail

VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
<p>a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.</p>	<p>Not Applicable</p>	<p>The SendPro C 200/300/400 is not an analog television.</p>
<p>(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.</p>	<p>Not Applicable</p>	<p>The SendPro C 200/300/400 does not contain a television tuner.</p>
<p>(c) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed</p>	<p>Does Not Support</p>	<p>Training and instruction videos are provided via menu selection. The videos are hosted by YouTube and accessed over a connection to the internet. There are no exposed video player controls beyond what is required for playback. The training and</p>

captioned.		instructional videos are either not closed captioned or the captioning has been disabled.
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.	Does Not Support	Training and instruction videos are provided via menu selection. The videos are hosted by YouTube and accessed over the internet. There are no exposed video player controls beyond what is required for playback. The training and instructional videos are either not audio described or the audio track containing the audio description has been disabled.
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.	Does Not Support	The user interface does not provide controls for selecting alternative text presentations or activating audio descriptions.

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Section 1194.25 Self-Contained, Closed Products – Detail

VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
<p>(a) Self contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.</p>	<p>Supports With Exceptions</p>	<p>No assistive technologies are required to use the product. Users without vision will not be able to operate the touchscreen. Users with low vision may require the use of a magnifying glass to see some of the smaller fonts used in the user interface.</p>
<p>(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</p>	<p>Does Not Support</p>	<p>Timeouts are not adjustable. When timeouts occur, such as on the enter password screen, the user is not allowed to request additional time.</p>
<p>(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).</p>	<p>Supports With Exceptions</p>	<p>All non-maintenance mechanically-operated controls and keys are tactilely discernible without activating the controls or keys. The front power button is almost flush with the front panel but it is still tactilely discernible by sliding a finger across the panel. Controls on the control panel are operable with one hand without tight grasping, pinching, or twisting of the wrist.</p> <p>Less than five pounds of force is required to activate all non-maintenance controls. More than five pounds of force is required to operate some maintenance features that might be completed by the end user such as clearing a jam or replacing an ink cartridge.</p> <p>The status of all locking or toggle controls is visually discernible. Some are only visually discernible, such as the front panel power button.</p>

		Note: This item was evaluated for all device controls, as it is believed that was the intent of the criteria.
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.	Not Applicable	This device does not require biometric forms of identification.
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.	Does Not Support	The SendPro C 200/300/400 generates audio output when training or instructional videos are played. The device does not have an industry standard connector to support private listening. The audio may be interrupted, paused, and restarted at any time using the onscreen video playback controls.
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.	Does Not Support	The SendPro C 200/300/400 generates audio below 65 dB and is not adjustable.
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Fully Supports	The SendPro C 200/300/400 does not rely on color coding as the only means of conveying information.
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.	Fully Supports	No options are provided for adjusting color or contrast of the user interface.
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater	Fully Supports	No flicker between 2 Hz and 55 Hz was detected.

than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.	Fully Supports	<p>The position of the operable controls of the device meet the measurement criteria.</p> <p>The height of the operable controls depends, in part, on the operable surface upon which the device is installed. The device is intended to be installed on a ADA conformant work surface. If installed correctly all operable controls will meet the measurement criteria.</p> <p>The main power toggle is located behind the device and reach is obstructed. However, the power of the device can be operated by the front panel and the main power toggle does not need to be operated after initial configuration.</p>
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.	Fully Supports	All controls 10" or less behind the reference plane are between 15" and 54" above the floor when the device is positioned on an appropriate work surface.
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.	Fully Supports	All controls 10" or more but less than 24" behind the reference plane are between 15" and 46" above the floor when the device is positioned on an appropriate work surface.
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply	Fully Supports	There are no user-operable controls located more than 24" behind the reference plane.

with the following: Operable controls shall not be more than 24 inches behind the reference plane.



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Section 1194.31 Functional Performance Criteria – Detail

VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.	Does Not Support	Basic operation of the device is not possible without vision. The primary user interface, the touchscreen display, is not accessible to people who are blind. The font size of some labels on the touchscreen display may make it difficult for people with low vision to interact with the display.
(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.	Supports With Exceptions	The control panel buttons and indicators are labeled with large symbols. The font size for the touchscreen display ranges from 3/16 inches to 1/16 inches. The smaller font sizes may be difficult to read for users with limited vision. A magnifying glass could also be used to view the control panel if necessary.
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided	Supports With Exceptions	The primary user interface does not require user hearing. However, help and instructional video do require user hearing. Closed captioning is not available on the help and instructional videos.
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.	Does Not Support	Alternative methods of information retrieval for help and instructional videos are not supported.
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be	Fully Supports	User speech is not required for use of this device.

provided.		
<p>(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.</p>	<p>Supports With Exceptions</p>	<p>In general, typical operations do not require fine motor controls or simultaneous actions. Typical operations are compatible with users with limited strength. However, there are some maintenance operations that may be performed by the end user that may require additional user capabilities.</p> <p>Operating the jam release lever requires more than 5 pounds of force to release and re-engage the lever. The jam release lever would need to be operated if the device jams. Although this is a maintenance function, it is anticipated that the end user would clear the jam themselves rather than rely on a maintenance technician or another specially trained individual.</p> <p>Reloading the label roll requires users to simultaneously hold the label roll spindles open and to insert/align the paper roll with the paper roll spindles. This action requires both simultaneous actions and fine motor control. Although this is a maintenance function, it is anticipated that the end user would reload the label roll themselves rather than rely on a maintenance technician or other specially trained individual.</p> <p>Replacing the ink cartridge requires more than 5 pounds of force to operate the ink guard. Although this is a maintenance function, it is anticipated that the end user would replace the ink cartridge themselves rather than rely on a maintenance technician or other specially trained individual.</p>

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Section 1194.41 Information, Documentation and Support – Detail
VPAT®

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge	Fully Supports	An electronic version of the documentation is available.
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Fully Supports	A list of accessibility and compatibility features of the product is available upon request.
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Fully Supports	Customer service professionals are accessible via email or by phone.

