

ATTACHMENT 4, FAIR MARKET VALUE LEASE TERMS AND CONDITIONS – OPTION C

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
24	.0466
36	.0329
48	.0261
60	.0221

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “Order”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “Agreement”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “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. “Master Agreement” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “State Participating Addendum” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “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 processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “Equipment” means the equipment listed on the Order, excluding any Meter or standalone software. “Lease” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“SLA”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

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, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “Lease Term”). For a New Leases, the Lease Term 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 (“Install Equipment”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been

installed, then your Lease Term will commence to align with your current periodic invoice date. You may not cancel this Lease for any reason, except as expressly set forth in Section 8 and 9 below 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.

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 by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively "PBI Payments") will be included with your Periodic Payment and begin with the start of the Lease Term.

3. End of Lease Options

During the 30 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended 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. 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 fail to notify us of your intent, then your Lease will terminate at the end of the Initial Term and you will return the Equipment to us.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'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

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("Insurance").

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (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.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i)

submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease 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 supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. 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 one year 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. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html)<http://www.pitneybowes.com/us/di2000-terms.html>.

- (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 SLA set out in Sections 19 through 24 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 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, servicing of the equipment by someone other than us, failure to use required software updates, use of 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 use of 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 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.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, 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.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL

LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

(a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- i. cancel this Agreement;
- ii. require you to pay to us immediately all amounts payable under the Lease then due;
- iii. disable the Meter;
- iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to 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 agreed to by you;
- vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
- vii. charge you a check return fee for payments made by you with insufficient funds; 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 forty-five days past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

(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. Technical support for embedded software will be given according to the 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, so it is your responsibility to review those terms and conditions prior to use of the application.

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

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (h) 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.
- (i) This Agreement is governed by the laws of the State of Colorado.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This 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. Service Level Options

- (a) If you sign up for Standard 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 21) (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 except for integrated printhead/ink cartridges; 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 PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (b) 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.

21. 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"). UPON NOTICE FROM YOU SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, 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 Master Agreement 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 in the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving 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 21 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 Master Agreement 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 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 Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

(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 in accordance with the Master Agreement. 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, upon notice from you, the rental term and Meter Services term will renew. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. 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. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “Bank”) for deposit into your 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. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. 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

(a) 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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 a 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.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

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 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 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. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. 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 this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. 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 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.

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html) <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand services.

34. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/state-and-local-government-solutions.html](http://www.pitneybowes.com/us/state-and-local-government-solutions.html) and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

35. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html). These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

36. Pitney Bowes Intelligent Locker Solutions

You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance. The Pitney Bowes Intelligent Locker Solutions may include a statement of work.

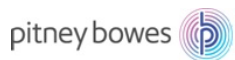
37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](http://www.pitneybowes.com/us/addressrightprinter-terms.html). These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee City Of Littleton	Tax ID # (FEIN/TIN) 846000688
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Sold-To: Address

2255 W Berry Ave, Littleton, CO, 80120 USA

Sold-To: Contact Name Scott Rogers	Sold-To: Contact Phone # 303-795-3726	Sold-To: Account # 0016408125
--	---	---

Bill-To: Address

2255 W Berry Ave, Littleton, CO, 80120 USA

Bill-To: Contact Name Scott Rogers	Bill-To: Contact Phone # 303-795-3726	Bill-To: Account # 0016408125	Bill-To: Email srogers@littletongov.org
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Ship-To: Address

2255 W Berry Ave, Littleton, CO, 80120 USA

Ship-To: Contact Name Scott Rogers	Ship-To: Contact Phone # 303-795-3726	Ship-To: Account # 0016408125
--	---	---

PO #
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Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FS1	USPS Special Services Software
1	1FWV	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APKG	SendPro 360 Shipping Feature
1	APSL	160/95 LPM Speed
1	ERB1	eReturn Receipt Subscription - HV
1	ERCL	eRR Reference Number Feature Only
1	ERR1	E-Return Receipt Feature
1	F9DD	USPS Special Services Welcome Kit
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000

1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	SBDS	Barcode Scanner
1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 505.71	\$ 1,517.13

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 181369
State/Entity's Contract# **2889**

Lessee Signature
Scott Rogers
Print Name
Director of Information Technology
Title

Date
srogers@littletongov.org
Email Address

Pitney Bowes Signature
Andrew Scott
Print Name
Enterprise Account Executive
Title

Date

APPROVED AS TO FORM:

Ashley Augustin
Deputy City Attorney

Date: _____

Sales Information

Andrew Scott

andrew.scott@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

PITNEY BOWES POSTAGE RESERVE ACCOUNT
AGREEMENT AND DISCLOSURE STATEMENT

Effective, September 1, 2024

IMPORTANT INFORMATION FOR PARTICIPANTS IN THE PITNEY BOWES POSTAGE RESERVE ACCOUNT PROGRAM. This Pitney Bowes Postage Reserve Account Agreement and Disclosure Statement (this "Agreement") contains the terms and conditions governing the Reserve Account Program (the "Program"). As used herein, the terms "Pitney Bowes" means Pitney Bowes Inc. and any affiliate of Pitney Bowes Inc., "Bank" means The Pitney Bowes Bank, Inc., a Utah industrial bank, and "we," "us" and "our" means Pitney Bowes and the Bank. "You" and "your" mean the corporation, partnership, limited liability company, association, other business entity or sole proprietorship in whose name your Account (as defined below) has been opened.

1. THIS IS YOUR CONTRACT WITH US. By participating in the Program in any manner, or by failing to cancel your participation in the Program in writing within thirty (30) days after receiving this Agreement, you are confirming your agreement to be bound by the terms of this Agreement. You further agree to provide to Pitney Bowes an executed W-9 Form of the Internal Revenue Service or an appropriate alternative certification.

2. BUSINESS CUSTOMERS ONLY. The Program is available only to corporations, partnerships, limited liability companies, associations, other business entities and sole proprietorships. You acknowledge that your participation in the Program is not for personal, family, or household purposes.

3. DESCRIPTION OF THE PROGRAM. a) Reserve Account. As a participant in the Program, a savings account (your "Account") has been established in your name at the Bank. Deposits to your Account may be made at any time by mailing a check or money order or by sending funds electronically to the Bank. When you use PB Postage, the United States Postal Service® Enterprise Payment System (EPS) service, a third party vendor to whom you send funds to pay postage and related fees for presorting your mail, a third party vendor to whom you send funds to pay for transportation services or when you obtain products or services from Pitney Bowes, you authorize your Account to be debited electronically that day in an amount sufficient to cover the postage meter or account refill, the permit mail postage purchase, the postage and related fees for the presorting of your mail ("Presort Charges"), the charges relating to transportation services provided by a third party vendor ("Transportation Charges") and/or charges relating to products or services furnished by Pitney Bowes ("Miscellaneous Charges"), and related fees and charges, if any. You agree that these are the only types of electronic transfers that you can make from your Account. You may withdraw funds from your Account by sending a written request to the Bank requesting a withdrawal. In any event, no transfer or withdrawal may be made from your Account in an amount which is in excess of the balance in your Account less the aggregate amount of any debits to be made under Section 3(c) below. Subject to the terms of this Agreement, funds from your Account to pay for postage will be transferred to the United States Postal Service upon receipt of your instructions. Any funds that you have on deposit with the United States Postal Service will be used in full before any funds are transferred from your Account to pay for postage meter refills. b) Limits on Withdrawals. You may not make more than six (6) transfers or withdrawals from your Account in any calendar month (each calendar month, a "Statement Period"). You agree not to authorize any third party to debit or draw on your Account. The Bank has the right to require seven (7) days prior written notice of withdrawal. c) Reserve Account Plus. In the event you exceed six (6) transfers or withdrawals from your Account in each of any two Statement Periods within twelve (12) months, you agree that in each subsequent Statement Period, in lieu of immediate debits to your Account for postage meter or account refills, permit mail postage purchases, Presort Charges, Transportation Charges and Miscellaneous Charges, your Account may be debited each Friday, and/or on the last business day of the month, for all postage meter or account refills, permit mail postage purchases, Presort Charges, Transportation Charges and Miscellaneous Charges made or incurred during that week. Even if we do not immediately debit your Account, we will still immediately deduct the amount of the debit from your available balance or your Account available to pay transactions or accrue interest ("Available Balance").

4. RESERVE ACCOUNT REWARDS. Unless you are delinquent in the payment of any amounts payable to us, Pitney Bowes will credit your Reserve Account Rewards in an amount equal to 0.20% per annum (0.01667% per month) for any day your daily Account balance is greater than \$15,000. Your daily Account balance is the net amount in your Account each day after accounting for all transactions in your Account that day and less any debits to be made under Section 3(c) above. Reserve Account Rewards are compounded and credited monthly. You are responsible for any federal, state and/or local tax liability that may arise as a result of your receipt of Reserve Account Rewards. If you close your Account before any Reserve Account Reward is credited, you will not receive the amount of any accrued Reserve Account Reward which has not been credited.

5. AUTHORIZATION. You authorize Pitney Bowes to debit your Account electronically for the purposes specified in Section 3(a) above and for any returned or reversed deposits or corrections to amounts previously credited to your Account.

6. TERMINATION OF AUTHORIZATION. Your authorization contained in Section 5 above is required for your participation in the Program and shall remain in full force and effect until written notice of modification or termination of authorization from you has been received by us at Pitney Bowes Postage Reserve Account, 27 Waterview Drive, Shelton, CT 06484-7135, and we have had a reasonable period of time to act thereon.

7. PURCHASE POWER ACCOUNT; EASYPERMITPOSTAGE® ACCOUNT. Subject to Section 3(c) above, if you are a Purchase Power customer and/or an EasyPermitPostage customer, postage meter or account refills, permit mail postage transactions, Presort Charges, Transportation Charges, Miscellaneous Charges and other related fees and charges which exceed your Account balance will be paid for by debiting the full amount in your Account, and the remaining balance of such refills and related fees and charges will be charged to your Purchase Power line of credit or EasyPermitPostage line of credit, as the case may be, to the extent such credit is available and may be utilized in connection with such charges. Purchase Power transactions are subject to the provisions of the terms and conditions governing your Purchase Power account and EasyPermitPostage transactions are subject to the provisions of the terms and conditions governing your EasyPermitPostage account.

8. STATEMENTS. We will mail or make available to you a Reserve Account statement showing your transactions under the Program, including deposits, debits for postage meter refills, permit mail postage purchases, Presort Charges, Transportation Charges, Miscellaneous Charges or account and any related fees and charges, and credits for Reserve Account Awards. Your Reserve Account statement will also display your Available Balance. Your Reserve Account statement will be (i) sent to you by mail at the current address shown in our files or (ii) made available in the Pitney Bowes portal, in which case, we will notify you electronically at your current email address shown in our files that such

statement is available.

9. ADDRESS AND TELEPHONE NUMBER. If you have any questions regarding the Program or your Account, call 1-844-256-6444 during regular business hours, or write to us at Pitney Bowes Postage Reserve Account, 27 Waterview Drive, Shelton, CT 06484-7135.

10. BUSINESS DAYS. Our business days are Monday through Friday. Saturdays, Sundays, and national holidays are not business days.

11. ACCOUNT CHARGES.

RETURNED ITEM FEE. If a check that you deposited with the Bank, or an ACH direct debit you authorized, is returned unpaid by the financial institution on which it is drawn, the amount of the returned check or ACH debit, as applicable, will be charged against your Account. The Bank will charge a fee of \$50 per returned item for all deposited items returned unpaid.

INACTIVITY FEE. If your Account has had no transaction activity for twelve (12) months from the later of the date of your last transaction or date of the last annual account maintenance fee charge, as applicable, you agree to pay an annual account maintenance fee of up to \$180.

ACCOUNT SERVICE FEE. To service and provide your Account, we impose a fee of \$5 per Statement Period. If at the end of each day in a Statement Period your Available Balance is equal to or exceeds \$500, we will waive this account service fee for the applicable Statement Period.

12. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. Neither Pitney Bowes nor the Bank will disclose information to third parties about your Account or the transactions you make except: a) Where necessary for completing transactions; b) To comply with applicable laws, governmental regulations, or legal process (such as a court order or subpoena); c) To our affiliates (persons that control, or are controlled by, or under common control with, the Bank or Pitney Bowes); or d) If you give us your written permission.

13. INCOMPLETE PAYMENTS OR TRANSFERS. We reserve the right to cancel and not make certain transfers for various reasons, including but not limited to: a) The payment or transfer would exceed the amount of money you have in your Account; b) The funds in your Account are subject to legal process or other encumbrances restricting payments and transfers, or your Account has been re-titled, closed or blocked for security purposes; and c) Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

14. IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. Telephone or write us using the address and telephone number provided in Section 9 above as soon as you can, if you think your Reserve Account Statement is wrong or if you need more information about a transfer or item listed on the statement. We must hear from you no later than thirty (30) days after we sent you the FIRST statement in which the problem or error appeared. a) Tell us your name and Account number. b) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. c) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or questions. If we decide to do this, we will re-credit your Account within ten (10) business days for the amount you think is in error. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your Account.

15. OTHER TERMS AND CONDITIONS. a) Assignment/setoff. We may assign this Agreement, and the Bank may assign your Account, without obtaining your consent. You may not assign or transfer your Account or this Agreement without our prior written consent. You also agree that, subject to applicable law, we have a lien and security interest and right of setoff in your Account. This means that if you owe us money for any reason, we may take the funds owed to us from your Account and apply them to the amounts owed by you to the extent allowed by law, even without giving you prior notice. b) What law applies. This Agreement is governed by the laws of the state of Utah and applicable Federal laws. c) Provisions severability. If any provision of this Agreement is held to be invalid or unenforceable, the rest of this Agreement will not be affected. d) Legal action. If we initiate any legal action to collect money owed to us under this Agreement, you agree to pay all our costs for such action, including any reasonable attorneys' fees. e) Federal deposit insurance. Funds deposited in your Account may be insured by the Federal Deposit Insurance Corporation (FDIC). FDIC standard deposit insurance coverage amount is \$250,000 per depositor, per insured bank, for each account ownership category. Please visit the <https://eddie.fdic.gov> for more information. f) USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, in order to activate your Account, the Bank asks that you 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 your Account to 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. In order to participate in the Program, you must provide the information described in this paragraph. You agree to provide all such requested identifying information.

16. AMENDMENT. We reserve the right to change the charges, fees, or other terms described in this Agreement. The Bank will notify you of any change in the terms of this Agreement by written notice at the address for the Account which is shown on the Bank's records or by electronic notice via your email address that is then on file with the Bank. You are consenting to electronic delivery of any amendments to the Program terms.

17. CANCELLATION. We may cancel this Agreement and your privilege to participate in the Program upon written notice that will be provided by mailing a letter or electronic delivery to the email address on file mailed to you at the current address shown in our files. If we elect to cancel this Agreement, your participation in the Program will terminate, your Account will be closed, and we will refund the money in your Account (if any) by check mailed to you within thirty (30) days after the date we cancel this Agreement. You may cancel this Agreement at any time by notifying us in writing. If you do this, your participation in the Program will terminate, your Account will be closed, and we will refund the money in your Account (if any) by check mailed to you within thirty (30) days after we receive notice of your decision to cancel this Agreement. Ending this Agreement will not affect your obligations under this Agreement.

FUNDS AVAILABILITY SCHEDULE FOR YOUR ACCOUNT. Subject to the transaction limitations and the Bank's right to require notice as discussed in Section 3 above, the Bank's policy is to generally make funds from your deposits available to you within two (2) business days after the date on which we receive your deposit. We may delay the availability of deposited funds up to five (5) business days after the date upon which we receive your deposit under the following circumstances:

- We believe a deposited check or ACH credit or debit will not be paid;
- Your Account has had a negative Available Balance at any time in the last six (6)

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Reserve Account is a product of The Pitney Bowes Bank, Inc., Member FDIC.

Reserve Account, your Purchase Power account and your EasyPermitPostage account are for commercial use only.

Pitney Bowes, the Corporate design, and EasyPermitPostage are trademarks of Pitney Bowes Inc. or a subsidiary.

United States Postal Service is a registered trademark of the United States Postal Service.

Statement Periods;

- We experience an emergency, such as a failure of communications or computer equipment preventing us from depositing your funds.

Once funds are available, you may use the funds to pay for the postage meter or account refills through the Pitney Bowes Inc. Pitney Bowes Postage service, to pay for permit mail postage through the United States Postal Service EPS service and to pay for the Presort Charges, Transportation Charges, Miscellaneous Charges and other related fees and charges.

RA-01

PARTICIPATING ADDENDUM
to NASPO ValuePoint
Mailroom Equipment, Supplies & Maintenance
Master Agreement No. CTR058808
Between
Pitney Bowes Inc.
And
The State of Colorado
Contract # 181369

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the “Participating Addendum”), is entered into by and between **Pitney Bowes Inc.** (“Contractor”) and the **State of Colorado, acting by and through the State Purchasing & Contracts Office** (the “State”). This Participating Addendum covers usage of the **Mailroom Equipment, Supplies & Maintenance** category of the Master Agreement led by the State of **Arizona** (the “Master Agreement”), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the Chief Procurement Officer. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit D, Products and Price List**, of this Participating Addendum.

2. PARTICIPATION

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State’s statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. The State hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the terms and conditions of this Participating Addendum, as if each such entity were an original signatory hereto. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

A. The Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

B. The following modifications shall be made to the Master Agreement with respect to Contractor’s performance pursuant to this Participating Addendum:

- i.** Section 7 of the Master Agreement, Lead State (State of Arizona) Terms & Conditions, shall be struck in its entirety.

- ii. All Additional Participating States’ Terms and Conditions shall be struck in their entirety.

4. EQUIPMENT, MAINTENANCE AND SOFTWARE OPTIONS

- A. A Purchasing Entity may purchase or lease Equipment and software under this Participating Addendum. Fair Market Value (FMV) and Lease to Own Leases are both authorized.
- B. Purchasing Entity’s may take immediate ownership of Equipment through an up-front purchase by use of **Attachment 1, Equipment Purchase Terms and Conditions**. In addition, **Attachment 2, Lease to Own Terms and Conditions – Option A**, shall be used for all Lease to Own Leases; **Attachment 3, Fair Market Value Rental Terms and Conditions – Option B**, shall be used for all Cancellable Rental Leases, and **Attachment 4, Fair Market Value Lease Terms and Conditions – Option C**, shall be used for all FMV Leases.
- C. Purchasing Entity’s may also utilize Contractor’s software subscriptions and software licenses by utilizing **Attachment 5 through Attachment 8**.
- D. The State has reviewed and approved the terms and conditions in the Contractor’s documents, which are attached hereto as Attachments 1 through 8, and incorporated by reference. Purchasing Entities are still advised however, to conduct their own internal review of Contractor’s documents prior to entering into any type of Order. Further, Purchasing Entities should have their IT Department review Attachment 6 to ensure it does not conflict with their internal requirements. No other Contractor documents are permissible under this Participating Addendum unless mutually agreed to in writing by Contractor and the State. Should there be a conflict between the terms and conditions of this Participating Addendum, and Attachments 1 through 8, this Participating Addendum shall govern, except to the extent such conflict would cause either party to be noncompliant with United States Postal Service Regulations.
- E. In the event the Purchasing Entity receives or obtain copies of the language in Attachments 1 through 8, and the language varies from what is listed in the Attachments to this Participating Addendum, the language incorporated into this Participating Addendum, shall prevail.

5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor’s primary contact shall be ultimately responsible for ensuring that all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:
 Nikki Pollack
 Colorado State Purchasing & Contracts Office
 1525 Sherman Street, 5th Floor
 Denver, CO 80203
 Phone: 303-866-5671
 E-mail: nikki.pollack@state.co.us

Primary Contact for the Contractor:
 Francie Coffey, Director, Government Channel
 Pitney Bowes Inc.
 3001 Summer St.
 Stamford, CT 06926
 Phone: 213-256-1917
 E-mail: francie.coffey@pb.com

Each individual identified in this §5 of the Participating Addendum shall be the primary contact of the designated Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's primary contact at the address set forth above or (C) as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

6. SUBCONTRACTORS

- A. The Contractor may only use Subcontractors, as defined in Exhibit A, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated State website, are approved to provide sales and service support to the State and any Purchasing Entity in the State.
- B. Contractor shall remain the primary Contractor fully accountable to the State for ensuring that its Subcontractors comply with the terms of this Participating Addendum.
- C. Contractor shall provide written notice to the State with respect to any changes to their list of Authorized Dealers in Colorado, and shall obtain written approval from the State, which shall not be unreasonably withheld, prior to adding additional dealers to the list of providers.
- D. The State may remove an Authorized Dealer from Contractor's list, at any time, and without further explanation or process.

7. ORDERS

Any Order placed by a Purchasing Entity in the State of Colorado for Goods and Services available under this Participating Addendum shall be deemed to be a sale (and governed by the prices and other terms and conditions) under the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum. Any Order entered into while this Participating Addendum is in effect, shall survive the termination of this Participating Addendum, and shall still be bound by the original terms and conditions, as amended, of this Participating Addendum.

8. ORDER OF PRECEDENCE

In the event of a conflict of inconsistency between this Participating Addendum, any Exhibits or Attachments, and the Master Agreement and any of its Attachments, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions in §20 of **Exhibit A** to this Participating Addendum, State Specific Terms;
- B. The provisions of this Participating Addendum;
- C. All other sections of **Exhibit A**, State Specific Terms;
- D. **Exhibit B** of this Participating Addendum, Information Technology Provisions;
- E. **Exhibit C** of this Participating Addendum, Statement of Work;

- F. Section 6** of the Master Agreement, NASPO ValuePoint Master Agreement Terms and Conditions;
- G. Exhibit D** of this Participating Addendum, Products and Price List;
- H.** A Purchasing Entity's Order;
- I. Attachment 1 through Attachment 8** of this Participating Addendum, with no particular order of precedence; and
- J.** Contractor's Proposal.

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A, §19** or the main body of this Participating Addendum.

THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM

<p>CONTRACTOR Pitney Bowes Inc.</p> <p>By: Art Adams Title: Director, Government Contract Compliance</p> <p>DocuSigned by: <i>Arthur E. Adams Jr.</i> ECFB0728F789462... Signature</p> <hr/> <p>Date: <u>2/20/2023</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration State Purchasing and Contracts Office Tony Gherardini, Executive Director</p> <p>DocuSigned by: <i>John Chapman</i> EF45AFDEB51E414... By: John Chapman, State Purchasing Manager</p> <hr/> <p>Date: <u>2/21/2023</u></p>
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STATE OF COLORADO
Governor's Office of Information Technology

In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.

STATE CHIEF INFORMATION OFFICER
Anthony Neal-Graves, Chief Information Officer and Executive Director

Signed: _____
DocuSigned by:
Renée Albersheim
B4A1D6B1641D4B8...
Printed Name: Renée Albersheim

Date: 2/21/2023

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
DocuSigned by:
Chelsea Gilbertson
2C13912416524B1...
Name: Chelsea Gilbertson
Delegate

Effective Date: 2/23/2023

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EXHIBIT A, STATE SPECIFIC TERMS

1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

2. PURPOSE

The Parties are entering into this Participating Addendum for the Contractor to provide mailing equipment, supplies and maintenance to Purchasing Entities. The Contractor was selected as a result of the State of Arizona's solicitation, **BPM003137**.

3. TERM

A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date and shall be co-terminus with the NASPO ValuePoint Master Agreement **#CTR058808**. Unless this Participating Addendum is terminated earlier, as described herein, or the Lead State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will be automatically extended beyond the initial term if the Master Agreement term is extended, per **§3.B**.

B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

C. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Participating Addendum has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Participating Addendum necessary to complete outstanding Orders shall survive the expiration or termination of this Participating Addendum until all Orders are complete.

D. Early Termination in the Public Interest

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by **§14.i**. In the event of termination of the Participating Addendum, all underlying leases, rental maintenance and license/subscription agreements to this Participating Addendum, including applicable terms and conditions will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§5** of this Participating Addendum. The notice shall specify the effective date of the termination

and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §14.

iii. Payments

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their Orders with the Contractor. The sum of any payment shall not exceed the maximum amount payable to Contractor under each Order.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Acceptance Testing”** means acceptance testing as set forth in a statement of work, if any, between the Purchasing Entity and Contractor.
- B. “Administration Fee”** means the fee that is due to the State for the administration of this Participating Addendum, as described in §7.A. of this **Exhibit A**.
- C. “Attachments”** means the following Attachments to this Participating Addendum:
- i. Attachment 1**, Pitney Bowes Equipment Purchase Terms and Conditions
 - ii. Attachment 2**, Lease to Own Terms and Conditions – Option A
 - iii. Attachment 3**, Fair Market Value Rental Terms and Conditions – Option B
 - iv. Attachment 4**, Fair Market Value Lease Terms and Conditions – Option C
 - v. Attachment 5**, DI2000 Terms and Conditions
 - vi. Attachment 6**, Hosting Addendum to Software License Agreement
 - vii. Attachment 7**, Pitney Bowes On-Premise Software License Agreement
 - viii. Attachment 8**, Pitney Bowes On-Demand Subscription Services Agreement
- D. “Authorized Dealer”** means the Contractor’s agent or Subcontractor who is authorized and certified by the Contractor to sell the Contractor’s products under this Participating Addendum, and perform machine installation and maintenance.
- E. “Breach of Contract”** means the failure of a Party to perform any of its material obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- F. “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- G. “Buyout to Return”** means the early termination option on an FMV Lease Agreement and

consists of any current amounts due, plus the remaining stream of Equipment payments.