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EXHIBIT H: Software License, Subscription and Maintenance Agreements

This document is an exhibit to the Professional Services Contract, and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

SECTION A: ON-PREMISE SOFTWARE LICENSE AGREEMENT

Thank you for choosing our on-premise software product(s) (the “Licensed Products”) listed in your Purchase Order form (“Order”). A copy of this Exhibit H shall be available at <https://www.pitneybowes.com/us/state-and-local-government-solutions/states.html> for the Ordering Agency. Post sale, the Contractor shall provide each ordering entity an information handout that will contain the privacy statement link and any other pertinent information regarding their order.

DEFINITIONS

This is an agreement between the entity identified on the Order (“you” or “your”) and Pitney Bowes Inc. (“we”, “us” or “our”). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms (“SOW”). The Order, these terms and the SOW(s) are referred to collectively as this “Agreement”. In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non-exclusive, non-transferable, license to access and use the Licensed Products during the Term. The “Term” is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(d)) or applicable SOW. “Computer” means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. “User” means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

a) You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective programming to the Licensed Products or Documentation that are provided as part of software maintenance (“Enhancements”). The Licensed Products will be installed and used only at the location described in an Order or any other location as to which we have consented to the transfer of the Licensed Products in accordance with Section 2(c) (“Installation Site”) and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server,

the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

b) Additional product-specific license terms applicable to certain of the Licensed Products (“Product Terms”) can be found in Attachment C and are incorporated into this Agreement. If there is a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will control.

c) If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.

d) You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. “Documentation” means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.

e) Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system, encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(d); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed

Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

a) You will pay the fees for the Licensed Products, maintenance, training and any other fees described in an Purchase Order (which may include financing provisions). All fees and any applicable taxes are due and payable within 35 days from the date of our invoice. You will pay a late charge as permitted by law on any fees not paid by 35 days after date of the invoice. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. If applicable, you will pay all sales, use, property, excise and other taxes imposed with respect to the products and/or services. If any sales, use, excise or other taxes (except for taxes based on our net income) are required to be collected, we will itemize them on invoices issued in connection with an Order.

c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures.

a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i) replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in addition to this indemnity, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it.

6. Software Maintenance; Training

- a) We will provide software maintenance in accordance with the terms you will find in Attachment C, attached hereto
- b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is 90 days from the date the Licensed Product is delivered to you. If the Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

(b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.

(c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.

(d) EXCEPT AS EXPRESSED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.

8. Limitation of Liability – Deleted by mutual agreement of both parties.

9. Term; Termination

a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.

b) A party may terminate this Agreement if the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.

c) We may terminate this Agreement under Section 5(b).

d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.

e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.

f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.

g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.

10. **Third Party Content; Regulated Functionality**

a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. License terms applicable to use of the USPS data found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml> are incorporated in this Agreement by reference.

b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. Force Majeure **Deleted by mutual agreement of both parties.**

12. **Assignment**

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion, with thirty (30) days prior written notice.

13. Use of Information; Data; Publicity

- a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.
- b) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the services through the Licensed Products and as provided in our Privacy Statement at <http://www.pitneybowes.com/us/license-terms-of-use/lbs-api-privacy-statement.html>. The Contractor shall notify end user, in writing, upon any such update.
- c) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, information, feedback, suggestions, and written materials provided to us related to your use of the Licensed Products.
- d) You will ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Licensed Products.
- e) You agree that we can use your name in our client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using.

14. General

- a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any rights under this Agreement, and we may still take action at a later point.
- b) Notices under this Agreement will be effective: (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice when delivered to us by physical mail to Pitney Bowes Inc., SVP & GM, Global SMB Products & Strategy, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).
- c) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the other provisions will remain in full force and effect.
- d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.
- e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, re-export, or provide the Licensed Products to any destination or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of

your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.

f) Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party and neither party will hold itself out as such.

15. **Choice of Law; Arbitration; WAIVER OF JURY TRIAL** – Deleted by mutual agreement of both parties.

16. **Verification**

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify, including: (i) any excess use; (ii) maintenance and/or subscription fees for the excess use for the duration of such excess; and (iii) any additional charges determined as a result of the verification.

17. **U.S. Government Restricted Rights**

If you are an agency of the United States Government, use of the Licensed Products by the Government constitutes acknowledgment of our proprietary rights in the Licensed Products and such Licensed Products will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such Licensed Products and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS", as described in FAR52.227-14 and/or DFAR252.227-7013 *et seq.*, as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

SECTION B: ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

These terms define the terms and conditions under which you're allowed to use the on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. A copy of this Exhibit H shall be available at <https://www.pitneybowes.com/us/state-and-local-government-solutions/states.html> for the Ordering Agency. Post sale, the Contractor shall provide each ordering entity an information handout that will contain the privacy statement link and any other pertinent information regarding their order.

DEFINITIONS

This On-Demand Subscription Services Agreement (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your Purchase Order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors. Additional product-specific license terms applicable to certain of the Services ("Product Terms") can be found in Attachment A and are incorporated into this Agreement. If there is a conflict between the Product Terms and any other provision of this Exhibit, the Product Terms will control.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy.

2. Use of the Service

a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are licensing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.

b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.

c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.

d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.

b) Except as set forth in an Order, SOW or Product Terms, you or we may terminate your account at any time and for any reason by giving thirty days' notice to the other and we may suspend the relevant Service to you at any time, with or without cause.

c) We may at any time without notice: i) refuse to accept your Orders for the Sites and/or Services; ii) move, suspend or terminate all or any part of the Sites and/or Services; or iii) refuse to fulfill any Order or any part of any Order or terminate your account and delete any content stored in your account if, in our sole discretion, you violate any laws in connection with your use of the Sites or the Services or if a competent regulatory authority requires us to do so.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service

will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and sending an email to the last email address you gave to us. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are described in an Order or SOW, and may be changed from time to time with thirty days written notice, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment and each subsequent payment due 35 days after receipt of invoice.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <http://www.pitneybowes.com/us/license-terms-of-use/lbs-api-privacy-statement.html> as it relates to functions of the Services being provided. This privacy statement may be updated by us from time to time (the "Privacy Statement").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this

Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. LIMITATION OF LIABILITY Deleted by mutual agreement of both parties.

12. IDEMNIFICATION

We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Services; (ii) combination, operation or use of the Services with software products which are not ours; (iii) use of the Services in breach of this Agreement; or (iv) use of other than the most current release of the Services if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Services, provided we delivered the superseding version to you and notified you of the need to use it.

13. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

14. Third Party Sites

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

15. Compliance with Laws – Deleted by mutual agreement of both parties.

16. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion with thirty (30) days prior written notice.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed “commercial computer software” or “commercial computer software documentation” and the Government’s rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to “RESTRICTED RIGHTS,” as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Choice of Law; Arbitration; WAIVER OF JURY TRIAL – Deleted by mutual agreement of both parties.

19 Force Majeure – Deleted by mutual agreement of both parties.

20. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., SVP & GM, Global SMB Products & Strategy, 3001 Summer Street, Stamford, CT 06926 or when you create a case at www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

21. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

22. Miscellaneous

Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don’t immediately take action on a violation of this Agreement, we’re not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

Exhibit H – Attachment A

SendPro[®] Subscription Product Terms

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Fees

The fees for the use of the Service don't include the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service (the "USPS") or another carrier.

Trial Period

If your subscription includes a free trial period and if you don't wish to continue your subscription past the trial period, you must cancel your subscription before the last day of the trial period to avoid being billed for the first month of the subscription once the trial period has expired.

Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Purchase Power[®] account or a Reserve Account with The Pitney Bowes Bank, Inc. (the "Bank") and (ii) you have available funds in a Reserve Account or have available credit under a Purchase Power account, then as long as you're utilizing the Service or have an outstanding balance with us, you'll provide us with valid credit card information. You'll replace the information for any credit card that expires with information for a different valid credit card. All charges by the USPS for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by the USPS for parcels for which the charges paid by you were insufficient (all such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your Reserve Account, if any, with any remaining unpaid balance being charged to your Purchase Power account, if any. In the event that (i) you do not maintain a Reserve Account or a Purchase Power account with the Bank or (ii) you do not have available funds in a Reserve Account and do not have available credit under a Purchase Power account, all such fees and charges will be charged to your credit card together. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS Regulations

If you use the Service to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Carrier Requirements

If you use the Service to send parcels with a carrier other than the USPS, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

SendPro[®] Subscription with Equipment Lease Product Terms

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service

on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Hardware

As part of your subscription, we'll lease to you equipment consisting of a scale and a label printer (the "Equipment"). THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF LOSS TO THE EQUIPMENT FROM THE DATE OF SHIPMENT BY US TO YOU. WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ALL WARRANTIES, IF ANY, WITH RESPECT TO THE EQUIPMENT ARE MADE BY THE MANUFACTURER OF THE EQUIPMENT.

Term and Termination

You are leasing the Equipment for the following term (the "Lease Term"): (i) two years if you're only leasing the Equipment; and (ii) the number of months stated on your Order if you're leasing equipment in addition to the Equipment. Except for any termination by you under this section or under Section 4 (Changes) of the Agreement: (i) you may not cancel the lease for any reason; and (ii) all payment obligations under these terms and the Agreement are unconditional. At the end of the Lease Term, your use of the Service will convert to a month to month service. If we make changes to the Agreement that are materially adverse to you, you may terminate your account and the lease of the Equipment by giving notice to us of your election to terminate within thirty days after we gave you notice of any material changes.

Servicing of Hardware

If the Equipment ceases to function properly during the Lease Term, we'll replace the Equipment by promptly shipping to you, at no additional cost, new, reconditioned or remanufactured equipment of the same or a functionally equivalent model; however, we won't replace the Equipment if we determine that the failure of the Equipment resulted from your negligence or misuse of the Equipment or from an accident.