- H. **“Cancellable Rental”** means an Equipment agreement that shall be cancellable given ninety (90) days written notice to the Contractor at any point during the rental term, and shall be subject to a three (3) month rental payment penalty.
- I. **“Ceiling Price”** means the maximum price a Contractor or a Subcontractor may charge for a Service under this Participating Addendum.
- J. **“Chief Procurement Officer”** means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all Goods and Services needed by the State.
- K. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- L. **“Confidential Information”** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S. (“CORA”).
- M. **“Consumable Supplies”** means any product that gets used up or is discarded once used, such as ink cartridges.
- N. **“Contract”** means this Participating Addendum, including all attached Exhibits and Attachments, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- O. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.
- P. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.
- Q. **“Effective Date”** means the date Contract is signed by the State Controller or their designee.
- R. **“Embedded Software”** means one or more software applications that permanently reside on a piece of Equipment.
- S. **“Environmentally Preferable Products”** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.
- T. **“Equipment”** refers to the base unit, either with or without optional accessories and/or software. For purposes of this Contract, “Equipment” shall also refer to a postage meter.
- U. **“Equipment Trade-In”** is an agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s previously owned device, often for a discounted amount.
- V. **“Equipment Upgrade or Downgrade”** is a replacement of the Purchasing Entity’s existing lease Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease is then originated for the new piece of Equipment, with the remaining lease payments on the old Equipment wrapped into it. The old lease is closed out, and the Equipment is returned to

Contractor.

- W. **“Exhibits”** means the following exhibits attached to this Participating Addendum:
- i. **Exhibit A**, State Specific Terms;
 - ii. **Exhibit B**, Information Technology Provisions;
 - iii. **Exhibit C**, Statement of Work; and
 - iv. **Exhibit D**, Products and Price List.
- X. **“Extension Term”** means the period defined in §3.B.
- Y. **“Fair Market Value (FMV) Lease”** means a lease in which the Purchasing Entity can either (i) take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, (ii), enter into a Renewal Term for the Equipment, or (iii) return the Equipment to Contractor at the end of the Initial Lease Term.
- Z. **“Goods” (also referred to as “Equipment”)** means any moveable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum, and shall include any moveable material acquired, produced, or delivered by Contractor in connection with the Services.
- AA. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- BB. **“Initial Lease and/or Cancellable or Postage Meter Rental Term”** means the length of time (i.e. 24, 36, 48, or 60 months) that a Purchasing Entity enters into a Lease or Rental Agreement.
- CC. **“Initial Term”** means the period as defined in §3.A of this **Exhibit A**.
- DD. **“Lead State”** means the State of Arizona, which is centrally administering the Master Agreement.
- EE. **“Lease to Own”** means a lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity upon installation of the Equipment.
- FF. **“Legacy Equipment”** means devices that were purchased, leased, or rented under a prior NASPO ValuePoint Agreement, another program, or via any other means.
- GG. **“Minimum Monthly Payment”** means the equipment, meter and service portion of the payment, less any supply payments.
- HH. **“Order”** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Services described in this Participating Addendum from the Contractor, and shall include any modification to such a document.
- II. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- JJ.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- KK.** “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- LL.** “**Postage Meter Rental Agreement**” means a rental agreement that is governed by the United States Postal Service regulations.
- MM.** “**Preventative Maintenance**” means maintenance that is performed on the equipment to ensure it adheres to the manufacturer performance standards. Services include cleaning, lubrication, parts replacement and any necessary adjustments.
- NN.** “**Production Equipment**” means a high-speed, high quality device that typically has advanced functionality.
- OO.** “**Purchasing Entity**” means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.
- PP.** “**Regular Business Hours**” means 8:00AM through 5:00PM, Monday through Friday, holidays excluded.
- QQ.** “**Renewal Lease and/or Rental Term**” means a month to month extension of the Initial Lease Term, the Cancellable Rental Terms and/or the Postage Meter Rental Term.
- RR.** “**Services**” means the services to be performed by Contractor as set forth in this Participating Addendum.
- SS.** “**State Confidential Information**” means any State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which **(i)** is subject to disclosure pursuant to CORA; **(ii)** is already known to Contractor without restrictions at the time of its disclosure to Contractor; **(iii)** is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; **(iv)** is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or **(v)** was independently developed without reliance on any State Confidential Information.
- TT.** “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- UU.** “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- VV.** “**State Records**” means any State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

WW. “Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of the Work. The term “Subcontractor” includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.

XX. “Useful Life” means the period during which the Equipment is expected to be usable for the purpose in which it was manufactured.

YY. “Work” means the Services performed pursuant to this Contract.

ZZ. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” is not “work for hire” and does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work. “Work Product” also specifically excludes any licensed software or other intellectual property owned or developed by Contractor, which are available for use under a license agreement.

Any other term used in this Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of **Exhibit C, Statement of Work**.

6. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

- i. Contractor shall allow Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the Purchasing Entity.
- ii. The Purchasing Entity shall not pay any amount to Contractor under this Participating Addendum unless the Purchasing Entity issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity’s Order. Contractor shall not invoice the State under any Order. Contractor shall allow 45 days for Purchasing Entities to pay an invoice following the receipt of the invoice, unless the Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that Purchasing Entity payments made within 45 days are not considered delinquent, and unless otherwise agreed, Purchasing Entities will pay interest on any unpaid balance beginning on the 46th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the

liability. Contractor shall invoice the Purchasing Entity separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§24-30-202(24), C.R.S., as amended.)

ii. Payment Disputes

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented, including any accounting transpositions, by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination of Order

- a. Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the Purchasing Entity's current Fiscal Year. Payment to Contractor beyond the Purchasing Entity's current Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent fiscal year (See Colorado Special Provisions). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice at the end of the then current fiscal year terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services that are delivered and accepted prior to the effective date of notice of termination of Order..
- b. The Purchasing Entity may effect such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with §5 of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify Contractor of any anticipated termination.

iv. Discount and Delinquency Period

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date the Purchasing Entity approves the invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an

authorized Purchasing Entity representative, whichever is later.

7. PAYMENTS TO STATE

A. Administrative Fees

- i. Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate an Administrative Fee equal to 1% of the Total Sales (less credits issued as a result of returned Equipment) made under Orders during that State Fiscal Year quarter. Contractor shall pay the State the Administrative Fee for each State Fiscal Year quarter within 30 days following the end of that State Fiscal Year quarter.
- ii. Contractor shall remit all Administrative Fees to the State's primary contact identified in §5 of the Participating Addendum and with the payee as "State of Colorado."

8. REPORTING – NOTIFICATION

A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in §5 of this Participating Addendum within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

- i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
 - a. The total sales by each type of Purchasing Entity under this Participating Addendum.
 - b. The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.
 - c. The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.
 - d. The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Participating Addendum.
 - e. The total sales of environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Participating Addendum.
 - f. The amount of the total quarterly Administrative Fee due to the State.
 - g. Any additional summary information as requested by the State if available by Contractor.
- ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:
 - a. The name of the Purchasing Entity to whom the sale was made;
 - b. The date of the sale.
 - c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended price for the item calculated by multiplying the unit price by the quantity, the list price per unit for the

item, the extended list price for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list price.

- d. Any other detailed information as requested by the State, if available to Contractor.

B. Additional Operational Reporting

Upon request by the State, the Contractor shall provide operational reporting that includes historical or payment information related to any of the Purchasing Entities as reasonably requested by the State. The Contractor shall provide all such additional reports within 30 Business Days following the State's request for that information, unless the State agrees to a longer period in writing.

C. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact identified in §5 of the Participating Addendum .

D. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with §5 of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds.

By agreement of the parties, it is understood that Contractor will perform necessary and appropriate Services outside both the State of Colorado and the United States and will utilize subcontractors to the extent it deems necessary and appropriate to conduct its business operations. The State consents to such use and shall not require specific information relating to such use nor justification therefor except for the notification requirements under §24-102-206.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the charges for the Work (the "Contractor Records") performed by the Contractor and any Subcontractors, that are required to ensure proper charging for performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Participating Addendum expires or is terminated, (ii) final payment under this Participating Addendum is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the

date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 5 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Participating Addendum using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Reserved

E. Periodic Business Reviews

- i. The State may schedule periodic business reviews to review Contractor’s performance under this Participating Addendum.
- ii. Contractor shall use commercially reasonable efforts to ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.
- iii. Contractor’s primary contact designated in §5 of this the Participating Addendum shall be reasonably available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with this Participating Addendum and all applicable laws. If Contractor or any of its Subcontractors will or may receive access to State Records, then Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, if applicable, **(ii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, and **(iii)** Criminal Justice Information Services Security Policy for all CJI, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s primary contact as identified in §5 of the Participating Addendum.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Participating Addendum. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements or are subject to confidentiality obligations by policy or otherwise containing nondisclosure provisions at least as protective as those in this Participating Addendum, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Participating Addendum and a written request from the State to Contractor, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State within 72 hours and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security

practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Participating Addendum, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Participating Addendum.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor has reason to believe a conflict may exist but is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction concerning the actual or apparent conflict constitutes a breach of this Participating Addendum.

12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. Insurance companies as approved by the State shall issue all insurance policies required by this Participating Addendum.

A. Workers’ Compensation

Workers’ Compensation insurance as required by state statute, and employers’ liability insurance covering all Contractor employees acting within the course and scope of their employment. Contractor shall require any Subcontractor to have the same Worker’s Compensation insurance and liability insurance for their employees. Insurance must stay in place and in effect even if the contract terms expires, until all product or terms of the contract are completed and satisfied up to 120 days after contract term expires.

B. General Liability

Commercial general liability insurance for the acts and omissions of Contractor’s employees covering premises operations, fire damage, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$2,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and \$50,000 any 1 fire.

Contractor shall require any independent contractor to have the same minimum limits as outlined in this section.

C. Automobile Liability

Automobile liability insurance, which may be self-insured, covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber Liability

Liability insurance covering all loss of State Confidential Information, such as PII, PCI, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each claim; and
- ii. \$2,000,000 general aggregate.

E. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §5 of the Participating Addendum within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Participating Addendum shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity

Act, §§24-10-101, *et seq.*, C.R.S. (the “GIA”), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor’s insurance coverage required in this Participating Addendum within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following the Effective Date, except that, if Contractor’s subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following Contractor’s execution of the subcontract. No later than 15 days before the expiration date of Contractor’s or any Subcontractor’s coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; but not any underlying Orders which will continue for the then remaining term of such Order, providing such Order was not the cause of Contractor’s breach or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

14. REMEDIES

A. State’s Remedies

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in §13, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

- a.** In the event of Contractor’s uncured breach, the State may terminate this entire

Participating Addendum or any part of this Participating Addendum but not any underlying lease agreements, providing such lease was not the cause of Contractor's breach. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if any.

- b. If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under **§3.D**. All underlying leases, rental maintenance and license/subscription agreements to this Participating Addendum, including applicable terms and conditions will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, providing such lease, rental maintenance and license/subscription agreements were not the cause of Contractor's breach.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

Request immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest. In the event of such request, the parties will immediately meet in order to accommodate or resolve such a request.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in **§13** and the dispute resolution process in **§15** shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

- i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in this Participating Addendum, and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

ii. Payments and Damages

- a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay

Contractor for accepted Work received as of the date of termination. Upon prior notice to Contractor, a Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

- b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.
- c. Upon prior notice to Contractor, a Purchasing Entity may deny payment to Contractor for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

15. DISPUTE RESOLUTION

A. Order Disputes, Termination and Resolution

- i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with §5 of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.
- ii. A Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order and if the Contractor has not cured the breach within 30 days of receipt of notice from the Purchasing Entity detailing the breach. Termination of an Order shall not terminate any other Order or this Participating Addendum.
- iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination

B. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in §5 of the Participating Addendum, shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

C. Resolution of Controversies arising under this Participating Addendum

If the initial resolution described in §15.B. fails to resolve the dispute within ten (10) Business Days, Contractor shall, without waiving any other rights or remedies it may have, submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the

State Purchasing and Contracts Office as described in in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), and if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

It is understood and agreed upon by the parties that Contractor will not be providing any non-Contractor-owned or non-Contractor or third party licensed intellectual property related to the Work Product in its performance of the Services.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Participating Addendum, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Participating Addendum without the prior written consent of the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum’s terms. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity’s request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity’s request.

18. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply to the extent applicable to Contractor or the services provided by Contractor hereunder. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, , 24-106-106, and , C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

19. GENERAL PROVISIONS**A. Assignment**

Contractor's rights and obligations under this Participating Addendum are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Participating Addendum. In addition, the State may not transfer or assign this Participating Addendum or any rights or obligations hereunder without prior notification to the Contractor.

B. Subcontracts

Contractor is hereby providing notice to the State of its use of subcontractors and the State consents to such use as Contractor deems necessary and appropriate in order to provide Services. All subcontracts entered into by Contractor in connection with this Participating Addendum shall comply with all applicable federal and state laws and regulations, and shall be subject to all provisions of this Participating Addendum.

C. Binding Effect

Except as otherwise provided in §A., all provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Participating Addendum and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Participating Addendum are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Participating Addendum to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Entire Understanding

This Participating Addendum represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to by the Parties in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Participating Addendum to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Participating Addendum.

K. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, if the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

L. Survival of Certain Contract Terms

Any provision of this Participating Addendum that imposes an obligation on the Contractor or a Purchasing Entity after termination or expiration of this Participating Addendum shall survive the termination or expiration of this Participating Addendum and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that

any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

N. Third Party Beneficiaries

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in §19.A, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to this Participating Addendum, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Participating Addendum, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Participating Addendum, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Participating Addendum, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Participating Addendum.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Participating Addendum.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §10 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including

reasonable attorneys' fees and costs) incurred by the State in relation to any negligent act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Accessibility

- i.** Contractor shall provide documentation (VPAT) of compliance with: 1) the Work Product provided under this Contract 2) all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii.** Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii.** The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials

shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE

Contractor agrees that Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this

Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program.

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

EXHIBIT B, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the “Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Participation Addendum to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

- A.** In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B.** The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i.** Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii.** The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
 - iii.** Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C.** Contractor shall, and shall cause its Subcontractors to meet all of the following:
 - i.** Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - ii.** Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - iii.** Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv.** Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v.** Promptly report all Incidents that result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
 - vi.** Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at

www.oit.state.co.us/about/policies.

- D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed upon employment with Contractor shall be deemed to be current.
 - i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

- A. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- B. Contractor shall not allow remote access to the State Records from outside the United States, including access by Contractor's employees or agents, without the express written consent of OIS; provided however, Contractor may implement any data transfer to Contractor's employees in India for legitimate business purposes including to provide any technical and customer support, maintenance, and troubleshooting as requested by the Purchasing Entity and to fulfill all other obligations under the Participating Addendum with due observation of all applicable laws and regulations and preservation of the confidentiality of the Purchasing Entity/Licensee Data. Contractor shall communicate any other request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

- i.** Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
 - ii.** Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C.** Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A.** In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i.** All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
 - ii.** All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a.** Health Information Portability and Accountability Act (HIPAA)
 - b.** IRS Publication 1075
 - c.** Payment Card Industry Data Security Standard (PCI-DSS)
 - d.** FBI Criminal Justice Information Service Security Addendum
 - e.** CMS Minimum Acceptable Risk Standards for Exchanges
 - f.** Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration
 - iii.** Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>. Contractor shall provide Voluntary

Product Accessibility Template (VPAT) documentation, as well as other documentation and information as outlined herein.

- B.** Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include a Verizon Cyber Certification Certificate, if applicable, and an annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, from Contractor when available.

- C.** To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIT. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSFER OF STATE RECORDS

Upon request by the State prior to expiration or earlier termination of this Contract Contractor shall provide reasonable and necessary assistance to accomplish a complete transfer of the State Records from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transfer of the State Records designated by the State. All services related to such transfer shall be performed at no additional cost beyond what would be paid for in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

- A.** To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- B.** Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- C.** If upon receipt of the State's Audit Certification, the Parties reasonably determine that:
 - (i)** the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract

("Overuse") and **(ii)** the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

EXHIBIT C, STATEMENT OF WORK

1. CONTRACTOR PERSONNEL

1.1. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

1.2. Key Personnel

Contractor shall appoint a Primary Point of Contact for the following duties:

1.2.1. Serve as the individual responsible for addressing all questions and concerns for the State and Purchasing Entities, unless an Order specifies another point of contact for that Order.

1.2.2. Ensure the completion of all Work in accordance with the Participating Addendum requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all Work.

1.2.3. Oversee all other personnel and ensure proper staffing levels throughout the term of the Participating Addendum.

1.2.4. Ensure the completeness and accuracy of the Quarterly Volume Reports described in **Exhibit A**.

1.2.5. Ensure the final submission of the Quarterly Volume Reports described in **Exhibit A**, by the appropriate due date for that report.

2. ORDERING AND ORDER FULFILLMENT

2.1. Ordering

2.1.1. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.

2.1.2. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.

2.1.3. Contractor shall have the capability to accept procurement credit cards.

2.1.4. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.

2.1.5. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this Participating Addendum.

2.1.6. If Contractor provides for ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal

or electronic catalog.

- 2.1.7. Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Participating Addendum and shall have a link to the State's price agreement web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.
- 2.1.8. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media to each Purchasing Entity upon request by that Purchasing Entity.
- 2.1.9. If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Participating Addendum.
- 2.1.10. Any quote Contractor provides shall be honored for ninety (90) calendar days.

2.2. Equipment Acquisition Options

2.2.1. **Equipment Purchase.** A Purchasing Entity may do an up-front purchase of Equipment, Software, Supplies and Maintenance, in accordance with their own purchasing policies and in compliance with the Master Agreement, this Participating Addendum and Contractor Order terms.

2.2.2. Postage Meter Rental

- 2.2.2.1. A Purchasing Entity may only rent postage meters, pursuant to the terms and conditions identified herein.
- 2.2.2.2. A Postage Meter Rental Agreement issued prior to the expiration or termination of this Participating Addendum shall survive the termination of this Participating Addendum and the Master Agreement.
- 2.2.2.3. All postage meter rental payments shall be billed on a quarterly basis during the initial rental term.
- 2.2.2.4. After the initial rental term, Purchasing Entity shall have the option to renew the rental on an annual basis.
- 2.2.2.5. A Postage Meter Rental Agreement shall not be subject to automatic renewals.
- 2.2.2.6. A Purchasing Entity shall not incur any penalties for early termination of a Postage Meter Rental Agreement.
- 2.2.2.7. At the end of the Initial and/or Rental term, the postage meter shall be returned to Contractor at Purchasing Entity's sole expense.

2.2.2.8. Postage meter pickups/returns must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term, or, if the Purchasing Entity is responsible for returning the postage meter, then it must be returned within thirty (30) calendar days of receiving the return shipping instructions from the Contractor.

2.2.3. Equipment Leasing and Rental

2.2.3.1. Leasing and Rental Overview

- a) A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein, and in **Attachments 2 through 4**.
- b) In the event that the term of a Lease or Rental Agreement extends beyond the term of the Participating Addendum, the terms and conditions of the Participating Addendum shall continue to apply.
- c) A Lease or Rental Agreement issued prior to the expiration or termination of this Participating Addendum shall survive the termination of this Participating Addendum and the Master Agreement.
- d) A Purchasing Entity shall have the option to renew a FMV Lease or a Cancellable Rental on a month-to-month basis after the Initial Lease or Rental Term, but at no time shall the renewal period exceed the Useful Life of the Equipment.
- e) Lease and Rental Agreements shall not be subject to automatic renewals.
- f) With the exception of a Lease to Own (Option A) arrangement, or unless exercising the purchase option on an FMV Lease (Option C) or a Cancellable Rental (Option B), a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- g) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term, or, if the Purchasing Entity is responsible for returning the Equipment, then it must be returned within thirty (30) calendar days of receiving the return shipping instructions from the Contractor and/or Leasing company.
- h) Any Equipment that is returned to the Contractor shall be at the Purchasing Entity's sole expense.
- i) The total lease or rental term, including any renewals, shall not exceed 60 months or the Useful Life of the Equipment, whichever occurs first.

2.2.3.2. Leasing Options**a) FMV Lease – Option B**

- i.** A Purchasing Entity shall have the option to enter into an initial 24, 36, 48, or 60 month-term at the sole discretion of the Contractor.
- ii.** Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1)** Exercise their purchase option;
 - 2)** Renew the lease on a month-to-month basis (if in compliance with Section 2.2.3.1 (i) above); or
 - 3)** Return the Equipment to a location designated by the Contractor and/or the leasing company, or have the Contractor pick the Equipment up.
- iii.** Except in the case of Non-appropriation of funds, FMV Lease Agreements shall be subject to an early termination charge which shall be equal to the net present value of the quarterly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.
- iv.** The Postage Meter Rental portion of the Lease Payment shall not be included in the early termination charge

b) Lease to Own – Option A

- i.** A Purchasing Entity shall have the option to enter into an initial 24, 36, 48, or 60 month-term at the sole discretion of the Contractor.
- ii.** Upon installation of the Equipment, title to the Equipment shall pass to the Purchasing Entity subject to the terms and conditions set forth in Attachment 2.

c) Cancellable Rental – Option C

- i.** A Purchasing Entity shall have the option to enter into an initial 24, 36, 48, or 60 month-term at the sole discretion of the Contractor.
- ii.** A Purchasing Entity may cancel their Rental Agreement at any time, by providing a ninety (90) day advance notice to the Contractor.
- iii.** If a Purchasing Entity cancels their Rental Agreement, then they shall pay a penalty to Contractor in the amount of three (3) months worth of Total Payments (i.e. the Equipment portion of the payment and the Maintenance portion of the payment).

- iv. Upon the expiration of the Initial Rental Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the rental on a month-to-month basis (if in compliance with Section 2.2.3.1 (i) above); or
 - 3) Return the Equipment to a location designated by the Contractor and/or the leasing company, or have the Contractor pick the Equipment up.

2.2.3.3. Leasing Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i. The Purchasing Entity shall have possession of the Equipment for the term set forth in the Order, unless the applicable Order is terminated early, such as with the case of Non-Appropriation of Funds.
- ii. Prior to the end of the Initial FMV Lease Term or Cancellable Rental Term, the Purchasing Entity shall provide the Contractor with a 30-day written notice regarding their intent to renew, purchase or return the Equipment. If the Purchasing Entity fails to send Contractor a written notice, then Contractor shall ensure that the Purchasing Entity receives instructions to return the Equipment within 30 days after the end of the initial term. Alternatively, Contractor can elect to pickup the Equipment from the Purchasing Entity at the end of the initial term, upon mutual arrangement with the Purchasing Entity. If Purchasing Entity fails to provide Contractor with access to the Equipment within 30 days after the end of the initial term, then Contractor may continue to bill Purchasing Entity the monthly Lease or Rental Payment on a pro-rated basis until such Equipment is picked up.
- iii. If the Purchasing Entity has renewed their FMV Lease Agreement or their Cancellable Rental Agreement beyond the initial term, then they shall provide the Contractor with a 30-day prior written notice of their intent to terminate the renewal term.
- iv. Contractor warrants that it has good title to the Equipment.
- v. At the expiration of the Initial Lease/Rental or Renewal Term, Contractor shall provide the Purchasing Entity with return shipping and packaging instructions, or arrange for pickup at the Purchasing Entity's location.
- vi. Risk of loss of the Equipment rests with Contractor until the Equipment is delivered to the Purchasing Entity's designated

location and the Purchasing Entity accepts delivery.

- vii.** The term for a lease or rental Order shall commence according to section 1 of the applicable Lease Agreement.
- viii.** The return of lease Equipment shall be subject to any applicable data handling and disposition obligations under the NASPO ValuePoint Master Agreement and this Participating Addendum.
- b) Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a Lease or Rental at anytime throughout the term of the Lease or Rental Agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade.
- c) Equipment Trade-In.** A Purchasing Entity may, at the Contractor’s sole discretion, and based upon State regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when entering into a new Lease or Rental Agreement. The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.
- d) Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV Lease.
- e) Pricing.** Service pricing shall remain firm for the initial term of the Lease or Rental Agreement. Renewal pricing may be negotiated; however, pricing can never exceed the Master Agreement pricing.