Fees

The fees for the use of the Service will be as agreed to at the time you register for the Service and will remain in effect during the Term. These fees do not include: (i) any applicable sales, use or other taxes, which will be invoiced separately by us; and (ii) the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service ("USPS") or another carrier. Your subscription for the use of the Service together with the payments for the lease of the Equipment will be billed quarterly in advance with the first payment and each subsequent payment due 35 days after receipt of invoice.

Trial Period

If your subscription includes a free trial period and if you do not wish to continue your subscription past the trial period, you must cancel your subscription before the last day of the trial period to avoid being billed for the first month of the subscription once the trial period has expired.

Default and Remedies

In the event you fail to comply with the Agreement or these terms and such failure continues for 30 days after we give you notice of such failure, we may: (i) terminate the Agreement, the lease of the Equipment and your account; (ii) require immediate payment of all amounts payable under the Agreement and these terms during the term of your use of the Services, including the fees provided for in the Fees section above and all amounts payable for the lease of the Equipment during the Lease Term; (iii) assess a late charge for each month that your payment is late; and (iv) exercise any rights and pursue any remedies provided by law.

Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Purchase Power® account or a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account or have available credit under a Purchase Power account, then as long as you’re utilizing the Service or have an outstanding balance with us, you’ll provide us with valid credit card information. You’ll replace the information for any credit card that expires with information for a different valid credit card. All charges by the USPS for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by the USPS for parcels for which the charges paid by you were insufficient (all such charges are called “Shipping Charges”) and all fees for the use of the Service will be charged to your Reserve Account, if any, with any remaining unpaid balance being charged to your Purchase Power account, if any. In the event that (i) you do not maintain a Reserve Account or a Purchase Power account with the Bank or (ii) you do not have available funds in a Reserve Account and do not have available credit under a Purchase Power account, all such fees and charges will be charged to your credit card together. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS Regulations

If you use the Service to print postage or send parcels with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or

(e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to 3 \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Carrier Requirements

If you use the Service to send parcels with a carrier other than the USPS, you must comply with the requirements of that carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

Pitney Bowes SendPro[®] Enterprise Subscription Product Terms

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor selected by you through the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those

terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don't include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the "USPS") or another Carrier.

Using

USPS

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You will be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP CodeTM; (3) the rate category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of postage printed.

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature ConfirmationTM, or the electronic Priority Mail Express[®] label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for accounting and reporting purposes.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send Packages with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of the Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii) entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

SendSuite® Tracking Online Product Terms

Your Responsibilities

You represent and warrant that you have obtained and will maintain any and all certifications, licenses or other authorizations necessary or proper related to your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation

regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

Our Responsibilities; Support

a) We'll use best efforts to make the Services available during the Available Hours of Operation in accordance with this section. Support for the Service will be available in accordance with the Support Terms located at <https://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>.

b) The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Warranties; Disclaimers

a) We represent and warrant to you that the Service will materially conform to the Documentation. We do not warrant the operability or accuracy of any data submitted or provided by you in connection with the Service and processed by us.

b) The Service may contain a disabling device requiring enablement: (i) To comply with requirements or regulatory authorities; (ii) To prevent use of the service beyond the term of an order; and/or (iii) To prevent use of the service in excess of the number of users, transactions, or other volume metrics set out in an order.

Exhibit H - Attachment B Product Terms

If you have ordered the following products, your use of that product will be subject to the Product Terms below. Capitalized terms not defined below will have the same meanings set out in this Agreement.

SendSuite® Live

Warranty

Due to its installation procedures, the Warranty Period for the SendSuite Live shipping software for multiple sites ("Multi-Site Software") is 90 days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" will be deemed to have occurred on the earlier of: (i) when you have indicated acceptance of the Licensed Products; (ii) after 30 days from delivery of the Licensed Products (the "Acceptance Period") unless you provided a notice of rejection during such period; or (iii) when the Licensed Products have been installed and conform to all substantial operational functions described in the user manual. You will not unreasonably withhold or delay Acceptance.

Exhibit H – Attachment C

Shipping & Mailing Maintenance Services Terms

MAILING AND SHIPPING SOFTWARE AND DATA PRODUCTS

SOFTWARE MAINTENANCE, SUPPORT, AND DATA SUBSCRIPTION SERVICES

UNITED STATES AND CANADA

Pitney Bowes (“PB”) offers a world class level of technical support to our clients, providing assistance in the resolution of technical issues with PB software products, ensuring that our clients have access to the most up to date versions available of their licensed software, and updates to Data subscriptions (the “Products”). Two (2) levels of Software Maintenance Services (“SMA” or “Maintenance Services”) are available to clients, based on the client’s needs and elected at time of purchase. All Maintenance Services are provided in accordance with the license agreement and applicable ordering document (the “Order”) between you and PB related to the applicable Product. Maintenance Services do not include professional services, custom development, new feature additions, hardware support, hardware parts or consumable supplies, equipment support, system back-ups, training or other services, which, if purchased by you, will be set forth elsewhere in your license agreement or in a separate agreement with PB.

Last Modified November 28, 2016

PB will provide you with the following Maintenance Services, based on the elected Tier.

SMA TIER 1 (STANDARD) MAINTENANCE SERVICES.

As part of SMA Tier 1 Maintenance Services, PB will provide you with the following:

1. SELF HELP. 24/7 access to web self-help and user and product support articles.
2. TECHNICAL SUPPORT. PB provides all technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to PB to receive Remote Support, which you grant at your own risk. When logging an issue it is required that you provide information in sufficient detail for PB to reproduce the problem. PB can also assist you in the diagnosis of your IT environmental or infrastructure issues for an additional fee.
 - a. Telephone Support. PB Product Support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at www.pitneybowes.com.