2.3. Delivery of Equipment and Performance of Services

- 2.3.1.** Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Equipment under an Order in good, working and undamaged condition. All Equipment shall be free on board (“F.O.B.”) destination to the location specified in the Order.
- 2.3.2.** Equipment must be installed by the Contractor within twenty (20) business days of Order placement, or a delivery time mutually agreed upon, in writing, between Purchasing Entity and Contractor. Contractor shall notify the Purchasing Entity in advance of delivery of Equipment so that the Purchasing Entity can make necessary arrangements.
- 2.3.3.** Contractor shall be responsible for removing all debris associated with the delivery and installation of the Equipment.
- 2.3.4.** Delivery of start-up Supplies shall be made upon or before delivery of Equipment.
- 2.3.5.** Delivery shall be made in accordance with instructions provided in the Order by the Purchasing Entity.

- 2.3.6.** Software related to the Equipment must be installed within five (5) working days of Equipment installation, or as mutually agreed upon between the Contractor and the Purchasing Entity. Any unforeseen delay on the part of the Purchasing Entity shall not constitute a breach of this section.
- 2.3.7.** All deliveries and installations shall be performed during Regular Business Hours, Monday through Friday, unless otherwise mutually agreed to in writing between Contractor and Purchasing Entity.
- 2.3.8. Warranty and Maintenance of Equipment.** All Services performed under an Order shall be of competent quality, consistent with the standards of the trade, profession or industry. Contractor shall assign to the Purchasing Entity all Manufacturer's warranties on the Equipment as stated in Section X., Warranty, of the Master Agreement, which shall not be less than a full twelve (12) months warranty. Contractor shall be responsible for ongoing service and maintenance of the Equipment for the duration of any Lease Term.
- 2.3.9.** Moves, Equipment pickups and Equipment Trade-Ins, must be performed within thirty (30) days of the Purchasing Entity request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity to agree on a mutually beneficial timeframe.
- 2.3.10.** If the ordered Equipment is out of stock, Contractor may only provide substitute Equipment if it has notified the Purchasing Entity, in writing, that the Equipment is out of stock and has received the Purchasing Entity's approval to provide the substitute Equipment. Purchasing Entities may request additional information comparing the substitute Equipment with the original Equipment in the Purchasing Entity's sole discretion.
- 2.4. Inspection and Acceptance**
- 2.4.1.** Equipment delivered to a Purchasing Entity under an Order shall not be deemed accepted prior to that Purchasing Entity inspecting the Equipment in accordance with the Order and accepting the Equipment in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.
- 2.4.2.** A Purchasing Entity may establish a process, in accordance with industry standard, to determine whether the Equipment meets the performance requirements or specifications prior to acceptance.
- 2.4.3.** The Acceptance Testing period shall be thirty (30) calendar days, starting from the day after the Equipment is delivered or, if installed by Contractor, the day after the Equipment is installed and Contractor certifies that the Equipment is ready for Acceptance Testing.
- 2.4.4.** If Purchasing Entity rejects the Equipment during the Acceptance Testing period, Contractor shall have thirty (30) calendar days to cure the failure. If after this cure period, the Equipment still has not met the standard of performance or specifications,

the Purchasing Entity shall, at its option: (a) declare Contractor to be in breach and terminate the Order, (b) demand replacement Equipment from Contractor at no additional cost to Purchasing Entity, or (c) continue the cure period for an additional time period as mutually agreed upon between Contractor and Purchasing Entity.

- 2.4.5.** Contractor shall pay all cost related to the preparation and shipment of Equipment should it fail Acceptance Testing and be returned pursuant to this section.
- 2.4.6.** A Purchasing Entity shall be deemed to have accepted any Equipment to which it does not indicate non-conformity within thirty (30) days of delivery of said Equipment.
- 2.4.7.** Services provided to a Purchasing Entity under an Order shall not be deemed completed until that Purchasing Entity has reviewed the Services, ensured that all Services were completed in accordance with the Order and have been accepted by the Purchasing Entity in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.

2.5. Ordering Support

- 2.5.1.** Contractor shall provide the State and each Purchasing Entity with the contact information for the individual or individuals within Contractor's organization who are assigned to handle questions and resolve problems that Purchasing Entity may have in relation to the Work or an Order. This includes, but is not limited to, technical assistance regarding the installation or operation of the Equipment.
- 2.5.2.** Contractor shall make personnel available from 8:00 a.m. to 5:00 p.m. Mountain Time, as adjusted for daylight savings time, at a minimum, each Business Day as necessary to handle questions from Purchasing Entities and resolve problems.
- 2.5.3.** Contractor shall make all of these individuals available by phone (both through a local number and a toll-free number), fax and email at all times that the individual is available to handle questions and resolve problems received by Contractor.
- 2.5.4.** Contractor shall provide all of these individuals with the ability to access the account information and other information relating to the State or Purchasing Entities to be able to respond to questions and resolve problems relating to any Order, including, without limitation, the status of Orders, delivery, back-orders, pricing, discounts, product availability, product information, and accounts and billing.
- 2.5.5.** Contractor shall provide all training to Purchasing Entities necessary for those Purchasing Entities to place Orders and properly use the Goods and Services.
- 2.5.6.** Training on placing Orders shall include, without limitation, training on aspects of ordering, online ordering, product delivery, product returns, and Contractor's customer service processes, as requested by the Purchasing Entity.
- 2.5.7.** Training on properly using the Goods and Services shall include, without limitation, training and providing information on energy efficiency of Goods, new features, opportunities for manufacturer/certified set up and training, Environmentally

Preferable Products, and other services or options that are offered or available related to the Goods and Services, as requested by the Purchasing Entity.

- 2.5.8.** If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within five (5) Business Days following Contractor's receipt of that notice of breach or termination.

2.6. Marketing

- 2.6.1.** If Contractor desires to distribute any materials, notices or literature with the intent to market the Goods or Services ("Marketing Materials"), Contractor shall deliver all such Marketing Materials to the State for review and approval prior to distributing any such materials to a Purchasing Entity.
- 2.6.2.** The State will review submitted Marketing Materials and may approve, deny or request changes to any Marketing Materials in its sole discretion. If the State requests changes, Contractor may make those changes or may choose to rescind its submission for review and approval.
- 2.6.3.** Contractor shall not distribute any marketing materials to any Purchasing Entity prior to receiving the State's approval of those Marketing Materials.
- 2.6.4.** The State shall not be responsible for maintaining any mailing lists or creating, printing, mailing or distributing any of Contractor's Marketing Materials, though the State may distribute Marketing Materials in its sole discretion.

3. EQUIPMENT COMPLIANCE

3.1. EnergyStar

All equipment identified as EnergyStar compliant shall be delivered and installed with the EnergyStar or similar power management features enabled.

3.2. Remanufactured Equipment

- 3.2.1.** Contractor shall offer Remanufactured or Refurbished equipment that is certified by the Manufacturer. All Remanufactured or Refurbished equipment will be clearly labeled as Remanufactured equipment.
- 3.2.2.** Pricing will be based on a quote and on an Individual Case Basis (ICB). All quotes will also provide the fixed annual maintenance rate, per the Master Agreement, for years 2-5.
- 3.2.3.** Remanufactured equipment shall come with a one (1) year all-inclusive as new-warranty and Contractor shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts.
- 3.2.4.** If Contractor is not able to provide maintenance (including parts), then Contractor shall provide, entirely at their expense, a replacement piece of equipment and/or software.
- 3.2.5.** Any replacement equipment shall have the equal or greater performance and

functionality as the original equipment, and shall incorporate the remaining duration of the original five (5) year maintenance plan (including maintenance on the replacement equipment) at no additional charge.

4. TRAINING

4.1. Training

- 4.1.1.** Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Purchasing Entity.
- 4.1.2.** Operational training must be provided to the designated personnel until the personnel are able to operate the equipment independently.
- 4.1.3.** The amount of training is determined by the complexity of the Equipment.
- 4.1.4.** Installed product and system training shall be included in the price.
- 4.1.5.** All training will be performed at the Purchasing Entity's specified location, via remote or electronic delivery.
- 4.1.6.** Site required training will be at no additional charge if the equipment is either under warranty or under an active maintenance plan.
- 4.1.7.** Contractor shall provide additional training at the Purchasing Entity's request, throughout the Useful Life of the Equipment. This training will be conducted upon mutual written agreement between Contractor and Purchasing Entity.
- 4.1.8.** Contractor shall be responsible for the cost of all travel, lodging and food incurred on Contractor's behalf; no charges will be passed onto the Purchasing Entity.

4.2. Instruction Manuals

A detailed Instruction Manual shall be provided to the Purchasing Entity at no additional cost for each piece of equipment that is purchased or leased.

5. INSTALLATION AND INTEGRATION

- 5.1.** All equipment prices shall include installation, with the exception of integrated software solutions and Production Equipment.
- 5.2.** Contractor may charge the contracted rate for integrated software and Production Equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any installation or integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 5.3.** If a Contractor needs to utilize special rigging (e.g. a crane) where the Purchasing Entity does not have an elevator accessible for moving the equipment, they may charge the hourly installation/integration rate. However, all rigging charges shall be mutually agreed to, in writing, before Work begins.
- 5.4.** Contractor shall affix a label or a decal to the equipment at the time of installation which shows warranty period by dates, and the name, address, and telephone number of Contractor or

Authorized Dealer responsible for warranty service of the equipment.

- 5.5. Contractor and the Purchasing Entity shall, prior to Order placement, review the installation location to ensure the proposed location meets the Manufacturer's installation criteria.
- 5.6. If special installation is required, the Contractor and Purchasing Entity shall agree in writing, to the total cost of the installation.
- 5.7. Should the proposed installation location not meet established installation criteria, the Contractor and the Purchasing Entity shall attempt to locate an alternate mutually agreeable location for the equipment.

6. SOFTWARE PURCHASES OR SUBSCRIPTIONS

- 6.1. Software acquired under this Participating Addendum shall be specific to the needs of mail operations.
- 6.2. All Orders shall reference a manufacturer's most recent release or version of the product, unless the Purchasing Entity specifically requests in writing a different version.
- 6.3. Maintenance shall be available for all software licenses purchased.
- 6.4. Software subscriptions shall not be subject to automatic renewals.
- 6.5. Software maintenance shall include all software updates and patches and shall be available to all Purchasing Entities. Any new releases of software versions (upgrades) would be chargeable to all Purchasing Entities.
- 6.6. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to all Purchasing Entities.
- 6.7. No additional fee shall be charged for installation of the software upgrades.
- 6.8. Contractor shall be responsible for postage scale software licensing.
- 6.9. **Embedded Software.** Transfer of title to the Equipment that included embedded software must include an irrevocable and perpetual license to use any Embedded Software in the Equipment.

7. EQUIPMENT MAINTENANCE

7.1. Overview

- 7.1.1. Contractor shall offer a full service maintenance agreement, which includes, but is not limited to, all parts, labor and time, and Preventative Maintenance.
- 7.1.2. It shall be at the Purchasing Entity's discretion as to whether they choose to enter into a maintenance agreement with Contractor for purchased equipment.
- 7.1.3. Contractor shall provide technical support throughout the duration of the maintenance agreement.
- 7.1.4. If a Purchasing Entity requires a 24 hr/7 days per week maintenance agreement, then Contractor shall provide pricing based on an Individual Case Basis (ICB), through a quote process.

- 7.1.5. Maintenance shall be available from Contractor for five (5) years beyond the equipment purchase date, and ten (10) years beyond the purchase date for Legacy equipment, except for equipment which Contractor has sunset or is subject to discontinuation due to USPS regulation.
- 7.1.6. All leased Equipment and postage meters shall come with a full service maintenance agreement.
- 7.1.7. Preventative Maintenance shall be scheduled according to manufacturer requirements.
- 7.1.8. Consumable Supplies shall be billed separately from maintenance payments.
- 7.1.9. If Contractor is called due to non-performance of Equipment, and Contractor determines that the issue is due to an excluded event per Section 7.2 below, they will notify the Purchasing Entity of such. If the Equipment is under a Maintenance Agreement or within the initial 12-month warranty period, Contractor will not charge Purchasing Entity for the diagnostic call. If however, the Equipment is no longer under warranty or the Purchasing Entity does not have a Maintenance Agreement, then Contractor shall charge the Purchasing Entity their hourly service rate, providing such rate does not exceed Master Agreement pricing.

7.2. Coverage Exclusions

- 7.2.1. De-installation or Equipment moves.
- 7.2.2. Maintenance or repairs due to Purchasing Entity’s failure to maintain or use the equipment according to Contractor specifications.
- 7.2.3. Maintenance or repairs due to Purchasing Entity’s changes to the design of the Equipment, or mechanical, electrical, electronic interconnections, or the attachment of other parts or components to the equipment.
- 7.2.4. Maintenance repairs due to Purchasing Entity negligence, accidents, or relocation of products.
- 7.2.5. Maintenance or repairs due to Purchasing Entity or third-party performing unauthorized maintenance on Equipment.
- 7.2.6. Maintenance or repairs due to Purchasing Entity exceeding published performance specifications or recommended monthly volume limits for the Equipment.
- 7.2.7. Maintenance or repairs due to Purchasing Entity’s use of parts, consumables, or other supplies that do not comply with Contractor’s specifications.
- 7.2.8. Rebuilding or major overhauls of the Equipment which Contractor determines are necessary.
- 7.2.9. Purchasing Entity training on Equipment, and application configuration and set-up, beyond the initial training provided by Contractor.

7.3. Purchased Equipment

7.3.1. The initial term of the maintenance agreement shall be for one (1) year.

7.3.2. Maintenance Agreements shall not be subject to automatic renewals.

7.4. Leased Equipment and Postage Meter Rentals

The term of the maintenance agreement shall be equal to the term of the Lease to Own, FMV Lease, Cancellable Rental and/or Postage Meter Rental Agreement

8. SERVICE LEVEL STANDARDS

- 8.1.** Contractor shall adhere to a two (2) hour response time (acknowledgement), within regular business hours, of all written or oral notices of a service requirement due to an equipment breakdown.
- 8.2.** A service technician shall be on site at the Purchasing Entity’s location before close of business or within four (4) hours at the start of the next business day.
- 8.3.** All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed and/or defective parts shall be replaced at no additional charge to the Purchasing Entity.
- 8.4.** Contractor shall provide software support for all applicable equipment.
- 8.5.** Contractor shall maintain a service log for each piece of equipment at each Purchasing Entity location, and the service log shall be available for review upon request by the State or Purchasing Entity.
- 8.6.** Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis.
- 8.7.** Contractor may offer, in lieu of loaner equipment, an alternative that is mutually agreed to in writing by Contractor and Purchasing Entity. This alternative shall not exceed the standard repair period, and must be agreed upon prior to the Purchasing Entity’s equipment being picked up for repair.
- 8.8.** If a Contractor is called due to non-performance of a device, and the Contractor determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty period, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan, then the Contractor may charge their hourly contracted rate.

9. EQUIPMENT PERFORMANCE

- 9.1.** Equipment at each Purchasing Entity location shall maintain, at all times, a 95% or better uptime.
- 9.2.** Downtime shall be computed from the time the Contractor is notified of equipment failure until the equipment is fully operational.
- 9.3.** Equipment that does not meet the performance standard of 95% for a two (2) consecutive

month period or for three (3) months in a rolling twelve (12) month period, shall be replaced by the Contractor with equal or better equipment.

- 9.4. Equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.
- 9.5. Contractor shall grant a credit to the Purchasing Entity for any Equipment which fails to perform at the level defined in this Section 9. The credit shall be equivalent to the percentage of down time experienced within that month.
- 9.6. Contractor may elect to replace a defective component in Production Equipment. The Purchasing Entity shall notify the Contractor in writing if the replacement does not resolve the issue. This written notification will act as a cure notice, allowing the Contractor thirty (30) days to have a resolution in place.
- 9.7. After the warranty period has expired, the amount of the credit that Contract shall provide to the Purchasing Entity shall be equal to the amount the Purchasing Entity paid at the time of purchase, or has paid on their lease.
- 9.8. If any Equipment or software is not functional within sixty (60) days of it being correctly installed and ready for use, the Purchasing Entity may return the Equipment or software for a full refund of any amounts paid, including lease and maintenance payments. Purchasing Entity shall also be able to cancel their lease agreement without incurring any fees or charges to do so, including any charges associated with the return of the Equipment or software.

10. EQUIPMENT RELOCATION SERVICES

- 10.1. Equipment Relocation Services include dismantling, packing, transporting and re-installing equipment at the Purchasing Entity’s request.
- 10.2. No additional charges shall be incurred for fuel or tolls.
- 10.3. Contractor shall charge for equipment moves, according to the following table:

Move Zone	Distance from the Original Device Placement	Allowable Charge
Zone 1	100 yards or less; or within the same building	No charge allowed*
Zone 2	Between Zone 1 and 50 miles	Flat fee
Zone 3	Greater than 50 miles	Per mile fee

*Contractor may charge Purchasing Entity a mutually agreed upon price for special rigging in the event a Purchasing Entity’s demographics require such rigging for Move Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any equipment relocation in Zone 1.

11. REPLACEMENT OF UNSATISFACTORY EQUIPMENT

- 11.1. Contractor shall grant a credit for any equipment which fails to perform at the effectiveness

level defined in §9.1 of this Exhibit C.

- 11.2. The credit shall be equivalent to the percentage of down time experienced within that month.
- 11.3. Contractor may elect to replace an individual component or section that is defective in Production equipment. The Purchasing Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing thirty (30) days to have resolution plan in place.
- 11.4. During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.
- 11.5. After the warranty period, the credit value shall be the amount paid at the time of purchase.
- 11.6. If Equipment or software is not functional after sixty (60) days of delivery, the Purchasing Entity may return it for a full refund, or cancel any rental or lease agreement with no fees or charges of any kind.

12. SUPPLIES RETURN POLICY

- 12.1. Contractor shall reimburse Purchasing Entity for the price paid for products (excluding ink and toner) received back in resalable condition (unused/unopened) within thirty (30) days of the purchase date.
- 12.2. If the return is due to a defect in the product, or the Purchasing Entity upgrades their equipment, Contractor shall reimburse the price paid for the products if received back within six (6) months of the purchase date.
- 12.3. Shipping and handling charges associated with the product shall not be reimbursed by Contractor, unless the return is due to damaged/defective product, or as a result of an incorrect shipment. All reimbursements will be applied to the original method of payment for the product.

13. PERIODIC BUSINESS REVIEWS

- 13.1. The State may schedule periodic business reviews to review Contractor's performance under this Participating Addendum.
- 13.2. Contractor shall ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.
- 13.3. Contractor's key personnel designated in §1.2 of this **Exhibit C** shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

14. CLOSEOUT PERIOD

- 14.1. This Participating Addendum shall have a Closeout Period that begins thirty (30) days prior to the expiration of this Participating Addendum and continues until the State has determined that all Work has been completed.
- 14.2. During the Closeout Period, Contractor shall complete all of the following, as directed by the State:

- 14.2.1. Notify any Subcontractors of the termination of the Participating Addendum, as directed by the State.
- 14.2.2. Upon expiration or termination of this Participating Addendum, remove all references to the State's Participating Addendum from its websites, materials and other documentation, and inform entities that Contractor no longer has a Participating Addendum with the State.
- 14.2.3. The Closeout Period may extend past the termination of the Participating Addendum. The State will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Participating Addendum, then any incomplete requirements shall survive termination of the Participating Addendum.

15. PRICING AND PRODUCTS

15.1. Price Lists

- 15.1.1. The pricing is located on the State's dedicated website, and is incorporated into this Participating Addendum by reference.
- 15.1.2. The State may publish any pricing information under this Participating Addendum, including, without limitation, the pricing shown in **Exhibit D, Product and Price List**, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.
- 15.1.3. If Contractor modifies any of its prices in accordance with the Master Agreement, or discontinues any item shown on the existing pricing information, Contractor shall provide updated pricing information to the State for the State to publish.
- 15.1.4. Changes in product and pricing must be approved by the lead state and shall be effective when published on the dedicated State website.

15.2. Ceiling Prices

The prices listed in **Exhibit D** are Ceiling Prices. Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State.

16. ADDITIONAL TERMS

- 16.1. Contractor shall complete the Work as described in this Participating Addendum and in accordance with any Purchasing Entity's Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.
- 16.2. Any additional terms and conditions on any invoice, statement, Contractor time-sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included

in this Participating Addendum or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish completion of Services and shall not make any term of that form enforceable.

EXHIBIT D, PRODUCTS AND PRICE LIST

1. PRODUCT CATEGORIES

A. Bursting Equipment Production

- i) Able to burst cut sheet.
- ii) Able to burst at the perforation.
- iii) Stack sequentially and continuous multipart documents.
- iv) Burst at the horizontal perforations.
- v) Burst various locations of perforations.

B. Envelope Addressing System – Ink Jet – Low Volume

- i) Label speed up to 2,500, #10 envelopes per hour.
- ii) Applies address information directly to envelopes.
- iii) Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv) Adjustable print resolution.
- v) Scalable fonts.
- vi) Interface with Windows-based software.
- vii) Includes digital counter.

C. Envelope Addressing System – Ink Jet – Medium Volume

- i) Label speed up to 5,000, #10 envelopes per hour.
- ii) Applies address information directly to envelopes.
- iii) Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv) Adjustable print resolution.
- v) Interface with Windows-based software.
- vi) Includes digital counter.

D. Envelope Addressing System – Ink Jet – High Volume

- i) Label speed up to 24,999, #10 envelopes per hour.
- ii) Applies address information directly to envelopes.
- iii) Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv) Adjustable print resolution.
- v) Multiple print heads.
- vi) Print USPS Bar Codes.

- vii) Scalable fonts.
- viii) Interface with Windows-based software.
- ix) Includes digital counter.

E. Envelope Addressing System – Ink Jet – Production

- i) Label speed up to 25,000, #10 envelopes per hour.
- ii) Applies address information directly to envelopes.
- iii) Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv) Adjustable print resolution.
- v) Multiple print heads.
- vi) Movable print heads.
- vii) Print USPS Bar Codes.
- viii) Scalable fonts.
- ix) Interface with Windows-based software.
- x) Includes digital counter.

F. Envelope Mail Labeler – Low Volume

- i) Label speed up to 5,000, #10 size envelopes per hour.
- ii) Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- iii) Adjustable label positioning from side-to-side and top-to-bottom of document.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

G. Envelope Mail Labeler – Medium Volume

- i) Label speed up to 10,000, #10 envelopes per hour.
- ii) Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- iii) Adjustable label positioning from side-to-side and top-to-bottom of documents.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

H. Envelope Mail Labeler – High Volume

- i) Label speed up to 15,000, #10 envelopes per hour.

- ii) Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- iii) Adjustable label positioning from side-to-side and top-to-bottom of documents.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

I. Envelope Mail Labeler – Production

- i) Label speed up to 25,000, #10 envelopes per hour.
- ii) Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- iii) Adjustable label positioning from side-to-side and top-to-bottom of documents.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

J. Extractors

- i) Processes up to 3,000 pieces per hour.
- ii) One, two or three-sided opening.
- iii) Includes counting and monitoring system that counts pieces processed.
- iv) Capable of processing various sizes of intermixed mail up to and including #11 envelopes with heights up to 5 ¼".

K. Folders/Inserters - Low Volume

- v) Automatic.
- vi) Completes standard or customer folds.
- vii) Handles paper from 3 1/8"x4" and 9 ½"x14".
- viii) Processes up to 1,500 sheets per hour minimum.
- ix) Feeds, collates, folds, and inserts material into envelopes.
- x) Jobs can be pre-programmed.

L. Folder/Inserters - Medium Volume

- i) Automatic.
- ii) Completes standard or custom folds.
- iii) Handles paper from 3-1/8" x 4" x 9.5" x 14"
- iv) Processes up from 1,501 – 4,999 sheets per hour minimum.

- v) Feeds, collates, folds and inserts material into envelopes.
- vi) Jobs can be pre-programmed.

M. Folders/Inserters - High Volume

- i) Automatic.
- ii) Completes standard or custom folds.
- iii) Handles paper from 3-1/8" x 4" x 9.5" x 14"
- iv) Processes up from 5,000 – 9,999 sheets per hour minimum.
- v) Feeds, collates, folds and inserts material into envelopes.
- vi) Jobs can be pre-programmed.

N. Folders/Inserters - Production

- i) Automatic.
- ii) Completes standard or custom folds.
- iii) Handles paper from 3-1/8" x 4" x 9.5" x 14"
- iv) Processes over 10,000 sheets per hour minimum.
- v) Feeds, collates, folds and inserts material into envelopes.
- vi) Jobs can be pre-programmed.

O. Inserters - Production

- i) Processes up to 5,500 sheets per hour minimum.
- ii) Feeds, collates, folds and inserts material into envelopes.
- iii) Jobs can be pre-programmed.

P. Integrated Postal Scales

- i) Capable of interfacing with postage meter.
- ii) Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- iii) Includes keyboard graphics, operator prompts and menu selections.
- iv) Special carrier rates.
- v) Capable of weighing to a 32nd of an ounce, displaying in increments of 0.5 oz.
- vi) Must set postage meter electronically by the touch of one button.
- vii) Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Q. Letter Folders - Low Volume

- i) Automatic.
 - ii) Folds up to 10,000 sheets per hour minimum.
 - iii) Completes standard or custom folds.
 - iv) Handles at a minimum, 3 1/8" x 4" and 9 1/2" x 14" paper.
- R. Letter Folders - High Volume**
- i) Automatic.
 - ii) Folds more than 20,000 sheets per hour minimum.
 - iii) Completes standard or customer folds.
 - iv) Handles at a minimum, 3 1/8" x 4" and 12" x 18" paper.
 - v) Able to process multiple folds.
- S. Letter Openers - Low Volume**
- i) Includes feeder and stacker, variable trim control.
 - ii) Processing speed up to 10,000 pieces per hour minimum.
 - iii) Self-sharpening trim blade adjusts to allow for narrow or wide cut.
 - iv) Includes tray that collects eighty (80) #10 opened envelopes and trimmings.
- T. Letter Openers - High Volume**
- i) Includes feeder and stacker, variable trim control.
 - ii) Processing speed over 20,000 pieces per hour minimum.
 - iii) Self-sharpening trim blade adjusts to allow for narrow or wide cut.
 - iv) Includes tray that collects 150 opened envelopes and trimmings.
- U. Mailing Equipment – Mailing Systems – Ultra Low Volume**
- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
 - ii) Manual feed.
 - iii) Must meter and date envelopes.
 - iv) Handles mail envelopes from 3 1/2" x 5" to 12" x 15".
 - v) Interfaces with postage scales.
 - vi) Must include locking key or security feature.
 - vii) Must imprint postage for \$0.01 to \$99.99
 - viii) Must have replaceable ink cartridge.
 - ix) Must have wet or dry tape system for oversize packages.

V. Mailing Equipment – Mailing Systems – Low Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 30 pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles mail envelopes from 3 ½"x5" to 12"x15".
- v) Interfaces with postage scales.
- vi) Must include locking key or security feature.
- vii) Must imprint postage for \$0.01 to \$99.99
- viii) Must have replaceable ink cartridge.
- ix) Must have wet or dry tape system for oversize packages.

W. Mailing Equipment – Mailing Systems – Medium Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 45 pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles letters and large envelopes up to 3/8" thick and 7 ½" wide.
- v) Interfaces with postage scales up to 100 lbs.
- vi) Includes tape dispenser for parcel.
- vii) Must include locking key or security feature.
- viii) Must imprint postage for \$0.01 to \$99.99
- ix) Must have replaceable ink cartridge.
- x) Must include water reservoir with water level indicator.
- xi) Must have sealed and non-sealed modes.

X. Mailing Equipment – Mailing Systems – High Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 200 pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles letters and large envelopes up to 3"x5" to 13"x13".
- v) Interfaces with postage scales up to 100 lbs.
- vi) Includes tape dispenser for parcel.

- vii) Must include locking key or security feature.
- viii) Must imprint postage for \$0.01 to \$99.99
- ix) Must have replaceable ink cartridge.
- x) Must include water reservoir with water level indicator.
- xi) Must have sealed and non-sealed modes.

Y. Mailing Equipment – Mailing Systems – Production

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 300+ pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles letters and large envelopes up to 3"x5" to 13"x13".
- v) Interfaces with postage scales up to 100 lbs.
- vi) Includes tape dispenser for parcel.
- vii) Must include locking key or security feature.
- viii) Must imprint postage for \$0.01 to \$99.99
- ix) Must have replaceable ink cartridge.
- x) Must include water reservoir with water level indicator.
- xi) Must have sealed and non-sealed modes.

Z. Mailroom Furniture

Furniture offered under this category must be utilized for mailroom operations only, and must compliment or enhance the features or usability of the Equipment listed in this **Exhibit D**.

AA. Postage Meter (includes Legacy Postage Meters)

- i) Digital postage meters must have display that provides date, piece-count, postage used, and postage unused.
- ii) Must be refillable by phone and/or electronically on a master account or paid by a credit card.
- iii) Must imprint postage from \$0.01 to \$99.99.
- iv) No administrative fees for postage meter refills.

BB. Pre-sorting Equipment - Production

- i) Minimum monthly volume of 100,000.
- ii) Ability to sort various sizes of envelopes, flats and packages.
- iii) Multiple Stations.

- iv) Various rates of speed.
- v) Ability to process the entire range of USPS.

CC. Pressure Sealing – Production

- i) Creates a single piece mailer from a full range of stock or custom forms.
- ii) Creates a single piece mailer with a continuous seal formed to ensure security and confidentiality.
- iii) Must be able to detect when “double documents” are processed.
- iv) Must be able to detect document jams during production.
- v) Must have emergency shut off/safety device.

DD. Software Integration

Consulting services provided by Contractor that includes, but is not limited to, the process of ensuring that mailroom applications are synergistic.

EE. Software License and Subscription

- i) Commercial off-the-shelf (COTS) and customized mail room related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- ii) All software is specifically utilized only for mailing equipment operations.
- iii) Includes licensing, software maintenance, technical support, and updates.
- iv) All installations performed by Contractor.
- v) Updates performed by Contractor or Purchasing Entity.

FF. Supplies/Consumables

- i) All Supplies/Consumables needed to operate the mailing device or equipment.
- ii) Regular paper is not included.
- iii) Labels for addressing and other mail room purposes are included.

GG. Tabbers – Low Volume

- i) Complies with all USPS regulations.
- ii) Single-tab speeds up to 15,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Automatic size adjusting (accepts various tab sizes).
- vi) Accepts various types and sizes of media.

HH. Tabbers – Medium Volume

- i) Complies with all USPS regulations.
- ii) Single-tab speeds up to 15,001 – 22,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Automatic size adjusting (accepts various tab sizes).
- vi) Accepts various types and sizes of media.

II. Tabbers – High Volume

- i) Complies with all USPS regulations.
- ii) Single-tab speeds up to 22,001 – 50,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Automatic size adjusting (accepts various tab sizes).
- vi) Accepts various types and sizes of media.

JJ. Tabbers – Production

- i) Complies with all USPS regulations.
- ii) Single-tab speeds greater than 50,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Accepts various types and sizes of media.

2. PRICING

The pricing is located on the State's dedicated website, and is incorporated into this Participating Addendum by reference.

ATTACHMENT 1, PITNEY BOWES EQUIPMENT PURCHASE TERMS AND CONDITIONS

PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**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 processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 18; and the Soft-Guard Program outlined in Section 20. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software.

The provisions included in these Terms consist of: (i) General Terms; (ii) a Service Level Agreement; (iii) Equipment Rental and Meter Services Terms; (iv) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; and (v) provisions relating to specific products.

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. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html.

- (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 Service Level Agreement set out in Sections 10 through 15 (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, servicing of the equipment by someone other than us, failure to use required software updates, use of 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 use of 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 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.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, 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

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

3. Default and Remedies

- (a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - i. cancel this Agreement;
 - ii. require you to pay to us immediately all amounts payable under the Lease 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 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 agreed to by you;
 - vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
 - vii. charge you a check return fee for payments made by you with insufficient funds; 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

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Equipment purchase or Meter Services agreement based on 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; Applications

- (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. Technical support for embedded software will be given according to the 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. These applications may have their own terms and conditions applicable to your use of the applications located within them.

6. Internet Access Point and Analog Connectivity

- (a) 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.
- (b) **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.**

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.

8. Reserved

9. Miscellaneous

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without

- our consent is void.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS OF THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
 - (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
 - (g) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
 - (h) 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.
 - (i) This Agreement is governed by the laws of the State of Colorado.
 - (j) You agree to comply with all applicable export control laws and regulations.

SERVICE LEVEL AGREEMENT

10. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we sell on the Order, excluding any DI2000 inserting system (the covered equipment is called "**Covered Equipment**"). You may not move the Equipment from the location specified on the Order without prior notification.

11. Service Level Options

- (a) If you sign up for Standard 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 12) (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 except for integrated printhead/ink cartridges; 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 PBI observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (b) 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.

12. Service Term

PBI will provide you with Service for twelve months. (the "Initial Service Term"). UPON NOTICE FROM YOU, SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

13. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, 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 Master Agreement 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 on the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

14. Service Changes

PBI may modify its Service by giving 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 20 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

15. 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 Master Agreement 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 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 Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS**16. Equipment Rental and Meter Services**

- (a) 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 in accordance with the Master Agreement. 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, upon notice from you, the rental term and Meter Services term will renew on a month to month basis. If you fail to provide us with notice, then the rental term and

Meter Services term will terminate at the end of the Initial Term. 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.

17. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your 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. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. 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.

18. 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.

19. Terms of Use of Meter; Federal Regulations

- (a) 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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 a 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.
- (b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is

authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

20. 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.

21. 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 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 with third parties.

22. 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

23. 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 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 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.

PRODUCT SPECIFIC TERMS

24. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand subscription services.

25. DI2000 Inserting System Terms

Certain provisions which apply when you purchase a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

26. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

27. Pitney Bowes Intelligent Locker Solutions

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely

responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. Our ValueMAX program, described in Section 16 above, does not apply to Pitney Bowes Intelligent Locker Solutions. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

28. AddressRight® Printers

Certain provisions which apply when you purchase an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase of an AddressRight Printer.

29. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 2, LEASE TO OWN TERMS AND CONDITIONS – OPTION A

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Lease to Own Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Lease to Own Terms and Conditions is as follows:

Monthly Rate Factors:

Term: Lease to Own Rate:

24	.0464
36	.0326
48	.0257
60	.0216

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement, and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**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. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**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 processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease to Own Terms and Conditions; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TO OWN TERMS AND CONDITIONS

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, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 below (the “**Lease Term**”). For new Leases, the Lease Term 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 (“Install Equipment”). If you are entering into a

Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Section 8 below, and all payment obligations under this Lease are unconditional.** PBI owns any Meter as USPS regulations require.

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 by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively **"PBI Payments"**) will be included with your Periodic Payment and begin with the start of the Lease Term.. Your obligations, including your obligation to pay the Periodic Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Periodic Payment due under this Agreement.

3. Equipment Ownership

PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to non-appropriation under Section 8. If you default, or terminate this Agreement by non-appropriation under Section 8, you, at your expense, shall 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 in the same condition as when delivered to you, reasonable wear and tear excepted.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'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

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (**"Loss"**).
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (**"Insurance"**).

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.

- (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.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. Non-Appropriation

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. Representations

You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Periodic Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Periodic Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Periodic Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Periodic Payments you agree to pay as provided in this Agreement, subject to Section 8. The rate at which the interest portion of Periodic Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

GENERAL TERMS

10. 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 one year 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. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/state-and-local-government-solutions/states.html.

- (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 SLA set out in Sections 19 through 24 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 SERVICES, 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 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, servicing of the equipment by someone other than us, failure to use required software updates, use of 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 use of 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 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.
- (f) The warranty doesn’t cover ink, integrated printhead/ink cartridges, 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.**

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

- (a) If you don’t make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - i. cancel this Agreement;

- ii. require you to pay to us immediately all amounts payable under the Lease 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 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 agreed to by you;
- vi. charge a 1% late charge on the outstanding balance, for each month that your payment is late;
- vii. charge you a check return fee for payments made by you with insufficient funds; 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 forty-five days past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

- (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. Technical support for embedded software will be given according to the 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, so it is your responsibility to review those terms and conditions prior to use of the application.

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

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (h) 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.
- (i) This Agreement is governed by the laws of the State of Colorado.
- (j) You agree to comply with all applicable export control laws and regulations.
- (k) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This 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. Service Level Options

- (a) If you sign up for Standard 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 21) (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 except for integrated printhead/ink cartridges; 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 PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (b) 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 Covered Equipment until PBI receives it.

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**”). **UPON NOTICE FROM YOU, SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”). IF WE DON’T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE.** PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, 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 Master Agreement 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 on the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving 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 21 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 Master Agreement 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 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 Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. **Equipment Rental and Meter Services**

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (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 in accordance with the Master Agreement. 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, upon notice from you, the rental term and Meter Services term will renew on a month to month basis. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. 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. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. **Postage**

You may transfer funds to The Pitney Bowes Bank, Inc. (the “**Bank**”) for deposit into your 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. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. 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**

- (a) 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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 a 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.
- (b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

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 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 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. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. 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 this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. 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 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.

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/state-and-local-government-solutions/states.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand subscription services.

34. DI2000 Inserting System Terms

Certain provisions which apply when you acquire a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/state-and-local-government-solutions/states.html and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

35. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

36. Pitney Bowes® Intelligent Locker Solutions

The Pitney Bowes Intelligent Locker Solutions may include a statement of work. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 3, FAIR MARKET VALUE RENTAL TERMS AND CONDITIONS – OPTION B

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter. This Option B may not be used for the DI2000 Inserting System or the Pitney Bowes Intelligent Locker Solutions.

The pricing plan for the NASPO ValuePoint Fair Market Value Rental Terms and Conditions is as follows:
Monthly Rate Factors:

Term:	Rate:
24	.0514
36	.0377
48	.0309
60	.0270

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully. Let’s start with a few definitions that should help you better understand your agreement. “**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. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**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 processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

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, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “**Lease Term**”). For a New Leases, the Lease Term 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 (“**Install Equipment**”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will

commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Sections 8 and 9 below, and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require.

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 by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively **"PBI Payments"**) will be included with your Periodic Payment and begin with the start of the Lease Term.

3. End of Lease Options

During the 30 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended 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. 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 fail to notify us of your intent, then your Lease will terminate at the end of the Initial Term and you will return the Equipment to us.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'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

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (**"Loss"**).
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (**"Insurance"**).

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (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.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to the expiration of the Lease Term (other than for non-appropriations) you shall pay a termination charge equal to three monthly rental payments. This paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS**10. 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 one year 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 SLA set out in Sections 19 through 24 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 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, servicing of the equipment by someone other than us, failure to use required software updates, use of 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 use of 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 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.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, 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.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

(a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- i. cancel this Agreement;
- ii. require you to pay to us immediately all amounts payable under the Lease then due;
- iii. disable the Meter;
- iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to 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 agreed to by you;
- vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
- vii. charge you a check return fee for payments made by you with insufficient funds; 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 forty-five past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

(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. Technical support for embedded software will be given according to the 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, so it is your responsibility to review those terms and conditions prior to use of the application.

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

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (h) 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.
- (i) This Agreement is governed by the laws of the State of Colorado.
- (j) You agree to comply with all applicable export control laws and regulations.
- (k) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This 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**”) (the covered equipment is called “**Covered Equipment**”).

20. Service Level Options

(a) If you sign up for Standard 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 21) (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 except for integrated printhead/ink cartridges; 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 PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(b) 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.

21. 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**”). **UPON NOTICE FROM YOU SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”). IF WE DON’T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE.** PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, 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 Master Agreement 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 in the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving 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 21 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 Master Agreement 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 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 Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS**25. Equipment Rental and Meter Services**

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (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 in accordance with the Master Agreement. 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, upon notice from you, the rental term and Meter Services term will renew. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. 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. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “Bank”) for deposit into your 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. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. 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

- (a) 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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 a 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.
- (b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

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 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 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. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. 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 this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. 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 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.

PRODUCT SPECIFIC TERMS**33. Software**

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/state-and-local-government-solutions/states.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand services.

34. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html. [These additional provisions](https://pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html) are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing PBBackup or PC-Backup services.

36. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. [These additional provisions](https://pitneybowes.com/us/addressrightprinter-terms.html) are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

37. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 4, FAIR MARKET VALUE LEASE TERMS AND CONDITIONS – OPTION C

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
24	.0466
36	.0329
48	.0261
60	.0221

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “Order”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “Agreement”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “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. “Master Agreement” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “State Participating Addendum” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “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 processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “Equipment” means the equipment listed on the Order, excluding any Meter or standalone software. “Lease” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“SLA”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

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, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “Lease Term”). For a New Leases, the Lease Term 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 (“Install Equipment”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been

installed, then your Lease Term will commence to align with your current periodic invoice date. You may not cancel this Lease for any reason, except as expressly set forth in Section 8 and 9 below 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.

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 by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively "PBI Payments") will be included with your Periodic Payment and begin with the start of the Lease Term.

3. End of Lease Options

During the 30 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended 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. 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 fail to notify us of your intent, then your Lease will terminate at the end of the Initial Term and you will return the Equipment to us.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'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

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("Insurance").

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (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.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i)

submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease 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 supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. 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 one year 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. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html)<http://www.pitneybowes.com/us/di2000-terms.html>.

- (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 SLA set out in Sections 19 through 24 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 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, servicing of the equipment by someone other than us, failure to use required software updates, use of 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 use of 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 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.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, 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.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL

LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

(a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- i. cancel this Agreement;
- ii. require you to pay to us immediately all amounts payable under the Lease then due;
- iii. disable the Meter;
- iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to 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 agreed to by you;
- vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
- vii. charge you a check return fee for payments made by you with insufficient funds; 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 forty-five days past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

(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. Technical support for embedded software will be given according to the 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, so it is your responsibility to review those terms and conditions prior to use of the application.

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

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (h) 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.
- (i) This Agreement is governed by the laws of the State of Colorado.
- (l) You agree to comply with all applicable export control laws and regulations.
- (m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT**19. Applicability of SLA**

This 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. Service Level Options

- (a) If you sign up for Standard 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 21) (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 except for integrated printhead/ink cartridges; 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 PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (b) 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.

21. 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"). UPON NOTICE FROM YOU SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, 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 Master Agreement 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 in the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its Service by giving 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 21 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 Master Agreement 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 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 Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

(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 in accordance with the Master Agreement. 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, upon notice from you, the rental term and Meter Services term will renew. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. 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. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “Bank”) for deposit into your 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. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. 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

(a) 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 enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, 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 a 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.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

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 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 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. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. 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 this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. 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 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.

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html) or <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand services.

34. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at [pitneybowes.com/us/state-and-local-government-solutions.html](http://www.pitneybowes.com/us/state-and-local-government-solutions.html) and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

35. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at [pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html](http://www.pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html). These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

36. Pitney Bowes Intelligent Locker Solutions

You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance. The Pitney Bowes Intelligent Locker Solutions may include a statement of work.

37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at [pitneybowes.com/us/addressrightprinter-terms.html](http://www.pitneybowes.com/us/addressrightprinter-terms.html). These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 5, DI2000 TERMS AND CONDITIONS

The following provisions apply when you buy or lease the DI2000™ inserting system (the “**System**”) and are in addition to the Pitney Bowes Terms. These System terms, the executed order (the “**Order**”) and your State Participating Addendum (which incorporates the NASPO ValuePoint Master Agreement entered into as a result of BPM003137, and the Pitney Bowes Terms) make up your agreement with Pitney Bowes (the “**Agreement**”). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

D1. SYSTEM FEES

D1.1 System Fees. We will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

D2. SYSTEM MAINTENANCE SERVICES

D2.1 Service Level Options.

(a) If you sign up for equipment maintenance on the Order, PBI will repair the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the “**Service Term**”). You are also entitled to preventative maintenance. Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. PBI will inform you of the recommended timing for preventative maintenance required. You will make the System reasonably available to PBI for preventative maintenance. Alterations to the System not authorized by us are strictly prohibited and will void your SLA. If the System 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 System or other items are located.

(b) System Maintenance Term. PBI will provide you with maintenance service for twelve months, if you don’t have a Lease, or for the Lease Term, if you are leasing the System (the “**Initial Service Term**”). **UPON NOTICE FROM YOU, SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”). IF WE DON’T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY,**

PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

PBI reserves the right not to renew your SLA for any reason. If you elect to terminate the maintenance service without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by us.

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBI will be responsible for all transportation costs. We will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies and replacement printheads, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to any DI2000 Excluded Circumstance (defined below). If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees upon receipt of our invoice. We may increase the fees, providing such increases are in accordance with Master Agreement pricing, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any DI2000 Excluded Circumstance, PBI will charge you for the service at PBI's current Master Agreement hourly rates and for any required parts. "DI2000 Excluded Circumstance": Notwithstanding anything in this Agreement to the contrary, PBI will not be responsible: (i) for maintaining any System that you have failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the System; (iii) if the System is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any System to perform is due to any act or failure to act by you, including without limitation, any alteration of or adding components to any System; (v) for unqualified operators' use of the System; (vi) for use of the System in a manner not intended; (vii) for use of the System to process applications not previously approved in writing by PBI; (viii) for use of damaged materials, such as paper or envelopes; (ix) if someone other than us services the System; (x) if you don't use required software updates; (xi) if you use the System with any equipment where we have told you that we will no longer provide support or that we have advised you is no longer compatible; (xii) if you use third party supplies (such as ink), hardware or software that results in (1) damage to the System (including damage to printheads), (2) poor indicia, text or image print quality, (3) indicia readability failures, or (4) a failure to print indicia, text or images; or (xiii) for damage to the System resulting from your missed preventative maintenance appointment. If PBI performs any repairs or maintenance as a result of any of the foregoing, you will pay PBI at its Master Agreement rates in effect at such time. If you exceed the cycle volume of your Equipment specified on the Order, PBI will bill you \$0.0022 per cycle for each additional cycle over the specified cycle volume up to 12 million cycles a year and \$0.005 per cycle for

each additional cycle over the specified cycle volume greater than 12 million cycles (the additional cycles are called the "Overage"). We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement Equipment. If you acquire an attachment, or add a unit, to the System, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and will automatically enroll you for maintenance coverage on the new components at PBI's then current annual rates. If you choose not to continue coverage on the replacement component, attachment or unit, you may cancel the maintenance 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 services on the System, attachment or unit will be subject to PBI's current Master Agreement time and material rates.

D2.5 Service Changes. PBI may modify its maintenance service by giving 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 maintenance service by giving us a termination notice at the address indicated in Section D2.1(b).

D2.6 Additional Service Terms.

(a) Maintenance service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

(c) You can't elect to have maintenance service apply to some but not all of the components of the System. Maintenance service doesn't include services and repairs that are made necessary due to any DI2000 Excluded Circumstance.

D2.7 Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration and data conversion or other similar support services ("**Support Services**"), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

D3. WARRANTIES

D3.1 PBI System Warranty. The warranty on any System will run for a period of one (1) year from the date of Acceptance as defined in the Master Agreement.

D4. DELIVERY; INSTALLATION; RETURNS

D4.1 Delivery. You will pay all costs for transporting the System from PBI's facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order but cannot guarantee a specific date.

D4.2 Installation. You must provide a suitable power source, access, and space for installation according to PBI's specifications. You must give us advance notice of any site problems.

D4.3 Returns. Unless the System fails to conform to the express warranties in Section D3.1, the System will not be returned to us.

ATTACHMENT 6, HOSTING ADDENDUM TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Addendum is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926 ("**Pitney Bowes**") and the customer ("**Licensee**") named in a Sales/Lease Agreement with Pitney Bowes or one of its affiliates pursuant to which Licensee has agreed to pay a hosting fee for Pitney Bowes to host certain Pitney Bowes Software licensed by Pitney Bowes to Licensee under a Software License and Maintenance Agreement (the "**License Agreement**"). This Addendum sets forth the terms pursuant to which Pitney Bowes will host for Licensee such Pitney Bowes Software. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the License Agreement. LICENSEE'S SIGNATURE BELOW, OR USE OF THE PITNEY BOWES SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS ADDENDUM.

1. Definitions

- (a) "**Host Environment**" means all software, middleware and hardware necessary to host the Pitney Bowes Software, including, without limitation, host servers; server, telecommunications and security software; database software; operating systems; client access hardware; back-up systems; network routing; system monitoring; and Internet access.
- (b) "**Pitney Bowes Hosting Period**" means the period during which Pitney Bowes has agreed to host the Pitney Bowes Software and Licensee has paid for such hosting.
- (c) "**Licensee Hosting Period**" means all times other than the Pitney Bowes Hosting Period.