- b. Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.
3. FIXES. Corrections or changes to the Product to correct errors or otherwise make the Product materially conform to the applicable Product documentation (commonly referred to as “fixes” or “patches”).
4. PRODUCT UPDATES. PB will provide you with customer-installable updates, some that may be required to support industry compliance or continued use of the Products, as they become commercially available (“Updates”). Updates may include fixes or minor changes to the Product or additional carrier functionality or routine revisions to comply with carrier requirements. Updates may include changes to the Product documentation to reflect changes included in the applicable Update. You must be fully current with the installation of all Updates to be eligible to receive Maintenance Services. New features or functionality for the Product and non-routine or non-generally applicable revisions (“Upgrades”) may become available from time to time, for an additional fee. PB reserves the right not to add functionality or carrier services, even though they may be available from the carrier.
5. DATA UPDATES. If your Product includes data that is licensed separately as a subscription (“Data”), PB will distribute to you each Update to the Data as they are made available to PB by its third party vendors, or with the frequency set forth in your license agreement or Order. If you require additional distribution of the Data or a Data Update, an additional service charge may apply.
6. RATE CHANGES. If your Product requires carrier rate information supplied by PB, client-installable rate change replacements will be provided to you based on the carrier coverage selected in the Order. Rate change replacements include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g. required new report formats or geographical expansions) and, if elected on the Order, a single UPS custom rate change per calendar year. Rate changes do not include other custom rate changes, new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.
7. DELIVERY; IMPLEMENTATION. All Updates, Upgrades, fixes, Data Updates and rate changes will be delivered electronically unless physical media options are provided at PB’s discretion. All Updates, etc. are your responsibility to install and implement unless otherwise agreed to in writing by PB, which will incur fees at PB’s then current rates.
8. ON-SITE SUPPORT. On-site support is not offered under SMA TIER 1 maintenance service. If you request on-site support, you will incur fees at PB’s then-current rates at the time of the request.

SMA TIER 2 MAINTENANCE SERVICES (Available in US only).

Includes all the services provided in SMA Tier 1, plus if Remote Support is unsuccessful at resolving the reported issue, on-site service and support will be provided at your location for no additional charge. If PB determines that support must be provided on-site, such support will be provided Monday through Friday, from 8 am to 5pm in your local time zone, excluding PB observed holidays. Average response time is within one (1) business day of PB determining that on-site support is required. Request for on-site support outside of these hours or without providing PB with access and opportunity to solve issues remotely may result in additional fees.

STANDBY SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental Standby Support. This option will make emergency Remote Support, (and not general user queries) available to you outside of Normal Operating Hours. You access this support by contacting the PB Product Support toll free number. This Standby option is charged at an annual or monthly rate as set forth in your Order, with additional usage fees associated with each incident of Standby Support accessed at then-current rates.

PREMIER SUPPORT ADD-ON SUPPLEMENT OPTION (Available in US Only).

Under your SMA Tier 1 and SMA Tier 2 options, you may elect to purchase supplemental PREMIER SUPPORT. This option is charged at an annual or monthly rate as set forth in your Order and will make the following Premier Support service benefits available to you:

- Upon initial sign up for Premier Support, your assigned Account Manager will contact you at the phone number you provide with your Order, confirm future preferred method of contact, and discuss the following benefits.
- You will be given a premier 4-digit PIN number to access the team of Premier Support Agents and Case Managers. This gives you direct access to Level 2 Support Desk Agents and Case Managers for product support issues.
- When you use the premier PIN code, your call will be queued in front of all non-Premier calls and routed to the Level 2 Support Desk Agents. As a result your call will be answered ahead of any other non-Premier callers.
- Your product support case will be managed by a single point of contact all the way through the resolution of your case. If Pitney Bowes determines a dispatch of a technician to your site must be created, your assigned Case Manager will coordinate the field technician visit with our dispatch center so that it is handled in an expedited manner and follow up to ensure successful resolution.

- You are able to request alternate forms of remote access sessions for product support initiated by you. Upon your request, we will make reasonable attempt to employ the remote access technology that you choose for product support.
- Should any parts be required, we will make reasonable attempt to expedite the part(s) to your location for next day installation and repair.
- Your assigned Account Manager will conduct a support assessment two (2) times per calendar year which would include consultative analysis to ensure you are optimizing the value of this level of support.

SMA and Add On Features

SMA Coverage Attributes	No SMA	SMA Tier 1	SMA Tier 2	24 / 7 Supplement (Add on)	Premier Support (Add on)
Self Help: 24/7 access to web self-help and user and product support articles	Included	Included	Included	Per SMA Tier opted	
Technical Support: Telephone and Remote, Mon-Fri 8AM EST to 8PM EST	Billable	Included	Included		
Distribution of Software Fixes, Patches, Updates, Carrier Rate Changes (if applicable), and Data Updates (if applicable)*	Billable	Included	Included		
On-Site Support	Billable	Billable	Included		
Refresher Training	Billable	Billable	Billable		
24/7 Emergency Standby Phone Support Coverage	Billable	Billable	Billable	Included	Billable
Direct Access to Premier Support Case Agents	Not available	Not available	Not available	Not available	Included
Assigned Account Support Manager	Not available	Not available	Not available	Not available	Included
First In Line Phone Routing	Not available	Not available	Not available	Not available	Included
Expedited Field Dispatch	Not available	Not available	Not available	Not available	Included
Expedited (Overnight) Parts Shipment	Billable	Billable	Billable	Billable	Included
Semi Annual Support Review	Not available	Not available	Not available	Not available	Included
Installation of Carrier Rates Updates	Billable	Billable	Billable	Billable	Included

SERVICE LEVELS.