2. Pitney Bowes Hosting Period

The following terms apply during the Pitney Bowes Hosting Period:

- (a) Pitney Bowes shall: (i) host the Pitney Bowes Software for Licensee on server(s) at a Pitney Bowes or third-party facility ("**Host Servers**"); and (b) provide all appropriate and necessary application support, Software Maintenance, network security within the host firewall and load balancing for the Pitney Bowes Software for Licensee's use. As part of the foregoing, database transactions will be captured on a continuous basis, replicated to a backup system during Hosting Measurement Hours (as defined in Section 3 of this Addendum) and copied daily to a tape that is sent to a secure off-site storage facility.
- (b) The Pitney Bowes Hosting Period for Pitney Bowes Software that is financed under a Lease Agreement shall be the term of the Lease Agreement. The Pitney Bowes Hosting Period for Pitney Bowes Software subject to a Sales Agreement shall be for the term indicated in the Sales Agreement.
- (c) Pitney Bowes shall use commercially reasonable efforts to minimize downtime of the Host Servers for maintenance, updates and revisions to the Pitney Bowes Software and other software, hardware and equipment associated therewith. Except as expressly set forth in this Addendum, Pitney Bowes makes no representation, warranty, guaranty or other assurances regarding up-time of the Host Servers or the availability or accessibility of the Pitney Bowes Software.
- (d) Licensee shall provide Pitney Bowes, in writing, with the name, email address and telephone number of a Licensee representative whom Pitney Bowes may contact in the event of any Downtime (as defined in Section 3 of this Addendum). Pitney Bowes shall notify such representative by email when Downtime has exceeded fifteen (15) minutes. If an acknowledgement or notification of receipt of such notice is not received within thirty (30) minutes, up to two (2) attempts will be made by Pitney Bowes to reach such representative by telephone, leaving a message if possible. The same procedure will be followed when the Downtime has ended.
- (e) Licensee shall be solely responsible for: (i) its access to the Pitney Bowes Software through a Licensee WAN and to the Internet; (ii) providing, operating and maintaining all software (other than the Pitney Bowes Software to the extent Pitney Bowes is responsible therefor under this Addendum) and hardware in its locations or which may otherwise be required in connection with the Pitney Bowes Software and the use thereof; and (iii) without limiting the foregoing, configuration of the Pitney Bowes Software for each location, including, without limitation, user ID's, security levels and carrier accounts. Any changes by Licensee to the operating environment of its computer systems which require a revision of the Pitney Bowes Software or additional work by Pitney Bowes are subject to Pitney Bowes's prior written consent and an additional charge by Pitney Bowes.
- (f) Licensee shall provide Pitney Bowes with such cooperation as Pitney Bowes shall reasonably request with respect to Pitney Bowes's obligations under this Addendum, including, without limitation, by providing access through Licensee's firewall to the Pitney Bowes hosted network.

- (g) Pitney Bowes may provide links to external sites that cause Licensee to leave the site at which the Pitney Bowes Software is available. Any such link is provided for the use and convenience of Licensee. The appearance of a link does not constitute an endorsement, recommendation or certification by Pitney Bowes of the external link; and should not be construed as a suggestion that the external link has any relationship with Pitney Bowes except as expressly provided in the Pitney Bowes Software or the User Manual.
- (h) Pitney Bowes automatically collects and/or tracks: (i) the home server domain names, e-mail addresses, type of client computer, and type of web browser of users to the web site at which the Pitney Bowes Software is available, (ii) the e-mail addresses of users that communicate with Pitney Bowes; (iii) other information knowingly provided by the user; and (iv) aggregate or specific information on what pages users access. Pitney Bowes may use a technology called "cookies". These cookies may be used to obtain data such as the user's name, user-name and pages viewed.
- (i) The volume of transactions is expected to be reasonably evenly distributed throughout the year. Licensee acknowledges that peaks of volume may adversely affect hosting performance and that Pitney Bowes reserves the right to modify the hosting fee as a result of repeated peaks.

3. Downtime during Pitney Bowes Hosting Period

- (a) For purposes of this Addendum, the following terms have the meaning set forth next to them:
 - (i) **"Hosting Measurement Hours"** means, during the Pitney Bowes Hosting Period, 6 a.m. to 9 p.m., Central Time, Monday through Friday, excluding national holidays.
 - (ii) **"Measurement Period"** means, during the Pitney Bowes Hosting Period: (A) the first full twelve-month calendar period beginning after the later of: (1) the date on which Licensee has paid all amounts due to Pitney Bowes under the Sales Agreement or payments have begun under the Lease Agreement; or (2) Licensee's acceptance of the Pitney Bowes Software on a Delivery and Acceptance Form or other form provided by Pitney Bowes; (B) each successive full twelve-month calendar period thereafter during the Pitney Bowes Hosting Period; and (C) the final period at the end of the Pitney Bowes Hosting Period following the periods referred to in (A) or (B), provided that such final period shall be at least three (3) full calendar months.
 - (iii) **"Downtime"** means the time during Hosting Measurement Hours when the shipping functionality of the Pitney Bowes Software is not available for use by Licensee as a result of unscheduled downtime of the Pitney Bowes Software caused by: (A) Pitney Bowes personnel; or (B) Pitney Bowes equipment and related software that are within Pitney Bowes's firewall and are used for operation of the Pitney Bowes Software.

"Downtime" does not include, without limitation, downtime or unavailability of the Pitney Bowes Software:

(1) caused by Licensee personnel, representatives or agents or by Licensee or third-party equipment or software; (2) caused by usage of the Pitney Bowes Software in excess of the expected or permitted usage, with such usage spread reasonably evenly throughout the Measurement Period; (3) related to content or applications associated with the Pitney Bowes Software but not within Pitney Bowes's commercially reasonable control; (4) related to Internet or telecommunication performance; (5) resulting from unscheduled maintenance to resolve or avoid a problem where such resolution requires less than fifteen (15) minutes; (6) caused by matters within the scope of Section 8 (Force Majeure) of the License Agreement; or (7) outside of Hosting Measurement Hours. In addition, "Downtime" does not include downtime or unavailability of the reporting or administrative functions of the Pitney Bowes Software.
 - (iv) **"Allowable Downtime"** means one percent (1%) of the Hosting Measurement Hours in a particular Measurement Period.
 - (v) **"Unit of Downtime"** means six (6) hours of Downtime.

- (b) Licensee shall give Pitney Bowes’s technical support staff prompt notice of Downtime. Notice shall be given by telephone (with a voicemail message left if a technical support staff member is not contacted in person) and by email to an address provided by Pitney Bowes for such purpose.
- (c) For each Unit of Downtime in excess of Allowable Downtime during a Measurement Period, Pitney Bowes will provide Licensee with a credit in an amount equal to one-tenth of one percent (0.1%) of the hosting fee paid by Licensee with respect to such Measurement Period; provided, however, that in no event shall the aggregate credit with respect to any Measurement Period exceed the hosting fee paid by Licensee with respect to such Measurement Period. Agreed-upon credits may be applied toward future amounts due to Pitney Bowes for hosting or Software Maintenance. If no such amounts are expected to be due, upon Licensee’s request, Pitney Bowes shall pay Licensee an amount equal to such credits.
- (d) Each party shall supply the other with the basis of its calculation of Downtime and shall, in good faith, consider the other’s information and try to mutually agree on actual Downtime, if any, for purposes of this Addendum.
- (e) Payment of the amount set forth in Section 3 of this Addendum is Licensee’s sole right and remedy with respect to Downtime or performance of the Pitney Bowes Software or Pitney Bowes’s hosting of the Pitney Bowes Software during the Pitney Bowes Hosting Period.

4. Licensee Hosting Period. At all times other than during the Pitney Bowes Hosting Period: (a) Licensee shall be solely responsible for: (i) hosting the Pitney Bowes Software for its use; and (ii) acquiring, installing, operating and maintaining the Host Environment; and (b) Pitney Bowes has no responsibility or liability for, and makes no representation or warranty, with respect to, the Host Environment; any recommendations made with respect to the Host Environment; or any websites accessed through the Pitney Bowes Software.

5. Licensee Hosting Period and Pitney Bowes Hosting Period. During both the Licensee Hosting Period and the Pitney Bowes Hosting Period, Licensee: (a) is solely responsible for its use of any websites accessed through the Pitney Bowes Software, whether such access is provided for Pitney Bowes Software functionality, as a matter of convenience or otherwise; and (b) uses such websites entirely at its own risk.

6. Termination. This Addendum shall terminate upon termination of the License Agreement.

7. Entire Agreement. This Addendum, together with the License Agreement and the other agreements referred to therein, contains the entire understanding of the parties with respect to the matters herein and therein. The License Agreement and this Addendum together constitute the “Agreement” as such term is used in the License Agreement. To the extent that any terms and conditions of the License Agreement conflict with the provisions of this Addendum, the provisions of this Addendum shall govern. Except as specifically provided herein, all terms and conditions of the License Agreement shall remain in full force and effect.

LICENSEE HAS READ THIS ADDENDUM AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS.

LICENSEE

PITNEY BOWES INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 7, PITNEY BOWES ON-PREMISE SOFTWARE LICENSE AGREEMENT

If you ordered any of the following software products, your use of the product(s) will be governed by the terms below: Business Manager, ConnectRight® Mailer, File-Based Processing Software, PC Transfer Utility, PB First, SendSuite® Desktop, SendSuite® Live, and SendSuite® Tracking.

ON-PREMISE SOFTWARE LICENSE AGREEMENT For NASPO ValuePoint

Thank you for choosing our on-premise software product(s) (the “Licensed Products”) listed in your order form (“Order”).

We’ll start with the basics, including a few definitions that should help you understand this agreement. 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

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.

- a)** Additional product-specific license terms applicable to certain of the Licensed Products (“Product Terms”) can be found in Exhibit A 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.
- b)** 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.
- c)** 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.
- d)** 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 mutually agreed to in an Order. All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1% per month on any fees not paid within 15 days of the due date. 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. You will pay all property taxes imposed with respect to the products and/or services.

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.

d) Reserved

e) You (the "Indemnified Party") will give us prompt written notice of any matter with respect to which you intend to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve us from any obligation to indemnify you except to the extent that the failure or delay prejudices the defense of any Claim. We may, at our election, conduct and control the defense of the Claim with counsel selected by us, subject to your consent, not to be unreasonably withheld or delayed. You agree to cooperate with us and our counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by us without your prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

a) We will provide software maintenance in accordance with the terms you will find at <https://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>. These terms have not been reviewed or approved by the State of Colorado, so you must review said terms prior to entering into any type of Software Maintenance agreement.

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, 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

A) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD. THIS LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

B) WE WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

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. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml>. These terms are not incorporated into this Agreement, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to use of the Licensed Products.
- 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

Neither party will be liable for any delays or failure in performance from any cause beyond their control.

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 and will provide written notice to you.

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 <https://www.pitneybowes.com/us/legal/privacy-statement.html>.

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.

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 within 3 years of the date of perceived breach.

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., EVP & President, Pitney Bowes Sending Technology Solutions, 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 venture, 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

a) This Agreement is governed by the laws of the State of Colorado.

b) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 3 YEARS FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.

c) This Section 15 will survive any termination of this Agreement or an Order indefinitely.

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 and that you agree to, including: (i) any excess use; (ii) and maintenance and/or subscription fees for the excess use for the duration of such excess.

Exhibit A
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.

ATTACHMENT 8, PITNEY BOWES ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

If you ordered any of the following products, your use of the product(s) will be governed by these terms below: Cost Accounting, INVIEW[®] Analytics, MyGraphics[™] Designer System, SendPro[®] Enterprise (On-Demand), SendPro[®] Online (aka PitneyShip[™] software), SendSuite[®] Tracking Online, PitneyShip[™] Pro, PitneyTrack[™] Inbound, PitneyAnalytics[™] solution, ParcelPoint[™] Smart Locker Management.

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

For NASPO ValuePoint

Thanks for using our on-demand subscription services. 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. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. 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 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 terms applicable to certain of the Services ("Product Terms") can be found in Attachment 1, attached hereto.

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. We may refuse service or close your account if you fail to comply with this Agreement.

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, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. 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 until the Order terminates.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (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, as permitted by law.

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/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change

to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter, providing those fees are in compliance with current Master Agreement pricing. 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. If your Services require federated or single sign-on access, your passwords and access is managed by the Purchasing Entity. 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 posted on the Sites or described in an Order or SOW, and which are in compliance with Master Agreement pricing, and may be changed from time to time, upon Lead State approval, 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, if applicable; (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 Master Agreement 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 due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to our receiving such updates.

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/legal/privacy-statement.html> as it 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. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms in Attachment 2 – Product Support Terms.

12. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD. THIS LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

13. RESERVED

14. 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, 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.

15. Third Party Sites and Data

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. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml>. These terms are not incorporated into this Agreement, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to agreement of any license terms.

16. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

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 parcels, letters, and flats ("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 such 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.

17. 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 and will provide written notice to you.

18. Choice of Law; Arbitration

a) This Agreement will be governed by the laws of the State of Colorado without regard to its principals of conflict of laws.

b) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 3 YEARS FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT.** Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

c) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. Force Majeure

Neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

21. 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 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., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

22. Independent Contractor

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

23. Miscellaneous

If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. 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 within 3 years of the date of perceived breach.

Attachment 1 – Product Terms

Product Terms for SendPro® Online, PitneyShip™ Software and PitneyShip™ Pro

Defined Terms

“Package(s)” means parcels, letters, and flats shipped under this Agreement.

“Carrier” means a third-party shipping vendor that you use within 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

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.

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 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. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier 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, we will charge your Reserve Account, if established, 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 with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

Carrier Requirements

As part of the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels, and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers.

If you use the Service for shipping with the USPS, 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 may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

If you use the Service to send Packages 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/>.

Third Party Marketplaces

We may provide functionality to enable you to link your account to third party marketplaces (each a "Marketplace"), such as eBay, Amazon and Shopify. The Marketplace sites, their authentication process and any data they provide us (and its accuracy) are not under our control and we are not responsible for it. You warrant that you are the Marketplace account holder of any account you link to us and will comply with all Marketplace terms and conditions.

SendPro® Enterprise (On-Demand) 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 may 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 Code™; (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 Confirmation™, 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.

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

Our Responsibilities

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.

ParcelPoint Smart Product Terms for ParcelPoint Smart Locker Management and PitneyTrack™ Inbound**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.

Our Responsibilities

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.

Attachment 2 – Product Support Terms

On-Demand Subscription Services Product Support Terms

As part of your access to the Services, we will provide you with the following:

- a) SELF HELP. 24/7 access to web self-help and user and support articles.
- b) TECHNICAL SUPPORT. We provide technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you must provide us access to your device. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.

(i) 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 <https://www.pitneybowes.com/us/business-services/maintenance-support.html>.

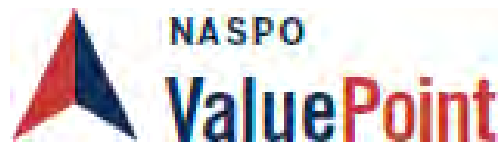
(ii) Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.

(iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us (“Authorized Personnel”). We will provide remote technical support assistance to the Authorized Personnel for issue resolution with the Services. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to Services provided by us (and not to your organization’s operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.



The State of Arizona
State Procurement Office

In conjunction with



**NASPO ValuePoint Master Agreement for
Mailing Equipment, Supplies and
Maintenance**

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137



Request for Proposal
Solicitation No. **BPM003137**
Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide *Mailing Equipment, Supplies, and Maintenance* in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	8/30/21	AA						
		Date	initial						
Revised Offers:	2.	X	X	3.	X	X	4.	X	X
		date #1	initial	date #1	initial	date #1	initial	date #1	initial
	5.	X	X	6.	X	X	7.	X	X
		date #4	initial	date #5	initial	date #6	initial	date #6	initial
Best and Final Offer:	8.	X	X						
		Date	initial						

Pitney Bowes Inc.

Offeror company name

Signature of person authorized to sign Offer

3001 Summer St.

Address

Arthur E. Adams Jr., Director, Government Contract Compliance

Printed name and title

Stamford, CT 06926

City | State | ZIP

Bill Walter, Vice President, Government and GPOs

Contact name and title

06-0495050

Federal tax identifier (EIN or SSN)

Bill.walter@pb.com

Contact Email Address

480-206-2984

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058808**

The effective date of the Contract is: **5/15/2022**
Date

Contract awarded **1/25/2022**
Date

Nyesha Daley

Nyesha Daley, PhD



Request for Proposal

Solicitation No. **BPM003137**

Description:
Mailing Equipment, Supplies, and Maintenance

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

<input checked="" type="checkbox"/>	<u>Postage Meter Rental (to include Legacy Postage Meters)</u>
<input checked="" type="checkbox"/>	<u>Mailing Systems, Ultra Low Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Equipment, Mailing Systems, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Equipment, Mailing Systems, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing Systems, High Volume</u>
<input checked="" type="checkbox"/>	<u>Mailing System, Production</u>
<input checked="" type="checkbox"/>	<u>Integrated Postal Scales</u>
<input checked="" type="checkbox"/>	<u>Letter Openers, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Openers, High Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Folders, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Letter Folders, High Volume</u>
<input checked="" type="checkbox"/>	<u>Inserters, Production</u>
<input checked="" type="checkbox"/>	<u>Folder/Inserters, Low volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, High Volume</u>
<input checked="" type="checkbox"/>	<u>Folders/Inserters, Production</u>
	<u>Envelope Mail Labeler, Low Volume</u>
	<u>Envelope Mail Labeler, Medium Volume</u>
	<u>Envelope Mail Labeler, High Volume</u>
	<u>Envelope Mail Labeler, Production</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Low Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Envelope Addressing System, Ink Jet, High Volume</u>
	<u>Envelope Addressing System, Ink Jet, Production</u>
	<u>Tabbers, Low Volume</u>
	<u>Tabbers, Medium Volume</u>
<input checked="" type="checkbox"/>	<u>Tabbers, High Volume</u>
	<u>Tabbers, Production</u>
	<u>Check Imprinting/Endorsing</u>
	<u>Pressure Sealing, Production</u>
	<u>Bursting Equipment, Production</u>
	<u>Pre-sorting Equipment, Production</u>
	<u>Extractors</u>
<input checked="" type="checkbox"/>	<u>Mailing Furniture (general)</u>
<input checked="" type="checkbox"/>	<u>Software, License and Subscription</u>
<input checked="" type="checkbox"/>	<u>Software Integration</u>

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REQUEST FOR PROPOSAL

Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office (“Lead State”) is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State’s discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

1.1 Arizona Procurement Code; A.R.S.; A.A.C.	“Arizona Procurement Code” means, collectively, Title 41 Chapter 23, <i>et. sequitur</i> , in the Arizona Revised Statutes (abbreviated “A.R.S.”) and administrative rules R2-7-101 <i>et. sequitur</i> in the Arizona Administrative Code (abbreviated “A.A.C.”).
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NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents,

therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>

The Arizona State Legislature provides the official A.R.S. online at:

<http://www.azleg.gov/ArizonaRevisedStatutes.asp>

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

<http://www.azsos.gov/rules/arizona-administrative-code>

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

“Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

- 1.9 Not Susceptible for Award** “Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
- 1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)** “Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.
“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.
Reference to “an Offer, “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.11 Offeror** “Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.
- 1.12 Pricing Document** “Pricing Document” means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.
- 1.13 The State’s e-Procurement System** “The State’s e-Procurement System” is defined in paragraph 1.16 of the Special Terms and Conditions.
- 1.14 Procurement Officer** “Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State’s e-Procurement System.
- 1.15 Small Business** “Small Business” means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than \$4 million for the last complete fiscal year.
- 1.16 Solicitation** “Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;
2. a request for proposals (“RFP”) under A.R.S. § 41-2534;
3. a request for quotations (“RFQ”) under A.R.S. § 41-2535;
or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

- 1.17 Solicitation Amendment** “Solicitation Amendment” means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
- 1.18 Solicitation Summary** “Solicitation Summary” means Section 1 of the Solicitation Documents.
- 1.19 State** “State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.
- 1.20 Subcontract** “Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.
- 1.21 Subcontractor** “Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or "Solicitation" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (<https://app.az.gov>); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (<https://app.az.gov>). All interested Proposers shall utilize the Q&A functionality provided through APP (<https://app.az.gov>). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the “Confidential” section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State’s open records statute, freedom of information act, or similar law.

2331 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term “Confidential” and, the State of Arizona’s Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as “Confidential” wherever it appears. Until a written determination is made, the State of Arizona’s Procurement Officer shall not disclose information designated as “Confidential” except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona’s Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona’s Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2332 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

2.3.3.2.1 In the event that a limited amount of “Confidential, Protected or Proprietary” information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror’s proposal response which is clearly marked as “Confidential”. In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.

2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as “Confidential”, may exclude the Offer from evaluation or consideration for award.

2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as “Confidential”. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

2.3.3.2.4 Information included in the “Confidential” section of an Offeror’s proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona’s eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona’s Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror’s preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror’s susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.**

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension of debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.

Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (<https://app.az.gov>). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.

An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

2431 The successful submission of your offer in APP is critical in

order for it to be completely/properly received and evaluated. Prior review of the guides available via <https://app.az.gov> and on <https://spo.az.gov> "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2432 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (<https://app.az.gov>) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2441 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2442 The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2451 Waive any minor informality;

2452 Reject any and all Offers or portions thereof; or,

2453 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2461 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2462 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(<https://app.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
- 2.6.7 Whether the Offer limits the rights of the State;
- 2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;
- 2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (<https://app.az.gov>). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 **Contract Inception.** An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

- 2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
- 2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

- 3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.
 - 3.2.1.1. **Printers** – The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.
 - 3.2.1.2. **Computers** - The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.
- 3213 **Furniture** - Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.
- 3214 **Accessories** – All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator’s decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

- 3215 **Trade In/Buy Back** - Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.
- 3216 All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

- 3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

- 3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.

The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

- 3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractor's equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

- 3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:
- Glossary
 - A section defining the capabilities of the equipment (specifications)
 - A general section describing the technical operation of the equipment
 - A section describing the installation and use criteria of the equipment
 - A section on the primary points of contacts for sales, training and maintenance/service
 - All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

- 3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:
 - 3.7.1.1 Assemble, Production Equipment Only
 - 3.7.1.2 Software Installation/Integration
 - 3.7.1.3 Design, Production Equipment only
 - 3.7.1.4 Maintenance, Annual and Time and Material
 - 3.7.1.5 Legacy Maintenance
 - 3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.

3.8.2 *Repair or Replacement of Unsatisfactory Equipment.*

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

- 3.10.12 an equipment stoppage or malfunction.
A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.
- 3.10.13 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.
- 3.10.14 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.
- 3.10.15 Consumable supplies shall be billed separately.
- 3.10.16 If the equipment includes licensed software, the Contractor shall provide software support.
- 3.10.17 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.
- 3.10.18 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

- 3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.
- 3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

- 3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.
- 3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.
- 3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor'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 upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

- 3.17.1 *Dedicated Representation and Timely Response.* Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.
- 3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.
- 3.17.3 *Contract Reviews.* The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contactor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

- 3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.
- 3.18.2 *Timely Quotes.* Contractor/Authorized Dealer agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.
- 3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

- 3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shall maintain a record of all sales promotions and make it available upon request.
- 3.18.5 *Extra-contractual Products and Services Prohibited.* Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed on a master account or paid by a purchase card.
- Must imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems. Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

-
- Manual Feed.
 - Must meter, date envelopes.
 - Handles mail envelopes from 3½" x 5" to 12" x 15".
 - Interfaces with postage scales.
 - Must include locking key or security feature.
 - Must imprint postage from \$0.01 to \$99.99.
 - Must have replaceable ink cartridge.
 - Must have wet or dry tape system for oversize packages.

Mailing Equipment. Mailing Systems. Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½" x 5" to 12" x 15".
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from \$0.01 to \$99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from \$0.01 to \$99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers. Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers. High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders. Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8" x 4" x 9-1/2" x 14".

Letter Folders. High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
- Able to process Multiple Folds.

Inserters. Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters. Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters. Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler. Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler. Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System. Ink Jet. Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers. Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers. High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Tabbers. Production

- Complies with all USPS® regulations.
- Single-tab speeds greater than 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing. Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety devise.

Bursting Equipment. Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment. Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Station.
- Various rates of speed.
- Ability to process the entire range of USPS.

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing device or equipment.
- Regular paper is not included in this category.
- Labels for addressing and other mailroom purposes are included.

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency’s request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.



Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;

- 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that:
- (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
- 14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
- 14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.
- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. §§ 41-2501 *et seq.*, the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:

Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

- FY Q1, July through September Due October 31
- FY Q2, October through December Due January 31
- FY Q3, January through March Due by April 30
- FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee

The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees

Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One(1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *“Contractor”* means any person who has a Contract with the State.
- 1.5. *“Days”* means calendar days unless otherwise specified.
- 1.6. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

- 9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

- 9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

STATE OF CALIFORNIA - ADDITIONAL TERMS

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.



INSERT PORTFOLIO TITLE HERE
Led by the State of **insert State**

Master Agreement #: **enter number** (hereinafter "Master Agreement")

Contractor: **enter NAME (Contractor)** (hereinafter "Contractor")

Participating State: STATE OF HAWAII (hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. **insert VL/PL No.**

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number **insert contract number** with **insert contractor name**.

1. Scope: This addendum covers the **[contract title]** led by the State of **[xxxxxx]** for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.
2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Name
Address:	Address
Telephone:	Phone
Fax:	Fax
Email:	email



INSERT PORTFOLIO TITLE HERE
Led by the State of **insert State**

Participating State

Name:	Name of Purchasing Specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 98613
Telephone:	Phone Number
Fax:	(808) 586-0540
Email:	Purchasing Specialist E-mail Address

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Changes:

- A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 3 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity
Unit of Measure
Item No. Part Number (if applicable)
MSRP List Price
NASPO ValuePoint Contract Price

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.
- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
1. Chapter 237, General Excise Tax Law;
 2. Chapter 383, Hawaii Employment Security Law;
 3. Chapter 386, Workers' Compensation;
 4. Chapter 392, Temporary Disability Insurance;
 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.



INSERT PORTFOLIO TITLE HERE
Led by the State of **insert State**

I. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

J. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc. Use as applicable.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

Information, unauthorize access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. – use as applicable

Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor's policy, shall contain the following clauses:

- A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
- B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

- 5. Lease Agreements: Leasing is not authorized by this Addendum. **Adjust as applicable.**
- 6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **insert Lead State**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are **(or are not)** allowed under this Addendum.

INSERT PORTFOLIO TITLE HERE

Led by the State of **insert State**

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. **add number** and the NASPO ValuePoint Master Agreement Number **add number**.

Purchase Orders and Payments shall be made to **add contractor name** or authorized subcontractors, if any.

Invoices and Payment Instructions:

Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the



INSERT PORTFOLIO TITLE HERE
Led by the State of **insert State**

terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: Bonnie Kahakui	Name:
Title: Acting Administrator, SPO	Title:
Date:	Date:



INSERT PORTFOLIO TITLE HERE
Led by the State of **insert State**

APPROVED AS TO FORM:

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Name
Telephone:	Phone
Email:	email

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

SAMPLE

Cooperative Participation State of Illinois Specific Terms and Conditions

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet a Illinois Business Enterprise Program goal (30 ILCS 575/).

Title 21
STATE PROCUREMENT REGULATIONS

Subtitle 07 CONTRACT TERMS AND CONDITIONS

Chapter 01 Mandatory Contract Provisions — All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503;
State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114;
Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

.01 Parties to the Contract.

Mandatory provision for all contracts.

.02 Scope of Contract.

Mandatory provision for all contracts. This provision shall reflect the unilateral right of the State to order in writing changes in the work within the scope of the contract.

.03 Compensation and Method of Payment.

Mandatory provision for all contracts. The contractor's taxpayer identification number consisting of the Social Security number for individuals and sole proprietors and the federal employer identification number for all other types of organizations shall be indicated in this clause.

.04 Contract Modifications.

Mandatory provision for all contracts.

.05 Non-Hiring of Officials and Employees.

Mandatory provision for all contracts: "No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

.06 Disputes.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Disputes Clause (short form). "This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

B. Alternate Disputes Clause (long form).

"(1) This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

21.07.01.07

(7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

.07 Maryland Law Prevails.

Mandatory provision for all contracts unless otherwise authorized by the Board of Public Works.

.08 Nondiscrimination in Employment.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor agrees:(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection(a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

.09 Contingent Fee Prohibition.

Mandatory provision for all contracts:

"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

.10 Multi-Year Contracts Contingent Upon Appropriations.

Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:

"If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

.11 Termination for Default.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Clause — Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory

performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

B. Alternate Clause — Termination for Default (long form).

"(1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:(a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

"(2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

"(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

"(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

"(5) If this contract is terminated as provided in paragraph(1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

"(6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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"(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

.12 Termination for Convenience.

A. Except as provided in §B of this regulation, mandatory provision for all contracts. One of the following clauses is preferred:

(1) Alternate Clause — Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

(2) Alternate Clause — Termination for Convenience (long form).

"(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

"(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the State, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

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The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the State shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

"(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one(1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"(4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

"(5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (2)(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under(i) above); and

(iii) a sum, as profit on(i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination

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and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under(a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (2)(g).

"(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this contract.

"(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following:(a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

"(8) In arriving at the amount due the Contractor under this clause there shall be deducted(a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

"(9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

"(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

"(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall—from the effective date of termination until the expiration of three years after final settlement under this contract—preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

B. Leases of Real Property.

(1) Inclusion of a termination for convenience clause in a real property lease is discretionary with the Board of Public Works, upon recommendation of the Secretary of General Services.

(2) In recommending the exclusion of a termination for convenience clause in a real property lease, the Secretary shall consider such factors as:

(a) The practicality of including the termination for convenience clause in a lease of real property located in another state or overseas when the demand for property of a particular type or in some particular geographic location is extremely intense, or when the contents of a lease are established by a foreign government and are effectively non-negotiable, or both;

(b) The perception of some landlords that the termination for convenience clause permits the State to unilaterally convert a fixed term lease to a day-to-day lease; or

(c) The prospects that some lending institutions may reject loan requests from landlords owning property that the State might wish to lease but that must be first upgraded at the owner's expense to meet State User Agency Requirements.

.13 Delays and Extensions of Time.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

.14 Liquidated Damages.

Mandatory provision for:

- A. All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and
- B. Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

.15 Variations in Estimated Quantities.

Mandatory provision for all contracts that contain estimated quantity items.

.16 Suspension of Work.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State."

.17 Pre-existing Regulations.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

.18 Payment of State Obligations.

Mandatory provision for all contracts. The following clause is preferred:

"Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

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The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."

.19 Financial Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with the provisions of State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000."

.20 Political Contribution Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html."

.21 Retention of Records.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times."

.22 Compliance with Laws.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

.23 Cost and Price Certification.

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see Regulation .24)) if the contract or modification exceeds \$100,000 or a smaller amount

determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

"A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

"(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

"(2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

"B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

.24 Truth-In-Negotiation Certification.

Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows:

"Truth-In-Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

"A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

"B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

"C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

.25 Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship

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and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;

CONTRACT TERMS AND CONDITIONS

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(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

21.07.01.26

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

.26 Commercial Nondiscrimination Clause.

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

.27 Performance and Payment Bonds.

This regulation is added as a separate pdf form within this chapter.

.27 Performance and Payment Bonds.

Mandatory provision for contracts exceeding \$100,000 with surety bond requirements:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20 ____
Description of Contract	Date Bond Executed _____, 20 ____
Contract Number: _____	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the

corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: _____ Individual Principal
 Witness: _____ as to _____ (SEAL)

In Presence of: _____ Co-Partnership Principal
 Witness: _____ (SEAL)
 _____ (Name of Co-Partnership)
 _____ as to By: _____ (SEAL)
 _____ as to _____ (SEAL)
 _____ as to _____ (SEAL)

Attest: _____ Corporate Principal
 _____ (Name of Corporation)
 AFFIX
 _____ as to By: _____ CORPORATE
 Corporate Secretary President SEAL

Attest: _____ (SEAL) _____ (Corporate Surety)
 _____ By: _____ (SEAL)
 Signature _____ Title _____
 Bonding Agent's Name: _____
 Agent's Address _____ (Business Address of Surety)

Approved as to legal form and sufficiency this
 _____ day of _____ 20____

 Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____, 20____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other

purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____ as to	_____ (SEAL)
_____ as to	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
	_____ (SEAL)
	_____ (SEAL)

Corporate Principal

Attest: (Name of Corporation)
AFFIX
By: _____ CORPORATE
Corporate Secretary _____ President SEAL

Attest: _____ (SEAL)
Signature _____
Bonding Agent's Name: _____
Agent's Address _____

(Corporate Surety)
By: _____ (SEAL)
Title _____

(Business Address of Surety)

Approved as to legal form and sufficiency this
____ day of _____ 20 ____

Asst. Attorney General

.28 Performance and Payment Bonds — Multiyear Annual and Renewable.

This regulation is added as a separate pdf form within this chapter.

.28 Performance and Payment Bonds—Multiyear Annual and Renewable.

Optional forms for multiyear contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL

Attest:	(Corporate Surety)
(SEAL)	By: _____ (SEAL)
Signature _____	Title _____
Bonding Agent's Name: _____	_____
Agent's Address _____	(Business Address of Surety)

Approved as to legal form and sufficiency this
 _____ day of _____ 20 _____

 Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland Penal Sum of Bond (express in words and figures) _____	Obligee STATE OF MARYLAND Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of a Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of a Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and

each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	
_____ as to	_____ (SEAL)
_____ as to	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
	_____ (SEAL)
	_____ (SEAL)

	Corporate Principal
Attest:	_____
_____	(Name of Corporation)
	AFFIX
Corporate Secretary	By: _____ CORPORATE SEAL
	President

Attest:	(Corporate Surety)
_____ (SEAL)	By: _____ (SEAL)
Signature	Title _____
Bonding Agent's Name: _____	_____
Agent's Address _____	(Business Address of Surety)

Approved as to legal form and sufficiency this
 _____ day of _____ 20 ____

 Asst. Attorney General

STATE PROCUREMENT REGULATIONS

21.07.01.28

Administrative History

Effective date: July 1, 1981 (8:13 Md. R. II-5)

Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)

Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)

Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)

Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .14 amended effective May 13, 2013 (40:9 Md. R. 789); July 15, 2019 (46:14 Md. R. 623)

Regulation .18 amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .19 amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946); May 13, 2013 (40:9 Md. R. 789)

Regulation .25C amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .25D amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18 Md. R. 1294); emergency status rescinded effective October 16, 1997 (24:23 Md. R. 1608)

Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)

Regulation .26A amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26B amended effective March 5, 2012 (39:4 Md. R. 338)

Regulation .27 adopted effective July 15, 2019 (46:14 Md. R. 623)

Regulation .28 adopted effective July 15, 2019 (46:14 Md. R. 623)

Maryland State Admin Fee: Estimated at 1%, but any fee will be determined at such time Maryland may elect to negotiate any Participating Addendum.

**STATE OF TENNESSEE PARTICIPATING ADDENDUM
TO NASPO RFP AZ-BPM003137
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE**

A. SCOPE: This State of Tennessee Participating Addendum (hereinafter "Contract") by and between the State of Tennessee ("hereinafter "State") and **Company(ies)** (hereinafter "Contractor") is for the provision of Mailroom Equipment, Supplies and Maintenance.

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

B. TERM OF CONTRACT:

The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date shall be incorporated into this Participating Addendum upon approval by the Participating State.

Special note regarding Term of Contract. The NASPO ValuePoint term is a one (1) year contract term ending **DATE**, with four (4) additional one-year options to renew. No new leases will be entered beyond the end of year five (5) (**DATE**) from the resulting contract. The remaining five (5) years of the Edison statewide contract will allow agencies to complete the existing lease terms.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be four million seven hundred thirty-five thousand five hundred dollars (\$4,735,500.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred sixty-five (365) days ("Firm Price Period").

a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Appendix # and as authorized by the State in a total

amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: **State Agency & Division Name**;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Mr. Erik Busby, Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Erik.Busby@tn.gov
Telephone # 615-253-8900
FAX # 615-741-0684

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.17. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.18. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

- D.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this

Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.25. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will

not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.26. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the NASPO solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and

omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

- a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims,

errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

- E.2. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
 - b. Tennessee local governmental agencies;
 - c. members of the University of Tennessee or Tennessee Board of Regents systems;
 - d. any private nonprofit institution of higher education chartered in Tennessee; and,
 - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.3. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.
- a. Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than thirty (30) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 30th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:
 1. Edison contract number
 2. Contract line item number
 3. Invoice date
 4. Invoice number
 5. Supplier part number
 6. Item or bundle description
 7. Quantity purchased
 8. Unit of measure
 9. Unit of measure description
 10. Name of State Agency or Authorized User
 11. Identity of purchaser: State entity or non-State entity
 12. State Agency location
 13. Unit/Contract price per line item
 14. List price as listed in supplier's catalog if catalog item
 15. Subtotals for each category above
 16. Grand totals for each category above
 - b. Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.4. State of Tennessee Administrative Fee. A one percent (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract

usage of all Authorized Users. The administrative fee is due to the State no later than sixty (60) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:
Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: CPO.SWC@tn.gov

- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to this Participating Addendum (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either

as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

- E.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.16. Clean Air Act and Federal Water Pollution Control Act. If applicable, and as a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et*

seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to FEMA and the Region 4 Office of the Environmental Protection Agency.

- E.17. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq.*, and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.
- E.18. Procurement of Recovered Materials. If applicable:
- a) In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
 - b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive.
 - c) Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - d) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- E.19. Access to Records. If FEMA funds are used in whole or in part:
- a) The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d) In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E.20. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- E.21. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E.22. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- E.23. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- E.24. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.25. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the

Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [number of hours/minutes]
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [number of hours/minutes]
 - (2) The Contractor and any Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production

data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.26. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq.*, shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).
- E.27. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly.	
SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8).

"Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215> directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? ___ Yes ___ No		
If yes, which designation does the Respondent qualify? ___ MBE ___ WBE ___ DSBE ___ SDVBE ___ SBE		
Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____

Printed Name and Title of Signatory _____

Postage Meter Rental (Reference Part 3.19)		
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response	DUE TO 2019 GAAP CHANGES, THE PRICING ON THIS PAGE IS FOR LEGACY POSTAGE METER RENTALS ONLY, WITH THE EXCEPTION OF INFINITY PRINTING DEVICE. FOR NEW ORDERS, REFER TO THE METER SUBSCRIPTION PRICE ON THE SOFTWARE LICENSE AND SUBSCRIPTION TAB OF PRICE BOOK.
Required		
Percent (%) Discount from MSRP off Base Category Equipment	17%	
Maintenance Included in Rental Price		** In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. The metering function as well as support for the DM Infinity meter will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

Item	Category	Description	Monthly Meter MSRP	Monthly Contract Price	% Of MSRP
1RPT	POSTAGE METER RENTALS	PSD, US DM INFINITY PERMIT METER	\$137.00/MONTH	\$113.71/MONTH	17%
1W00-MH	POSTAGE METER RENTALS	METER FOR CONNECT+3000	\$104.00/MONTH	\$86.32/MONTH	17%
1W00-ML	POSTAGE METER RENTALS	METER FOR CONNECT+500	\$104.00/MONTH	\$86.32/MONTH	17%
1W00-MM	POSTAGE METER RENTALS	METER FOR CONNECT+1000/2000	\$104.00/MONTH	\$86.32/MONTH	17%
4W00-MH	POSTAGE METER RENTALS	METER FOR CONNECT GREEN+3000 & SENDPRO P3000	\$100.00/MONTH	\$83.00/MONTH	17%
4W00-ML	POSTAGE METER RENTALS	METER FOR GREEN CONNECT+500 /SENDPRO P SERIES METER15000	\$66.00/MONTH	\$54.78/MONTH	17%
4W00-MM	POSTAGE METER RENTALS	METER FOR CONNECT GREEN+1000/2000 & SENDPRO P1000/2000	\$76.00/MONTH	\$63.08/MONTH	17%

Mailing Systems, Ultra Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	41%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	35%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
COVER-SPM	ULTRA LOW VOLUME MAILING SYSTEMS ACCESSORIES	PROTECTIVE DUST COVER - SPM/MAILSTATION	\$41.00	\$26.65	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
H200	ULTRA LOW VOLUME MAILING SYSTEMS	SENDPRO MAILSTATION WITH 5LB SCALE	\$1,261.00	\$706.16	44%	\$13.50	\$10.80	20%	\$1.00	n/a	n/a	n/a	n/a

Mailing Systems, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	41%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	40%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$238.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
BH00	LOW VOLUME MAILING SYSTEMS	C SERIES BASE	\$0.00	\$0.00	0%	\$144.28	\$115.42	20%	\$10.72	n/a	n/a	n/a	n/a
APAC	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNTING WEIGHT BREAK REPORTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAV	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNTING LEVEL AW[2]	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAK	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (100)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAY	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (500)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAZ	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (3000)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB1	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (2)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (10)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB3	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (100)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APB4	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING DEVICES (500)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APBN	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNT LIST IMPORT/EXPORT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
FR00	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES WELCOME KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
H28002	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SCALE OPENING COVER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP00098	LOW VOLUME MAILING SYSTEMS ACCESSORIES	MPB2 SCALE MOUNTED DISPLAY KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP00099	LOW VOLUME MAILING SYSTEMS ACCESSORIES	MPB2 REMOTE DISPLAY KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP1W	LOW VOLUME MAILING SYSTEMS ACCESSORIES	5/10 LB. WEIGHING WITH EXTERNAL DISPLAY	\$0.00	\$0.00	0%	\$98.00	\$78.40	20%	\$7.28	n/a	n/a	n/a	n/a
IN90KIT	LOW VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW WELCOME KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IN99KIT	LOW VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW WELCOME KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP9K	LOW VOLUME MAILING SYSTEMS ACCESSORIES	RETURN KIT FOR SENDPRO 300	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPCRK	LOW VOLUME MAILING SYSTEMS ACCESSORIES	RETURN KIT FOR SENDPRO C SERIES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH24	LOW VOLUME MAILING SYSTEMS ACCESSORIES	MANUAL WEIGHT ENTRY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH25	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ZH00 40 LPM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH36	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ZH00 50 LPM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH36	LOW VOLUME MAILING SYSTEMS ACCESSORIES	AUTO AD INSCRIPTIONS	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH37	LOW VOLUME MAILING SYSTEMS ACCESSORIES	AUTO AD SLOGANS	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH3C	LOW VOLUME MAILING SYSTEMS	SENDPRO C200 BASE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH3C	LOW VOLUME MAILING SYSTEMS	SENDPRO C300 BASE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH01	LOW VOLUME MAILING SYSTEMS ACCESSORIES	STANDARD AD SLOGAN	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH02	LOW VOLUME MAILING SYSTEMS ACCESSORIES	STANDARD INSCRIPTION	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH03	LOW VOLUME MAILING SYSTEMS ACCESSORIES	CUSTOM AD SLOGAN	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH04	LOW VOLUME MAILING SYSTEMS ACCESSORIES	CUSTOM INSCRIPTION	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH05	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS RATES WITH METERED LETTER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH06	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS RATES WITH STAMPED LETTER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH09	LOW VOLUME MAILING SYSTEMS ACCESSORIES	RETAIL GROUND LOK	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH20	LOW VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FA1	LOW VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (25 DEPT)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FAC	LOW VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (10 DEPT)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FAE	LOW VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FM2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	DISABLE MANUAL WEIGHT FEATURE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FNKIT	LOW VOLUME MAILING SYSTEMS ACCESSORIES	KIT /INVIEW ACCOUNTING UPGRADE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FS2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FS4	LOW VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BH02	LOW VOLUME MAILING SYSTEMS	SENDPRO C USA LIVE FEDRAMP BASE	\$0.00	\$0.00	0%	\$163.00	\$130.40	20%	\$12.11	n/a	n/a	n/a	n/a
APBC	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING ENABLER C SERIES	\$57.50	\$34.50	40%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1A	LOW VOLUME MAILING SYSTEMS	METER HARDWARE - C SERIES	\$513.00	\$302.67	41%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E47	LOW VOLUME MAILING SYSTEMS ACCESSORIES	SP100 LABEL PRINTER WITH LIFTER BASE	\$619.00	\$372.40	40%	\$38.00	\$30.40	20%	\$2.82	n/a	n/a	n/a	n/a
C300	LOW VOLUME MAILING SYSTEMS	SENDPRO C 200	\$740.00	\$414.40	44%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SP99	LOW VOLUME MAILING SYSTEMS ACCESSORIES	LASER PRINTER 4212	\$957.00	\$574.20	40%	\$182.00	\$145.60	20%	\$13.53	n/a	n/a	n/a	n/a
1F29	LOW VOLUME MAILING SYSTEMS ACCESSORIES	120 LPM FEATURE	\$2,399.00	\$1,439.40	40%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAB	LOW VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCOUNTING SILVER PLAN	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTK2	LOW VOLUME MAILING SYSTEMS ACCESSORIES	CS02 INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH07	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ELECTRONIC TRACKING AND SIGNATURE SERVICES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH08	LOW VOLUME MAILING SYSTEMS ACCESSORIES	ELECTRONIC RETURN RECEIPT	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTK5	LOW VOLUME MAILING SYSTEMS ACCESSORIES	METER INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Mailing Systems, Medium Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	
Offerors Response	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	27%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	31%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
ZHC5	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C500 BASE SYSTEM IDENTIFIER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHC4	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C400 BASE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHE2	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	P8 PRESORT XTRA RATES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHE1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	P8T CLASS COMMERCIAL PRESORT RATES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH29	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	95 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH27	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ZH00 65 LPM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF5	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+2000/SENDPRO2000 DLA PRELOADED FEEDER	\$0.00	\$0.00	0%	\$612.54	\$490.03	20%	\$45.52	n/a	n/a	n/a	n/a
MSF4	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+1000/SENDPRO1000 DLA PRELOADED FEEDER	\$0.00	\$0.00	0%	\$253.63	\$202.90	20%	\$18.85	n/a	n/a	n/a	n/a
MSF2	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ BASIC WOV FEEDER	\$0.00	\$0.00	0%	\$612.54	\$490.03	20%	\$45.52	n/a	n/a	n/a	n/a
MSF1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	MAILSTREAM BASIC FEEDER-HT	\$0.00	\$0.00	0%	\$253.63	\$202.90	20%	\$18.85	n/a	n/a	n/a	n/a
MP96001	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	MP96001 - REMOTE DISPLAY SALES KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP8115	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	15 LB UPGRADE	\$0.00	\$0.00	0%	\$23.00	\$18.40	20%	\$1.71	n/a	n/a	n/a	n/a
MP8110	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	10 LB UPGRADE	\$0.00	\$0.00	0%	\$12.00	\$9.60	20%	\$0.89	n/a	n/a	n/a	n/a
HZ80001	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DROP STACKER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSD	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	130/70 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSA	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	130 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APFM	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	LASER PRINTER ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	50 DEPT ANALYTICS	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFZ0	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFER	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ERR RATES	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E90002	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ACCOUNTING USB HUB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAYL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (50)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAXL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (100)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAYL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (500)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAZL	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (1000)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APXML	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	COST ACCTG ACCOUNTS LEVEL (100000)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
9H02	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO USA LIVE FEDRAMP BASE	\$0.00	\$0.00	0%	\$420.00	\$336.00	20%	\$31.21	n/a	n/a	n/a	n/a
ZHC425	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425 BASE SYSTEM IDENTIFIER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVIP	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	MAILCENTER PRINTER	\$0.00	\$0.00	0%	\$498.00	\$398.40	20%	\$37.01	n/a	n/a	n/a	n/a
COVER-SPC	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	PROTECTIVE DUST COVER - SENDPRO C	\$64.00	\$44.16	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
COVER-SPCA	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	PROTECTIVE DUST COVER - SENDPRO C AUTO	\$75.50	\$52.10	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
EQ44162	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DISPLAY TABLE STAND	\$120.00	\$82.80	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IMPX	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 2 LB, 5 LB, OR 10 LB SCALE	\$222.00	\$153.18	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH22	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGH 5 OR 10LB	\$222.00	\$153.18	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP3X	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 15 LB OR 30 LB SCALE	\$449.00	\$309.81	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH23	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGH 15 OR 30LB	\$449.00	\$309.81	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E48	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	SP100 LABEL PRINTER	\$619.00	\$427.11	31%	\$38.00	\$30.40	20%	\$2.82	n/a	n/a	n/a	n/a
1E44	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DESKTOP THERMAL ROLL PRINTER	\$619.00	\$427.11	31%	\$69.00	\$55.20	20%	\$5.13	n/a	n/a	n/a	n/a
AP5B	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	160 LPM SPEED	\$835.00	\$559.45	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1C	MEDIUM VOLUME MAILING SYSTEMS	METER HARDWARE - P SERIES, LV	\$909.00	\$666.00	27%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP4X	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 70 LB SCALE	\$1,005.00	\$693.45	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH24	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGH 70LB	\$1,005.00	\$693.45	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH30	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	UPGRADE TO 120 LPM SPEED	\$1,145.00	\$790.55	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C425	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425	\$1,576.00	\$819.52	48%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP5X	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	DIFFERENTIAL WEIGHING FOR 149 LB SCALE	\$1,358.00	\$935.64	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5E	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	160/95 LPM SPEED	\$1,835.00	\$1,266.15	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C2C1	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425 - SENDPRO BUNDLE	\$2,749.00	\$1,347.01	51%	\$30.00	\$24.00	20%	\$2.23	n/a	n/a	n/a	n/a
AP5C	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	180 LPM SPEED	\$2,770.00	\$1,855.90	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C2C2	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C425 - SENDPRO PLUS BUNDLE	\$5,368.00	\$2,458.64	27%	\$30.00	\$24.00	20%	\$2.23	n/a	n/a	n/a	n/a
C5C	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO 95	\$3,601.00	\$2,628.73	27%	\$389.00	\$311.20	20%	\$28.91	n/a	n/a	n/a	n/a
AP5F	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	180/115 LPM SPEED	\$4,195.00	\$2,894.55	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
C5C1	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO 120	\$6,052.00	\$4,417.96	27%	\$419.00	\$335.20	20%	\$31.14	n/a	n/a	n/a	n/a
C5C3	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO AUTOFEED PRO SHIPPING	\$6,681.00	\$4,877.13	27%	\$456.00	\$364.80	20%	\$33.89	n/a	n/a	n/a	n/a
C5C2	MEDIUM VOLUME MAILING SYSTEMS	SENDPRO C AUTO PRO MAILING	\$7,058.00	\$5,152.34	27%	\$637.00	\$509.60	20%	\$47.34	n/a	n/a	n/a	n/a
AP5L	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	2000 160/95LPM	\$8,335.00	\$5,751.15	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVBA	MEDIUM VOLUME MAILING SYSTEMS	MAILCENTER 1000	\$8,365.00	\$6,106.45	27%	\$274.00	\$219.20	20%	\$20.36	n/a	n/a	n/a	n/a
HVBB	MEDIUM VOLUME MAILING SYSTEMS	MAILCENTER 2000	\$9,265.00	\$6,763.45	27%	\$662.00	\$529.60	20%	\$49.20	n/a	n/a	n/a	n/a
AP5M	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	180/115 LPM	\$10,835.00	\$7,476.15	31%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CA4E1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	UNLIMITED COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAD1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	ENTERPRISE COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAC1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	PREMIUM COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAB1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	BASIC COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAA1	MEDIUM VOLUME MAILING SYSTEMS ACCESSORIES	BRONZE COST ACCOUNTING FOR PSERIES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Mailing Systems, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this solicitation Scope of Work.	
NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	38%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	35%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
MSD1	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	10" COLOR TOUCH DISPLAY	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
MW9007	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P/CONNECT+ SERIES DROP STACKER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFXA	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	METER INVIEW DASHBOARD INTERFACE (ONE PER METER)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IF51	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFWV	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW STARTUP KIT FOR DM125/225	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAW	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES D/FWORKS INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAN	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW 300 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAM	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW 100 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAL	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	INVIEW 50 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAB	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	DEPARTMENT ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBK	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APFD	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF3	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ ENHANCED W/OW FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
AP9F	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	COLOR GRAPHICS PRINTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5G	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	165/105 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BMZ1	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES BUSINESS MANAGER INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90650	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	ROLL TAPE KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF6	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ 3000/SENDPRO3000 DLA PRELOADED FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
MP4W	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	70 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP3W	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	15/30 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
APKM	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO - UNLIMITED ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW92705	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	15" DISPLAY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW9067	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER DISTRIBUTION KIT	\$100.00	\$65.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
N199	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SCALE STAND (MP30)	\$115.00	\$74.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW97182	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS LAN ADAPTER	\$155.00	\$101.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF8	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P SERIES VERTICAL MARKET FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF9	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P CREATIVE FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90705	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P SERIES PC SYSTEM CONNECT	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HV97500	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS LAN CLIENT	\$170.00	\$110.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90701	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	100' LAN CABLE	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90147	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS KEYBOARD	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90702	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	WIRELESS 4-PORT ROUTER	\$215.00	\$140.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SWVD	HIGH VOLUME MAILING SYSTEMS FURNITURE	ADDITIONAL SCALE STAND FOR SENDPRO P SERIES CONSOLE	\$276.00	\$207.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFA2	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (100 DEPT)	\$390.00	\$253.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFR4	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	USPS BRM RATES	\$510.00	\$332.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90020	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SIDE GUIDE - SENDPRO P3000/CONNECT+ 3000	\$540.00	\$351.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVWB	HIGH VOLUME MAILING SYSTEMS FURNITURE	BRIDGE FOR SENDPRO P SERIES CONSOLE	\$550.00	\$357.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA2	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	100 DEPT ANALYTICS	\$625.00	\$406.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBG	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90806	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	POWER STACKER EXTENSION	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MELO	HIGH VOLUME MAILING SYSTEMS	METER HARDWARE - P SERIES, HV	\$800.00	\$563.58	38%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SD05	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BARCODE SCANNER	\$902.00	\$586.30	35%	\$210.00	\$168.00	20%	\$15.61	n/a	n/a	n/a	n/a
MSD2	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	15" COLOR TOUCH DISPLAY	\$930.00	\$605.00	35%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SPY8	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	LASER PRINTER	\$957.00	\$622.05	35%	\$182.00	\$145.60	20%	\$13.53	n/a	n/a	n/a	n/a
MW90024	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE KIT	\$1,165.00	\$757.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPR	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	GREEN CONNECT+ POWER STACKER	\$1,255.00	\$816.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA4	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	500 DEPT ANALYTICS	\$1,350.00	\$878.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5H	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	220/135 LPM SPEED	\$1,655.00	\$883.70	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAS	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	1000 DEPT ANALYTICS	\$1,612.00	\$1,048.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA7	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	2000 DEPT ANALYTICS	\$1,946.00	\$1,265.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPS	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER STACKER	\$2,305.00	\$1,498.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA9	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	3000 DEPT ANALYTICS	\$2,360.00	\$1,534.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVWA	HIGH VOLUME MAILING SYSTEMS FURNITURE	SENDPRO P SERIES CONSOLE WITH SCALE STAND	\$2,358.00	\$1,603.18	29%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVPS	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	MAILCENTER POWER STACKER	\$2,550.00	\$1,657.50	35%	\$275.00	\$220.00	20%	\$20.44	n/a	n/a	n/a	n/a
SVWE	HIGH VOLUME MAILING SYSTEMS FURNITURE	CONSOLE	\$2,374.92	\$1,662.44	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5I	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	270/170 LPM SPEED	\$6,675.00	\$3,604.50	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APKM1	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	UNLIMITED ACCOUNTING FOR P SERIES	\$6,480.00	\$4,212.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AP5K	HIGH VOLUME MAILING SYSTEMS ACCESSORIES	310/205 LPM SPEED	\$14,565.00	\$7,885.10	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVBD	HIGH VOLUME MAILING SYSTEMS	MAILCENTER 3000	\$21,800.00	\$13,516.00	38%	\$1,844.00	\$1,475.20	20%	\$137.05	n/a	n/a	n/a	n/a