PB will use commercially reasonable efforts to respond to issues you report. Initial determination and classification of reported issues will be made by PB, who will evaluate the reported issue and assign it an appropriate severity level.

SEVERITY LEVEL	DESCRIPTION OF ISSUE	STATUS UPDATES	PB ACTION
Critical	Mission-critical emergency: organization is directly impacted; and Primary functionality of the Product is lost; and No Temporary Workaround available at time of the call.	No less frequently than daily at end of day	Critical issues are worked on continuously during Normal Operating Hours until the Critical issue is resolved or a Temporary Workaround is found. A plan will be developed to resolve the issue with the primary functionality of the Product and appropriate resources will be identified to implement the plan. When Temporary Workaround is identified and implemented, the severity level is downgraded.
High	Severe loss or reduction of service; and An important function is experiencing a reproducible problem causing serious inconvenience; and primary functionality of Product is reduced; but A Temporary Workaround is available.	No less frequently than daily at end of day	High severity issues are worked on during Normal Operating Hours until the issue is resolved or a Workaround is identified. A plan will be developed to resolve the primary product functionality of the Product and appropriate resources will be identified to implement the plan.
Medium	Minor loss or reduction of service. Secondary function is impaired or experiencing an intermittent problem: a <u>less</u> common operation fails frequently but with some inconvenience. Medium effort Workaround is available.	Weekly or upon request	PB will use commercially reasonable efforts to provide an acceptable Workaround and incorporate a solution to the problem in the earliest possible scheduled maintenance or product release. PB Product Support may be contacted for status monitoring of any error.
Low	Minor inconvenience of service. A less common operation fails occasionally causing low level inconvenience. Low effort Workaround is available.	Upon Request; or mutually agreeable time schedule	PB will use commercially reasonable efforts to provide a Workaround. As appropriate the issue will be logged as an error or request and a tracking number provided; every effort will then be made to incorporate a solution in a future product release. PB Product Support may be contacted for status monitoring of any error.

A “Temporary Workaround” is a Workaround that provides a temporary solution to the reported issue, but is not suitable for permanent use.

A “Workaround” is any solution to a reported issue that does not involve changing the source code of the Product, including using alternate process/approach/method to successfully accomplish the task while by-passing the problem, or installation changes including upgrading to a newer version of the Product incorporating a fix or upgrading the operating system, version, or service pack.

ELIGIBILITY. You are entitled to receive Maintenance Services for your Product under the following conditions:

1. Your license agreement and maintenance term are both paid up and current;
2. You have identified to PB appropriate technical support contacts within your organization (if your organization has 50 or more users, please see Multiple User Policy, below);
3. You have implemented the most current update or patch available for your Product;
4. You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and SQL patches and updates;

5. Your Product has not been modified (if such modification was performed by PB at your request, additional fees may apply for Maintenance Services on modified Product); and
6. Your use of the Product is in accordance with your license agreement and the documentation and in the manner reasonably intended by the Product. Maintenance Services will not be provided to installations of the Product in unsupported environments.

TERM; TERMINATION. Maintenance Services are billed and provided in 12 month periods, which begin on the effective date of your license agreement and will automatically renew for each subsequent 12 month period unless you provide written notice of your intent to terminate Maintenance Services before 60 days prior to the end of the current term. You will receive an invoice within 45 days of commencement for each renewal term reflecting the then-current rates for Maintenance Services, which will be payable in accordance with your license agreement. If your license agreement includes a leasing arrangement, the term of Maintenance Services will be the term of your lease, and your obligation to pay for Maintenance Services will be set forth in the lease agreement. Maintenance Services are non-terminable during the term unless otherwise permitted in the license agreement (i.e. for PB's uncured material breach), or in the case of the discontinuance of or material change to the Maintenance Services by PB, which in such case will be terminable within 30 days of your receipt of notice from PB detailing the change. If PB discontinues or materially changes Maintenance Services for your Product and you elect to terminate Maintenance Services, your sole remedy will be a pro-rata refund of pre-paid but unused Maintenance Service fees (or a reduction of lease payments in the amount allocated to such Maintenance Services for the balance of the lease term).

MULTIPLE USER INSTALLATIONS (For 50+ users at any individual location).

If your Product has 50 or more users at any location within your organization, Maintenance Services are provided under the following policy:

1. You must identify a limited number of your staff to become trained by PB on the Product you license in order for such staff to be able to provide limited technical support to other users within your organization ("Authorized Personnel").
2. After staff training is complete, all users within your organization should log all initial requests for technical support with the Authorized Personnel in a manner to be determined and established by you. Authorized Personnel will be responsible for responding to all internal requests for technical support, resolving all "how to" and other questions or problems, and escalating internally within your organization for further support and determination of the nature of the problem, and ensuring that the problem is with the Product, and is not able to be addressed internally within your organization. For such problems that are unable to be addressed without PB assistance, a limited number of Authorized Personnel will be mutually agreed to as responsible for escalating requests for assistance to PB, who will then provide technical support assistance to the

Authorized Personnel for issue resolution with the Product. Any issue escalated to PB for technical support must be related to the Product (and not to the organization's operating environment or other hardware or software) and must be documented in sufficient detail in order to reproduce the problem.