Mailing Systems, Production (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	38%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	35%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
MSD1	PRODUCTION MAILING SYSTEMS ACCESSORIES	10" COLOR TOUCH DISPLAY	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
MW90007	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P/CONNECT+ SERIES DROP STACKER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFPA	PRODUCTION MAILING SYSTEMS ACCESSORIES	METER INVIEW DASHBOARD INTERFACE (ONE PER METER)	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IF51	PRODUCTION MAILING SYSTEMS ACCESSORIES	USPS SPECIAL SERVICES SOFTWARE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFNV	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW STARTUP KIT FOR DM125/225	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAW	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES DWORKS INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAN	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW 300 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAM	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW 100 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAL	PRODUCTION MAILING SYSTEMS ACCESSORIES	INVIEW 50 DEPT ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFAB	PRODUCTION MAILING SYSTEMS ACCESSORIES	DEPARTMENT ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBK	PRODUCTION MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APFD	PRODUCTION MAILING SYSTEMS ACCESSORIES	ENERGY STAR ENABLED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF3	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ ENHANCED NOW FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
APFB	PRODUCTION MAILING SYSTEMS ACCESSORIES	COLOR GRAPHICS PRINTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSG	PRODUCTION MAILING SYSTEMS ACCESSORIES	165/105 LPM SPEED	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BMZ1	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES BUSINESS MANAGER INTERFACE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90650	PRODUCTION MAILING SYSTEMS ACCESSORIES	ROLL TAPE KIT	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSF6	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ 3000/SENDPRO3000 DLA PRELOADED FEEDER	\$0.00	\$0.00	0%	\$1,707.24	\$1,365.79	20%	\$126.88	n/a	n/a	n/a	n/a
MP4W	PRODUCTION MAILING SYSTEMS ACCESSORIES	70 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP3W	PRODUCTION MAILING SYSTEMS ACCESSORIES	15/30 LB WEIGHTS & MEASURES APPROVED OPTION	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
APKM	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO - UNLIMITED ACCOUNTING	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW92705	PRODUCTION MAILING SYSTEMS ACCESSORIES	15" DISPLAY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90667	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER DISTRIBUTION KIT	\$100.00	\$65.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
N199	PRODUCTION MAILING SYSTEMS ACCESSORIES	SCALE STAND (MP30)	\$115.00	\$74.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW97182	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS LAN ADAPTER	\$155.00	\$101.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF8	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P SERIES VERTICAL MARKET FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APF9	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+ /SENDPRO P CREATIVE FONTS	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90705	PRODUCTION MAILING SYSTEMS ACCESSORIES	CONNECT+/SENDPRO P SERIES PC SYSTEM CONNECT	\$165.00	\$107.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HV97500	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS LAN CLIENT	\$170.00	\$110.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90701	PRODUCTION MAILING SYSTEMS ACCESSORIES	100' LAN CABLE	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90147	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS KEYBOARD	\$215.00	\$139.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90702	PRODUCTION MAILING SYSTEMS ACCESSORIES	WIRELESS 4-PORT ROUTER	\$315.00	\$204.75	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVWD	PRODUCTION MAILING SYSTEMS FURNITURE	ADDITIONAL SCALE STAND FOR SENDPRO P SERIES CONSOLE	\$276.00	\$207.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFA2	PRODUCTION MAILING SYSTEMS ACCESSORIES	BASIC ACCOUNTING (100 DEPT)	\$390.00	\$253.50	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFR4	PRODUCTION MAILING SYSTEMS ACCESSORIES	USPS BRM RATES	\$510.00	\$332.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90920	PRODUCTION MAILING SYSTEMS ACCESSORIES	SIDE GUIDE - SENDPRO P3000/CONNECT+ 3000	\$540.00	\$351.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVWB	PRODUCTION MAILING SYSTEMS FURNITURE	BRIDGE FOR SENDPRO P SERIES CONSOLE	\$504.00	\$328.00	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA2	PRODUCTION MAILING SYSTEMS ACCESSORIES	100 DEPT ANALYTICS	\$625.00	\$406.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AZBG	PRODUCTION MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90806	PRODUCTION MAILING SYSTEMS ACCESSORIES	POWER STACKER EXTENSION	\$765.00	\$497.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ME1D	PRODUCTION MAILING SYSTEMS	METER HARDWARE - P SERIES, HV	\$909.00	\$586.58	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SBDS	PRODUCTION MAILING SYSTEMS ACCESSORIES	BARCODE SCANNER	\$902.00	\$586.30	35%	\$210.00	\$168.00	20%	\$15.61	n/a	n/a	n/a	n/a
MSD2	PRODUCTION MAILING SYSTEMS ACCESSORIES	15" COLOR TOUCH DISPLAY	\$930.00	\$604.50	35%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SP78	PRODUCTION MAILING SYSTEMS ACCESSORIES	LASER PRINTER	\$957.00	\$622.05	35%	\$182.00	\$145.60	20%	\$13.53	n/a	n/a	n/a	n/a
MW90924	PRODUCTION MAILING SYSTEMS ACCESSORIES	BLACK GRAPHICS UPGRADE KIT	\$1,165.00	\$757.25	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPR	PRODUCTION MAILING SYSTEMS ACCESSORIES	GREEN CONNECT+ POWER STACKER	\$1,255.00	\$816.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA4	PRODUCTION MAILING SYSTEMS ACCESSORIES	500 DEPT ANALYTICS	\$1,350.00	\$878.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSH	PRODUCTION MAILING SYSTEMS ACCESSORIES	220/135 LPM SPEED	\$1,655.00	\$889.70	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APAS	PRODUCTION MAILING SYSTEMS ACCESSORIES	1000 DEPT ANALYTICS	\$1,612.00	\$1,048.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APA7	PRODUCTION MAILING SYSTEMS ACCESSORIES	2000 DEPT ANALYTICS	\$1,946.00	\$1,265.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSPS	PRODUCTION MAILING SYSTEMS ACCESSORIES	SENDPRO P SERIES POWER STACKER	\$2,305.00	\$1,498.00	35%	\$347.00	\$277.60	20%	\$25.79	n/a	n/a	n/a	n/a
APA9	PRODUCTION MAILING SYSTEMS ACCESSORIES	3000 DEPT ANALYTICS	\$2,360.00	\$1,534.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVWA	PRODUCTION MAILING SYSTEMS FURNITURE	SENDPRO P SERIES CONSOLE WITH SCALE STAND	\$2,258.00	\$1,603.18	29%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVPS	PRODUCTION MAILING SYSTEMS ACCESSORIES	MALCENTER POWER STACKER	\$2,550.00	\$1,657.50	35%	\$275.00	\$220.00	20%	\$20.44	n/a	n/a	n/a	n/a
SVWE	PRODUCTION MAILING SYSTEMS FURNITURE	CONSOLE	\$2,374.92	\$1,662.44	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSI	PRODUCTION MAILING SYSTEMS ACCESSORIES	270/170 LPM SPEED	\$6,675.00	\$3,604.50	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APKM1	PRODUCTION MAILING SYSTEMS ACCESSORIES	UNLIMITED ACCOUNTING FOR P SERIES	\$6,480.00	\$4,212.00	35%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APSK	PRODUCTION MAILING SYSTEMS ACCESSORIES	110/205 LPM SPEED	\$14,565.00	\$7,865.10	46%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
HVBD	PRODUCTION MAILING SYSTEMS	MALCENTER 3000	\$21,900.00	\$13,516.00	38%	\$1,844.00	\$1,475.20	20%	\$137.05	n/a	n/a	n/a	n/a

Integrated Postal Scales (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	44%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	16%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts If end user is utilizing Time and Materials Maintenance	20%
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
MPB1	INTEGRATED POSTAL SCALES	SERIAL INTERFACE SCALE	\$0.00	\$0.00	0%	\$28.00	\$22.40	20%	\$2.08	n/a	n/a	n/a	n/a
MPB2	INTEGRATED POSTAL SCALES	HORIZON TYPE APPROVED SCALE	\$0.00	\$0.00	0%	\$30.00	\$24.00	20%	\$2.23	n/a	n/a	n/a	n/a
MT30	INTEGRATED POSTAL SCALES	PLATFORM SCALE 30LB	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
MT49	INTEGRATED POSTAL SCALES	SCALE, GLOBAL - 149 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MT70	INTEGRATED POSTAL SCALES	PLATFORM SCALE 70 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MW96000	INTEGRATED POSTAL SCALES	WEIGHING PLATFORM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MT7W	INTEGRATED POSTAL SCALES	SCALE, W&M, GLOBAL - 70 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MT3W	INTEGRATED POSTAL SCALES	SCALE, W&M, US - 30 LB	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
MT4W	INTEGRATED POSTAL SCALES	SCALE, W&M, GLOBAL - 149 LB	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP49	INTEGRATED POSTAL SCALES	70/149 LB WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
IFW1	INTEGRATED POSTAL SCALES	DIFFERENTIAL WEIGHING FEATURE CODE	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MP9G	INTEGRATED POSTAL SCALES	INTEGRATED WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$108.00	\$86.40	20%	\$8.03	n/a	n/a	n/a	n/a
ZH45	INTEGRATED POSTAL SCALES	LOBBY SCALE CAPABILITY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MT73	INTEGRATED POSTAL SCALES	SCALE, W&M, POSTAL - 35 KG	\$0.00	\$0.00	0%	\$272.00	\$217.60	20%	\$20.22	n/a	n/a	n/a	n/a
MP1	INTEGRATED POSTAL SCALES	INTEGRATED WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$66.00	\$52.80	20%	\$4.91	n/a	n/a	n/a	n/a
MPB8	INTEGRATED POSTAL SCALES	INTEGRATED WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$13.00	\$10.40	20%	\$0.97	n/a	n/a	n/a	n/a
MP30	INTEGRATED POSTAL SCALES	15/30 LB WEIGHING PLATFORM	\$0.00	\$0.00	0%	\$211.00	\$168.80	20%	\$15.68	n/a	n/a	n/a	n/a
HY96000	INTEGRATED POSTAL SCALES	MAN. CENTER WEIGHING PLATFORM	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFW0	INTEGRATED POSTAL SCALES	MANUAL WEIGHT ENTRY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHWL	INTEGRATED POSTAL SCALES	5LB5/3KG WEIGHING OPTION FOR MPB1 SCALE	\$911.00	\$482.83	47%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH01	INTEGRATED POSTAL SCALES	5LB WEIGHING OPTION FOR MPB2 SCALE	\$945.00	\$529.20	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IGW5	INTEGRATED POSTAL SCALES	5 LB INTERFACED WEIGHING	\$1,294.00	\$774.64	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHWM	INTEGRATED POSTAL SCALES	10LB/ 5KG WEIGHING OPTION FOR MPB1 SCALE	\$1,483.00	\$785.95	47%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH02	INTEGRATED POSTAL SCALES	10LB WEIGHING OPTION FOR MPB2 SCALE	\$1,518.00	\$850.08	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IGW9	INTEGRATED POSTAL SCALES	10 LB INTERFACED WEIGHING	\$1,655.00	\$926.80	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFWV	INTEGRATED POSTAL SCALES	5 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	\$1,835.00	\$1,027.60	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH07	INTEGRATED POSTAL SCALES	15 LB WEIGHING OPTION FOR MP30 SCALE	\$1,935.00	\$1,089.00	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH03	INTEGRATED POSTAL SCALES	15LB WEIGHING OPTION FOR MPB2 SCALE	\$2,056.00	\$1,151.36	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHWH	INTEGRATED POSTAL SCALES	15LB5/7KG WEIGHING OPTION FOR MPB1 SCALE	\$2,056.00	\$1,151.36	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFWW	INTEGRATED POSTAL SCALES	10 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	\$2,280.00	\$1,276.80	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFW5	INTEGRATED POSTAL SCALES	15 LB INTERFACED WEIGHING (SCALE LEFT OR RIGHT OF UNIT)	\$2,615.00	\$1,468.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFWX	INTEGRATED POSTAL SCALES	15 LB INTERFACED WEIGHING (SCALE/STAND BEHIND UNIT)	\$2,615.00	\$1,464.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHA8	INTEGRATED POSTAL SCALES	30LB WEIGHING OPTION FOR MT30 SCALE	\$2,989.00	\$1,673.84	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH13	INTEGRATED POSTAL SCALES	30 LB WEIGHING OPTION FOR MP30 SCALE	\$2,989.00	\$1,674.00	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFW6	INTEGRATED POSTAL SCALES	30 LB INTERFACED WEIGHING (SCALE LEFT OR RIGHT OF UNIT)	\$2,990.00	\$1,674.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHA3	INTEGRATED POSTAL SCALES	30 LB WEIGHING OPTION FOR MT30 SCALE	\$3,230.00	\$1,808.80	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH15	INTEGRATED POSTAL SCALES	70 LB WEIGHING OPTION FOR MP49 SCALE	\$3,334.00	\$1,867.00	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZHA5	INTEGRATED POSTAL SCALES	70LB WEIGHING OPTION FOR MT7W SCALE	\$3,334.00	\$1,867.04	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFW7	INTEGRATED POSTAL SCALES	70 LB INTERFACED WEIGHING	\$3,335.00	\$1,867.60	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ZH85	INTEGRATED POSTAL SCALES	70 LB WEIGHING OPTION FOR MT70 SCALE	\$3,601.00	\$2,016.56	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IFW8	INTEGRATED POSTAL SCALES	149 LB INTERFACED WEIGHING	\$4,615.00	\$2,584.40	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Letter Openers, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	34%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	15%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DLA2	LETTER OPENERS, LOW VOLUME	DL200™ LETTER OPENER W/INSTALLATION & TRAINING	\$4,141.15	\$2,401.87	42%	\$286.00	\$228.80	20%	\$21.26	n/a	n/a	n/a	n/a

Letter Openers, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	20%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	15%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
OMBIN	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	3065 SORT LETTER OPENER BIN	\$866.16	\$692.93	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OMBAT	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	306 LETTER OPENER BATCHER	\$1,731.24	\$1,384.99	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OMCQNV	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	3065 SORT LETTER OPENER CONVEYOR	\$2,350.08	\$1,880.06	20%	\$167.00	\$133.60	20%	\$12.41	n/a	n/a	n/a	n/a
OMPRINT	LETTER OPENERS, ACCESSORIES, HIGH VOLUME	306 AND 3065 HIGH SPEED INKJET PRINTER	\$3,709.80	\$2,967.84	20%	\$234.00	\$187.20	20%	\$17.39	n/a	n/a	n/a	n/a
DLA3	LETTER OPENERS, HIGH VOLUME	OMATION 210 W/INSTALL & TRAINING 120V	\$6,671.70	\$4,803.62	28%	\$645.00	\$516.00	20%	\$47.94	n/a	n/a	n/a	n/a
DLA4	LETTER OPENERS, HIGH VOLUME	OMATION 410 W/INSTALL & TRAINING 120V	\$11,870.10	\$8,783.87	26%	\$1,151.00	\$920.80	20%	\$85.54	n/a	n/a	n/a	n/a
OM306	LETTER OPENERS, HIGH VOLUME	306 LETTER OPENER	\$19,567.44	\$14,675.58	25%	\$1,560.00	\$1,248.00	20%	\$115.94	n/a	n/a	n/a	n/a
OM306S	LETTER OPENERS, HIGH VOLUME	306S LETTER OPENER W/SORT	\$23,276.16	\$17,457.12	25%	\$1,872.00	\$1,497.60	20%	\$139.13	n/a	n/a	n/a	n/a

Letter Folders, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	18%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
TB70064	LOW VOLUME LETTER FOLDERS ACCESSORIES	FOLDER LOCALIZATION KIT US	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DFHC	LOW VOLUME LETTER FOLDERS ACCESSORIES	HIGH CAPACITY EXTENSION	\$378.00	\$291.06	23%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DF9C	LOW VOLUME LETTER FOLDERS ACCESSORIES	CROSS FOLD KIT	\$761.40	\$586.28	23%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DFCS	LOW VOLUME LETTER FOLDERS ACCESSORIES	CONVEYOR STACKER	\$1,015.20	\$781.70	23%	\$82.00	\$65.60	20%	\$6.09	n/a	n/a	n/a	n/a
DF80	LOW VOLUME LETTER FOLDERS	OFFICERIGHT FOLDER	\$5,782.32	\$4,163.27	28%	\$521.00	\$416.80	20%	\$38.72	n/a	n/a	n/a	n/a

Letter Folders, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	16%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DF90	HIGH VOLUME LETTER FOLDERS	OFFICERIGHT FOLDER	\$7,297.56	\$5,254.24	28%	\$781.00	\$624.80	20%	\$58.04	n/a	n/a	n/a	n/a

Inserters, Production (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	15%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	13%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	5%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

* In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2028. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. The metering function as well as support for the DM Infinity meter will end on June 30, 2028 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2028 and you will not be able to meter your mail processed on a DM Infinity meter after June 30, 2028 will not be accepted by the USPS.