3. If your organization does not have Authorized Personnel available, PB may be able to provide additional technical support assistance for an additional fee (please consult your account representative for more information).

EXHIBIT I: Pitney Bowes FMV Terms

This document is an exhibit to the Professional Services Contract and is deemed to be attached to and incorporated within the Professional Services Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Professional Services Contract shall be resolved by giving precedence and effect to the Professional Services Contract.

The Terms provided in this exhibit, our privacy statement (the “**Privacy Statement**”) and the executed Purchase Order (the “**Order**”) make up your Lease Agreement with Pitney Bowes (this “**Lease Agreement**”). The [Privacy Statement](https://www.pitneybowes.com/us/legal/privacy-statement.html) explains how we use your information and can be found here, <https://www.pitneybowes.com/us/legal/privacy-statement.html>. The Contractor shall notify end user, in writing, upon any update to the Privacy Statement. A copy of this Exhibit F shall be available at <https://www.pitneybowes.com/us/state-and-local-government-solutions/states.html> for the Ordering Agency. Post sale, the Contractor shall provide each ordering entity an information handout that will contain the privacy statement link and any other pertinent information regarding their order.

DEFINITIONS

“**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device, that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”): USPS mandated processed associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Softguard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter, standalone software, and SendKit equipment which is provided in connection with a subscription for the SendPro™ service, and any equipment provided in replacement of Covered Equipment under Section 19(a)(ii). “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease Terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI (“**PBGFS**”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order (the “**Lease Term**”) and begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment. **You may not cancel this Lease for any reason and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don’t have the right to become the owner of the Equipment at the end of the Lease Term. Upon expiration of the Contract, any lease entered into under this Contract shall remain in full force and effect for the defined term of the lease, subject to the termination provisions of such lease.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a “**Periodic Payment**”). You will make each Periodic Payment in accordance with the Professional Services Contract terms. Your Periodic Payment may include amounts carried over from a previous lease, software license and maintenance fees and other

charges. Any Meter Services fees, PBI SLA fees and subscription fees (collectively “**PBI Payments**”) will be included with your Periodic Payment and begin with the start of the Lease Term. After the Lease Term, your Periodic Payment will increase if your PBI Payments increase.

3. End of Lease Options

During the 90 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease with us; (ii) purchase the Equipment “as is, where is” for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted, and pay us our then applicable processing fee (including any equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you don’t do one of the things listed in clause (i), (ii) or (iii) above, you will be deemed to have agreed to enter into successive month to month extensions of the term of this Lease. You may choose to cancel the automatic extensions at any time by giving us 30 days’ written notice by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Upon cancellation, you agree to either return all items as provided in this Section 3 or purchase the Equipment.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS ISN’T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss and ValueMAX®Program

You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of shipment by us until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (“**Loss**”). No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss. You will provide to us evidence of insurance within 30 days after installation of the Equipment.

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several. You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.

8. NON-APPROPRIATION – deleted by mutual agreement.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section 12(a)(ii) of the Pitney Bowes Terms

PITNEY BOWES TERMS

GENERAL TERMS

10. Warranties

- (h) We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (i) We warrant that any service ("**Service**") we perform under the PBI Service Level Agreement set out in Sections 20 through 25 (the "**PBI SLA**") will be performed in a professional and workmanlike manner.
- (j) Your sole remedy for a warranty claim is to have us repair or replace the PBI Equipment or, in the case of defective Service, reperform the Service.
- (k) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control. The warranty also does not apply if someone other than us services the equipment, you don't use required software updates, you use the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or you use third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.
- (l) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (m) The warranty doesn't cover ink, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (n) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE

AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability - Deleted by mutual agreement of both parties.

12. Default and Remedies

- (a) If you are in default of the Agreement and have not cured such default within thirty (30) days written notice, then Company shall have the following options:
- (i) cancel this Agreement;
 - (ii) require you to pay to us immediately all amounts payable under the Lease, whether then due or payable in the future.
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment, and Meter and delete or remove software; and deny you access to the software.
 - (v) if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) We may suspend any services during any period that your account is more than thirty days past due.

13. Taxes

If applicable to a local governmental entity, the ordering entity agrees to pay PBI for all applicable sales, use, property, purchase or other taxes (excluding taxes on net income) related to the Lease or Equipment rental agreement or Meter Services agreement based on or measured by payment terms, the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation.

14. Embedded Software; Application

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. IDOA Vendor Management shall review these terms prior to PB providing a quote to the ordering entity. Technical support for embedded software will be given according to the PBI SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, and by using the application you agree to those terms and conditions.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

- (g) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (h) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (i) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (j) Payments aren't subject to setoff or reduction.
- (k) We can only change this Agreement if we both agree to do so in writing through an amendment to the State's Professional Services Contract. You may use a Purchase Order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing through the State's Professional Services Contract. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (l) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (h) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using.
- (i) You agree to comply with all applicable export control laws and regulations.

PBI SERVICE LEVEL AGREEMENT

19. Applicability of PBI SLA

This PBI SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

20. PBI Service Level Options

(a) (i) If you sign up for **Standard PBI SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 22) (the “**Service Term**”). You are also entitled to: (i) the replacement of printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance; and (ii) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. You are responsible for Covered Equipment until PBI receives it. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won’t incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. “**Normal Working Hours**” means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located. (ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.

(b) If you are eligible to receive **Performance PBI SLA** under our policies and you sign up for Performance PBI SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard PBI SLA; (ii) one two-hour application consultation for your mailing and shipping needs; and (iii) admission for one person to a PBI mail management seminar. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 6 hours, as specified on the Order, after PBI has determined that it can’t resolve the issue remotely (the “**Response Time Commitment**”). The Response Time Commitment relates solely to the arrival of a technician at your location. It isn’t a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn’t guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard PBI SLA and we will adjust the PBI SLA charges payable by you appropriately. If we don’t meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard PBI SLA and Performance PBI SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI’s failure to meet the Response Time Commitment.**

21. Service Term

PBI will provide you with Service for twelve months, if you don’t have a Lease, or the Lease Term, if you are leasing Equipment (the “**Initial Service Term**”). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”) UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don’t wish to renew Service, you must deliver a written notice (the “**Termination Notice**”) at least thirty days

prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your PBI SLA for any reason.

22. PBI SLA Fees

You will pay the PBI SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the PBI SLA fees after the Initial Service Term, with thirty days written notice to the lessee, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI’s current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the “Overage”). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists.

23. Service Changes

PBI may modify its Service by giving forty-five days written notice to you (a “**Service Change Notice**”), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 22 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

24. Additional Service Terms

You can’t elect to have Service apply to some but not all of the items of Equipment. Service doesn’t include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI’s then current annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the PBI SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI’s current rates. Standard PBI SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

- (a) If you aren’t leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental (“rental”) and meter services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the rental and/or Meter Services fees upon at least 30 days’ prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, the rental term and Meter Services term will automatically renew for successive 12-month extensions. If you don’t wish to renew the rental term or Meter Services term, you must deliver a written notice to us at least 60 prior to the renewal of the rental term or Meter Services term, as applicable, to the address in Section 22 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Postage By Phone® Reserve Account that you maintain with the Bank (your "**Reserve Account**") or you may transfer funds to the United States Postal Service (the "**USPS**") through a lockbox bank (a "**Lockbox Bank**"). See the "USPS Acknowledgment of Deposit" below for more information. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation.. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other authorized governmental entity) individually identifiable information that we obtain about you in this manner unless required to by

law or court order. We may elect to share aggregate data about our clients' postage usage, which has been anonymized, with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (j) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (k) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (l) Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (m) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (n) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (o) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (p) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (q) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

- (r) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS

33. Purchase Power Program

- (h) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes. In order to participate in the Purchase Power program (the “**Program**”), you must provide the information described in paragraph (h) below. You will receive a set of more specific provisions for the Program within thirty days of the date of this Agreement.
- (i) Your Purchase Power account (the “**Account**”) will be charged for the amount of postage, products, and services requested and the related fees, if applicable. Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) applicable transaction or overage fees; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.
- (j) You will receive a billing statement for each billing cycle in which you have activity in the Account. The Bank may deliver any statement electronically to the email address that is on file for you. Payments are due by the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.
- (k) (i) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (ii) The Annual Percentage Rate applicable to the Account will be: the greater of (x) 22% and (y) the sum of the highest “Prime Rate” published in the “Money Rates” section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the “Floating Rate”). The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iii) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2017, the daily periodic rate would be .05137% and the corresponding annual percentage rate would be 18.75%). (iv) The Account balance that is subject to a finance charge each day will include (x) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (y) unpaid interest, fees, and other charges on the Account. (v) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vi) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (vii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

- (l) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. Cancellation or suspension will not affect your obligation to pay any amounts you owe.
- (m) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. Each time you use the Program, you are signifying your acceptance of the terms then in effect. An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. The Bank may terminate the Program at any time and will notify you in the event of any termination. Any outstanding obligation will survive termination of the Program.
- (n) The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.
- (o) USA PATRIOT Act - To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, in order to activate the Account the Bank asks that you agree to provide identifying information, including your address and taxpayer identification number. The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her. You agree to provide all such requested identifying information.

PRODUCT SPECIFIC TERMS

34. Software

If you are acquiring an on-premise software license or on-demand subscription services, including pbSmartPostage, Relay™ Communications Hub, and SendPro, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

35. DI2000 Inserting SystemTerms – Deleted by mutual agreement of both parties.

36. PBBackup and PC-Backup ServiceTerms – Deleted by mutual agreement of both parties.

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	08/05/2019 8:47:35AM	Agency Fiscal Approval
2	T219549	Messer,Terri	08/06/2019 3:24:02PM	IOT Approval
3	F318529	Baker,Frank	08/09/2019 7:02:38AM	IOT Approval
4	R224315	Paglia,Robert	08/09/2019 9:01:15AM	IOT Approval
5	D231271	Neely,Deward	08/09/2019 11:12:46AM	IOT Approval
6	M338303	Wolf,Matthew	08/13/2019 5:04:49PM	SBA Approval
7	A233897	Davidson,Alice A	08/14/2019 8:33:25AM	Attorney General Approval
8	W355166	Anthony,William H	09/13/2019 10:18:04AM	Attorney General Approval