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
D2K1	PRODUCTION INSERTER ACCESSORIES	D2K1 - 1.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D2K2	PRODUCTION INSERTER ACCESSORIES	D2K1 - 2.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1F90	PRODUCTION INSERTER ACCESSORIES	DATA CAPTURE UPLOAD	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1F98	PRODUCTION INSERTER ACCESSORIES	EXTERNAL ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D10C	PRODUCTION INSERTER ACCESSORIES	D1000 SW UPDATE FOR FIELD RETROFIT	\$421.55	\$366.75	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F890	PRODUCTION INSERTER ACCESSORIES	BOTTOM EDGE ENVELOPE MARKER 728	\$1,461.90	\$1,271.85	13%	\$121.00	\$114.95	5%	\$10.68	n/a	n/a	n/a	n/a
F8MC	PRODUCTION INSERTER ACCESSORIES	BUCKLE CHUTE FOR HIGH SHEET COUNT TRI FOLDED SETS	\$1,975.00	\$1,718.25	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
R05E	PRODUCTION INSERTER ACCESSORIES	SYSTEMS ENGINEERING - FBP OR WIN10 SERVER INST&TRNG	\$2,245.10	\$1,953.24	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F8AA	PRODUCTION INSERTER ACCESSORIES	STANDARD FOLD PLATES	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89D	PRODUCTION INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER BOTTOM SCAN	\$4,299.90	\$3,740.91	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89Z	PRODUCTION INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER TOP SCAN	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89K	PRODUCTION INSERTER ACCESSORIES	BOTTOM SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,235.00	\$3,545.45	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
F89J	PRODUCTION INSERTER ACCESSORIES	TOP SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,665.90	\$4,059.33	13%	\$366.00	\$347.70	5%	\$33.30	n/a	n/a	n/a	n/a
D10E	PRODUCTION INSERTER ACCESSORIES	EDGE MARKER FACE DOWN EXITS	\$4,704.85	\$4,093.22	13%	\$349.00	\$331.55	5%	\$30.80	n/a	n/a	n/a	n/a
D10R	PRODUCTION INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FOR FACE DOWN PROCESSING	\$8,654.30	\$7,529.24	13%	\$852.00	\$809.40	5%	\$75.15	n/a	n/a	n/a	n/a
F89C	PRODUCTION INSERTER ACCESSORIES	LOW CAP DIVERT W/ SMART DEFLECT	\$9,090.00	\$7,908.30	13%	\$590.00	\$560.50	5%	\$52.07	n/a	n/a	n/a	n/a
D1WR	PRODUCTION INSERTER ACCESSORIES	RETROFIT MAIN PC D1000	\$10,000.00	\$8,700.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D1D1	PRODUCTION INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FACE UP EXITS	\$12,677.30	\$11,029.25	13%	\$1,153.00	\$1,095.35	5%	\$101.76	n/a	n/a	n/a	n/a
F89B	PRODUCTION INSERTER ACCESSORIES	AUTOMATIC FOLD CAPABILITY	\$17,113.80	\$14,889.01	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89F	PRODUCTION INSERTER ACCESSORIES	2D CAMERA SCANNER	\$18,080.50	\$15,730.04	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
F89H	PRODUCTION INSERTER ACCESSORIES	2D TOP SCANNER FOR SHEET FEEDER	\$19,401.76	\$16,879.53	13%	\$2,078.76	\$1,974.82	5%	\$183.46	n/a	n/a	n/a	n/a
D1MS	PRODUCTION INSERTER ACCESSORIES	D10000 FILE BASED MICROSERVER	\$20,487.30	\$17,823.95	13%	\$1,707.00	\$1,621.65	5%	\$150.65	n/a	n/a	n/a	n/a
D1DA	PRODUCTION INSERTER ACCESSORIES	FACE DOWN EXIT ONE DIVERT	\$21,257.50	\$18,694.03	13%	\$2,278.00	\$2,164.10	5%	\$200.05	n/a	n/a	n/a	n/a
F89L	PRODUCTION INSERTER ACCESSORIES	2D TOP SCANNING FOR ENCLOSURE FEEDER	\$23,334.10	\$20,300.67	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
D1ST	PRODUCTION INSERTER ACCESSORIES	FILE BASED PROCESSING	\$31,589.20	\$27,482.60	13%	\$3,328.00	\$3,161.60	5%	\$293.71	n/a	n/a	n/a	n/a
F8AB	PRODUCTION INSERTER ACCESSORIES	HCSF W/ STANDARD HOPPER	\$47,175.70	\$41,042.86	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
D1DG	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 20 SHEETS	\$48,262.40	\$41,988.29	13%	\$4,388.00	\$4,168.60	5%	\$387.27	n/a	n/a	n/a	n/a
D1DH	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 50 SHEETS	\$49,657.10	\$43,037.68	13%	\$4,497.00	\$4,272.15	5%	\$396.89	n/a	n/a	n/a	n/a
F8BA	PRODUCTION INSERTER ACCESSORIES	HCSF W/ EXTENDED HOPPER	\$50,476.80	\$43,914.82	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
D1DX	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 20 SHEETS	\$79,016.00	\$68,743.92	13%	\$7,184.00	\$6,824.80	5%	\$634.03	n/a	n/a	n/a	n/a
D1DY	PRODUCTION INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 50 SHEETS	\$80,294.70	\$69,856.39	13%	\$7,300.00	\$6,935.00	5%	\$644.27	n/a	n/a	n/a	n/a
D1C0	PRODUCTION INSERTER	D10000 TWO ENCLOSURE FEEDER SYSTEM	\$200,889.70	\$170,766.25	15%	\$11,159.00	\$10,601.05	5%	\$989.84	n/a	n/a	n/a	n/a
D1C1	PRODUCTION INSERTER	D10000 THREE ENCLOSURE FEEDER SYSTEM	\$205,374.80	\$174,568.58	15%	\$11,606.00	\$11,025.70	5%	\$1,024.29	n/a	n/a	n/a	n/a
D1C2	PRODUCTION INSERTER	D10000 FOUR ENCLOSURE FEEDER SYSTEM	\$229,424.60	\$195,010.91	15%	\$12,800.00	\$12,160.00	5%	\$1,129.67	n/a	n/a	n/a	n/a
IT04	PRODUCTION INSERTER ACCESSORIES	D1C US DM INFINITY PERMIT METER	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CYCLECOVERAGE	PRODUCTION INSERTER ACCESSORIES	CYCLE COVERAGE FEE	\$0.005/PER CYCLE	\$0.005/PER CYCLE	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Folder-Inserters, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	20%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	16%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
T1PP	LOW VOLUME FOLDER-INSERTER ACCESSORIES	PERFED PAPER RELAY 2500-4500	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1NP	LOW VOLUME FOLDER-INSERTER ACCESSORIES	NON PERF PAPER RELAY 2500-4500	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F381076	LOW VOLUME FOLDER-INSERTER ACCESSORIES	KIT, RELAY 2500-4500 PB LOGO	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1TC	LOW VOLUME FOLDER-INSERTER FURNITURE	OPTIONAL CASTERS FOR INSERTER TABLES	\$659.44	\$419.58	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1AT	LOW VOLUME FOLDER-INSERTER ACCESSORIES	ADDITIONAL SHEET FEEDER	\$1,598.00	\$1,342.32	16%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
T1TA	LOW VOLUME FOLDER-INSERTER FURNITURE	3X3X3X29-36 STORAGE CABINET	\$1,794.06	\$1,346.22	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1TB	LOW VOLUME FOLDER-INSERTER FURNITURE	45.5X3X29-36 STORAGE CABINET	\$1,899.72	\$1,424.79	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1B1	LOW VOLUME FOLDER-INSERTER ACCESSORIES	DWR SCANNER W/INSTALL & TRG	\$1,973.16	\$1,558.80	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T1D0	LOW VOLUME FOLDER-INSERTER ACCESSORIES	DWR SCANNER WITH INSTALL & TRG	\$1,973.16	\$1,558.80	21%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
T1R5	LOW VOLUME FOLDER-INSERTER ACCESSORIES	VERTICAL STACKER W/INSTALL & TRG	\$2,170.80	\$1,562.98	28%	\$174.00	\$139.20	20%	\$12.93	n/a	n/a	n/a	n/a
T1T4	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D TOP SCANNER W/INSTALL & TRAINING	\$2,653.56	\$2,096.31	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1T3	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D BOTTOM SCANNER W/INSTALL & TRAINING	\$2,653.56	\$2,096.31	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1B2	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D TOP W/ RIE/ INSTALL & TRG	\$3,085.56	\$2,437.59	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1B3	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D BOTTOM W/RIE/ INSTALL & TRG	\$3,085.56	\$2,437.59	21%	\$487.00	\$389.60	20%	\$36.19	n/a	n/a	n/a	n/a
T1B4	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D I&T C-DOUBLE FRONT /HALF- Z BACK /RIP	\$3,493.80	\$2,934.79	16%	\$505.00	\$404.00	20%	\$37.53	n/a	n/a	n/a	n/a
T1B5	LOW VOLUME FOLDER-INSERTER ACCESSORIES	2D I&T HALF- Z FRONT/C- DOUBLE BACK/RIP	\$3,493.80	\$2,934.79	16%	\$505.00	\$404.00	20%	\$37.53	n/a	n/a	n/a	n/a
T1Z5	LOW VOLUME FOLDER-INSERTER	RELAY 2500 W/INSTALL & TRAINING	\$30,632.60	\$7,549.15	29%	\$960.00	\$768.00	20%	\$71.35	n/a	n/a	n/a	n/a

Folder-Inserters, Medium Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	20%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	17%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts if end user is utilizing Time and Materials Maintenance	20%
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
F9PG2	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	POWERGUARD SERVICE PACKAGE 2	\$113.50	\$94.21	17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F9D0020	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	POWERGUARD2	\$149.00	\$95.36	36%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F9PG	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	POWERGUARD	\$339.00	\$267.81	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790725	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	SALES KIT FEEDER INSERT SUPPORT	\$495.70	\$406.47	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TI7E	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	SCANNER MOUNTING KIT HIGH CAP SHEET FDR	\$1,224.72	\$1,016.52	17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TI9P	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	VERTICAL POWER STACKER	\$2,466.72	\$1,924.04	22%	\$181.00	\$144.80	20%	\$13.45	n/a	n/a	n/a	n/a
TI9Y	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER/INST& TRG/INTEGRITY EXPRESS	\$3,561.84	\$2,457.67	31%	\$1,287.00	\$1,029.60	20%	\$95.65	n/a	n/a	n/a	n/a
TI9U	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER/INST&TRG/RELAY INTEG PRO STD	\$3,359.88	\$2,620.71	22%	\$1,237.00	\$989.60	20%	\$91.93	\$370.00	\$456.00	20%	\$42.36
TI9T	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D HCF/INST&TRG/RELAY INTEG PRO STD	\$3,056.56	\$3,944.12	23%	\$1,055.00	\$844.00	20%	\$78.41	\$370.00	\$456.00	20%	\$43.36
TI9W	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER/INST&TRG/RELAY INTEG PRO ADV	\$5,056.56	\$3,944.12	22%	\$1,237.00	\$989.60	20%	\$91.93	\$950.00	\$760.00	20%	\$70.60
TI9X	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D SHEET FDR/INST&TRG/INTEGRITY EXPRESS	\$5,361.12	\$4,181.67	22%	\$1,098.00	\$878.40	20%	\$81.60	n/a	n/a	n/a	n/a
TI9D	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D CAMERA HIGH CAPACITY SHEET FEEDER	\$5,295.24	\$4,395.05	17%	\$1,186.00	\$948.80	20%	\$88.14	n/a	n/a	n/a	n/a
TI9V	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	2D HCF/INST&TRG/RELAY INTEG PRO ADV	\$6,864.48	\$5,354.29	22%	\$1,055.00	\$844.00	20%	\$78.41	\$950.00	\$760.00	20%	\$70.60
TI9P	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 5000/6000 FILE BASED PROCESSING WITHOUT PC	\$12,652.20	\$8,730.02	31%	\$362.00	\$289.60	20%	\$26.90	\$375.00	\$300.00	20%	\$27.87
TI6P	MEDIUM VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 5000/6000 FILE BASED PROCESSING	\$13,887.72	\$9,582.53	31%	\$863.00	\$690.40	20%	\$64.14	\$375.00	\$300.00	20%	\$27.87
TI3S	MEDIUM VOLUME FOLDER-INSERTER	RELAY 3500 W/INSTALL & TRAINING	\$15,694.56	\$11,143.14	29%	\$1,320.00	\$1,056.00	20%	\$98.10	n/a	n/a	n/a	n/a
TI4S	MEDIUM VOLUME FOLDER-INSERTER	RELAY 4500 W/INSTALL & TRAINING	\$16,785.52	\$14,089.14	25%	\$1,872.00	\$1,497.60	20%	\$139.13	n/a	n/a	n/a	n/a
TI5D	MEDIUM VOLUME FOLDER-INSERTER	RELAY 5000 W/A FEEDER TOWER	\$26,534.52	\$18,939.51	29%	\$2,552.00	\$2,041.60	20%	\$189.67	n/a	n/a	n/a	n/a
TI6D	MEDIUM VOLUME FOLDER-INSERTER	RELAY 6000 INSERTING SYSTEM	\$52,048.44	\$39,036.33	25%	\$3,617.00	\$2,893.60	20%	\$268.82	n/a	n/a	n/a	n/a

Folder-inserters, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	28%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	28%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
F79042-01	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	POWER CORD	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D8X	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SECOND STACKER FOR TANDEM BELT STACKER	\$0.00	\$0.00	0%	\$251.00	\$200.80	20%	\$18.65	n/a	n/a	n/a	n/a
F790135	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SALES-KIT-MATTE BOOKLET KIT FOR TOWER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790442	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SALES KIT-FLAT ENVELOPE KIT FOR TOWER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790034	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	USB HUB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D90012	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	VERTICAL POWER LOCALIZATION KIT- US	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790700-01-PB	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	LOCALIZATION KIT - U.S. - PB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F791700-01-PB	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	LOCALIZATION KIT, HCSP - U.S., PB	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790726	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SALES KIT - ADJUSTABLE SHINGLE TRAY	\$155.52	\$104.20	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F780184	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	INSERT TRAY	\$254.88	\$160.57	37%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F780183	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SHEET/FLAT ENVELOPE TRAY	\$254.88	\$160.57	37%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F700327	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	SPECIAL TOWER FEEDER KIT	\$322.92	\$216.36	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8M	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 PEDAL KIT FOR MANUAL FEED	\$411.84	\$288.29	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8N	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	STRAIGHT IN LINE POWER STACKER KIT	\$429.52	\$300.66	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790018	HIGH VOLUME FOLDER-INSERTER FURNITURE	18 IN. CONSOLE EXTENSION	\$459.00	\$321.30	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F790019	HIGH VOLUME FOLDER-INSERTER FURNITURE	30 IN. CONSOLE EXTENSION	\$588.60	\$412.02	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F758	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BARCODE SCANNING SOFTWARE	\$927.72	\$621.57	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F7D1	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BOTTOM ADDRESS INVERTER KIT	\$1,399.68	\$937.79	33%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
T8K	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	HIGH CAPACITY BIN FOR HIGH SHEET COUNT SETS (2 POSITIONS)	\$1,465.36	\$1,025.75	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8R	HIGH VOLUME FOLDER-INSERTER FURNITURE	HEIGHT ADJUSTABLE TABLE, 60IN. W/ SHELF	\$2,327.40	\$1,629.18	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8T	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	EXIT TRANSPORT	\$2,467.80	\$1,653.43	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8R1	HIGH VOLUME FOLDER-INSERTER FURNITURE	HEIGHT ADJUSTABLE TABLE, 60IN. W/ SHELF AND LOCKING DOORS	\$2,738.88	\$1,917.22	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8D	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	2D TOWER SCANNING	\$3,000.96	\$2,070.94	31%	\$1,287.00	\$1,029.60	20%	\$86.65	n/a	n/a	n/a	n/a
WS93	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	FILE BASED PROCESSING WINDOWS 10 PC	\$3,355.88	\$2,349.12	30%	\$501.00	\$400.80	20%	\$37.23	n/a	n/a	n/a	n/a
T8M	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	T8M - TOWER SCANNING HARDWARE	\$3,931.20	\$2,633.90	33%	\$421.00	\$336.80	20%	\$31.29	n/a	n/a	n/a	n/a
F77B	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	TOWER OMR BARCODE SCANNING HARDWARE	\$3,931.20	\$2,633.90	33%	\$421.00	\$336.80	20%	\$31.29	n/a	n/a	n/a	n/a
F7F5	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER FOR HIGH CAPACITY SHEET FEED	\$3,931.20	\$2,633.90	33%	\$252.00	\$201.60	20%	\$18.73	n/a	n/a	n/a	n/a
F7M1	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	MAIL MACHINE INTERFACE FOR CONNECT+ 3000	\$4,069.44	\$2,736.52	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F7M7	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	MAIL MACHINE INTERFACE FOR CONNECT+ 1000/2000	\$4,069.44	\$2,736.52	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8RC	HIGH VOLUME FOLDER-INSERTER FURNITURE	60 IN. HEIGHT ADJUSTABLE TABLE, NO DOORS, SLIDING SHELF	\$4,660.20	\$3,262.14	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8BB	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BELT STACKER W/ INSTALLATION TO HEIGHT STAND	\$5,127.72	\$3,425.52	33%	\$251.00	\$200.80	20%	\$18.65	n/a	n/a	n/a	n/a
T8F5	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	FLAT SEALER	\$5,342.76	\$3,579.85	33%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8D	HIGH VOLUME FOLDER-INSERTER FURNITURE	90 IN. HEIGHT ADJUSTABLE TABLE, NO DOORS, SLIDING SHELF	\$5,670.00	\$3,969.00	30%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T8BD	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	TANDEM BELT STACKER W/ INSTALLATION TO HEIGHT STAND, INLINE	\$6,663.60	\$4,464.61	33%	\$251.00	\$200.80	20%	\$18.65	n/a	n/a	n/a	n/a
T8F	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 BELT STACKER	\$6,576.96	\$4,603.87	30%	\$690.00	\$552.00	20%	\$51.28	n/a	n/a	n/a	n/a
T8C	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	BOOKLET FEEDER	\$6,576.96	\$4,603.87	30%	\$690.00	\$552.00	20%	\$51.28	n/a	n/a	n/a	n/a
T8C	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 2D / 1D SCANNER (2 POSITIONS-INCLUDES LARGE TRAY)	\$8,167.72	\$5,717.40	30%	\$778.00	\$622.40	20%	\$57.82	n/a	n/a	n/a	n/a
T8HC	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	HIGH CAPACITY SHEET FEEDER	\$9,100.08	\$5,824.05	36%	\$938.00	\$750.40	20%	\$69.71	n/a	n/a	n/a	n/a
T8J	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 OMR/BARCODE SCANNER	\$11,510.28	\$8,057.20	30%	\$1,129.00	\$903.20	20%	\$83.91	n/a	n/a	n/a	n/a
T8P	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 7000/8000 FILE BASED PROCESSING WITHOUT PC	\$18,834.12	\$12,618.86	33%	\$362.00	\$289.60	20%	\$26.90	\$375.00	\$300.00	20%	\$27.87
D90P	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	D90P FILE BASED PROCESSING	\$20,069.64	\$13,446.66	33%	\$600.00	\$480.00	20%	\$44.14	n/a	n/a	n/a	n/a
T8E	HIGH VOLUME FOLDER-INSERTER	RELAY 9000 MULTIFUNCTION FOLDER	\$32,184.16	\$22,528.91	30%	\$3,334.00	\$2,667.20	20%	\$247.78	n/a	n/a	n/a	n/a
T8B	HIGH VOLUME FOLDER-INSERTER ACCESSORIES	RELAY 9000 2ND TOWER	\$36,087.28	\$25,261.10	30%	\$3,742.00	\$2,993.60	20%	\$278.11	n/a	n/a	n/a	n/a
T7D	HIGH VOLUME FOLDER-INSERTER	RELAY 7000 INSERTING SYSTEM	\$58,551.12	\$37,472.72	36%	\$4,334.00	\$3,467.20	20%	\$322.10	n/a	n/a	n/a	n/a
T8D	HIGH VOLUME FOLDER-INSERTER	RELAY 9000 INSERTING SYSTEM	\$85,096.44	\$57,014.61	33%	\$5,994.00	\$4,795.20	20%	\$448.48	n/a	n/a	n/a	n/a
T8P	HIGH VOLUME FOLDER-INSERTER	RELAY 9000 INSERTER W/INST/TRG-500K MO W/ BASE, MAIL FEEDER, TOW	\$97,798.08	\$68,458.66	30%	\$9,862.00	\$7,889.60	20%	\$732.95	n/a	n/a	n/a	n/a

Folder-inserters, Production (Reference Part 3.19)

All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	15%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	13%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	17%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	5%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Offerors Response

** In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024. The metering function as well as support for the DM Infinity meter will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DZK1	PRODUCTION FOLDER INSERTER ACCESSORIES	DZK1 - 1.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DZK2	PRODUCTION FOLDER INSERTER ACCESSORIES	DZK1 - 2.5M ANNUALLY	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1F90	PRODUCTION FOLDER INSERTER ACCESSORIES	DATA CAPTURE UPLOAD	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FX8	PRODUCTION FOLDER INSERTER ACCESSORIES	EXTERNAL ACCOUNTING ENABLER	\$0.00	\$0.00	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DI0C	PRODUCTION FOLDER INSERTER ACCESSORIES	DI2000 SW UPDATE FOR FIELD RETROFIT	\$421.55	\$366.75	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RDSE	PRODUCTION FOLDER INSERTER ACCESSORIES	SYSTEMS ENGINEERING - FIP OR WINDO SERVER INST/RTG	\$2,245.10	\$1,953.24	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89Q	PRODUCTION FOLDER INSERTER ACCESSORIES	BOTTOM EDGE ENVELOPE MARKER 728	\$1,463.90	\$1,271.85	13%	\$121.00	\$114.95	5%	\$10.68	\$10.68	n/a	n/a	n/a
F8AA	PRODUCTION FOLDER INSERTER ACCESSORIES	STANDARD FOLD PLATES	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89D	PRODUCTION FOLDER INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER BOTTOM SCAN	\$4,299.90	\$3,740.91	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89Z	PRODUCTION FOLDER INSERTER ACCESSORIES	FIXED BEAM OMR AND BARCODE SCANNER TOP SCAN	\$4,299.90	\$3,740.91	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F89K	PRODUCTION FOLDER INSERTER ACCESSORIES	BOTTOM SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,535.00	\$3,945.45	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
F89J	PRODUCTION FOLDER INSERTER ACCESSORIES	TOP SCANNING FOR ENCLOSURE FEEDER/MOVING BEAM	\$4,665.90	\$4,059.33	13%	\$366.00	\$347.70	5%	\$32.30	n/a	n/a	n/a	n/a
F89C	PRODUCTION FOLDER INSERTER ACCESSORIES	LOW CAP DIVERT W/ SMART DEFLECT	\$9,090.00	\$7,908.30	13%	\$590.00	\$560.50	5%	\$52.07	n/a	n/a	n/a	n/a
D1CB	PRODUCTION FOLDER INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FOR FACE DOWN PROCESSING	\$8,654.30	\$7,529.24	13%	\$852.00	\$809.40	5%	\$75.19	n/a	n/a	n/a	n/a
D1WR	PRODUCTION FOLDER INSERTER ACCESSORIES	RETROFIT MAIN PC D10000	\$10,000.00	\$8,700.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89R	PRODUCTION FOLDER INSERTER ACCESSORIES	AUTOMATIC FOLD CAPABILITY	\$27,113.90	\$24,899.61	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
F89F	PRODUCTION FOLDER INSERTER ACCESSORIES	2D CAMERA SCANNER	\$18,080.50	\$15,730.04	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
D1MS	PRODUCTION FOLDER INSERTER ACCESSORIES	DI2000 FILE BASED MICROSERVER	\$20,487.30	\$17,823.95	13%	\$1,707.00	\$1,621.65	5%	\$150.65	n/a	n/a	n/a	n/a
F89H	PRODUCTION FOLDER INSERTER ACCESSORIES	2D TOP SCANNER FOR SHEET FEEDER	\$19,401.76	\$16,879.53	13%	\$2,078.76	\$1,974.82	5%	\$183.46	n/a	n/a	n/a	n/a
F89L	PRODUCTION FOLDER INSERTER ACCESSORIES	2D TOP SCANNING FOR ENCLOSURE FEEDER	\$23,334.10	\$20,300.67	13%	\$1,124.00	\$1,067.80	5%	\$99.20	n/a	n/a	n/a	n/a
D1ST	PRODUCTION FOLDER INSERTER ACCESSORIES	FILE BASED PROCESSING	\$31,589.20	\$27,482.60	13%	\$3,328.00	\$3,161.60	5%	\$293.71	n/a	n/a	n/a	n/a
F8AB	PRODUCTION FOLDER INSERTER ACCESSORIES	HCSF W/ STANDARD HOPPER	\$47,175.70	\$41,042.86	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
F8BA	PRODUCTION FOLDER INSERTER ACCESSORIES	HCSF W/ EXTENDED HOPPER	\$50,476.80	\$43,914.82	13%	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
D1CD	PRODUCTION FOLDER INSERTER	DI2000 TWO ENCLOSURE FEEDER SYSTEM	\$200,889.70	\$170,756.25	15%	\$11,159.00	\$10,601.05	5%	\$984.84	n/a	n/a	n/a	n/a
D1CL	PRODUCTION FOLDER INSERTER	DI2000 THREE ENCLOSURE FEEDER SYSTEM	\$295,374.80	\$254,568.58	15%	\$11,605.00	\$11,025.70	5%	\$1,024.29	n/a	n/a	n/a	n/a
D1C2	PRODUCTION FOLDER INSERTER	DI2000 FOUR ENCLOSURE FEEDER SYSTEM	\$229,424.60	\$195,010.91	15%	\$12,800.00	\$12,160.00	5%	\$1,129.67	n/a	n/a	n/a	n/a
1T04	PRODUCTION FOLDER INSERTER ACCESSORIES	UKC, US DM INFINITY PERMIT METER	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CYCLEOVERAGE	PRODUCTION FOLDER INSERTER ACCESSORIES	CYCLE OVERAGE FEE	\$0.005/PER CYCLE	\$0.005/PER CYCLE	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
D1DA	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE DOWN EXIT ONE DIVERT	\$21,257.50	\$18,494.03	13%	\$3,278.00	\$3,164.10	5%	\$301.05	n/a	n/a	n/a	n/a
D1DE	PRODUCTION FOLDER INSERTER ACCESSORIES	EDGE MARKER, FACE DOWN EXITS	\$4,706.85	\$4,093.22	13%	\$349.00	\$331.55	5%	\$30.80	n/a	n/a	n/a	n/a
D1DX	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 20 SHEETS	\$79,016.00	\$68,743.92	13%	\$7,184.00	\$6,824.80	5%	\$643.03	n/a	n/a	n/a	n/a
D1DY	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT DM INFINITY UP TO 50 SHEETS	\$80,294.70	\$69,856.39	13%	\$7,300.00	\$6,935.00	5%	\$644.27	n/a	n/a	n/a	n/a
D1DG	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 20 SHEETS	\$48,762.40	\$41,998.29	13%	\$4,388.00	\$4,168.60	5%	\$387.27	n/a	n/a	n/a	n/a
D1DH	PRODUCTION FOLDER INSERTER ACCESSORIES	FACE UP EXIT ONE DIVERT UP TO 50 SHEETS	\$49,457.10	\$43,027.68	13%	\$4,497.00	\$4,272.15	5%	\$396.89	n/a	n/a	n/a	n/a
D1DI	PRODUCTION FOLDER INSERTER ACCESSORIES	ADDITIONAL DIVERT BIN FACE UP EXITS	\$12,677.30	\$11,029.25	13%	\$1,153.00	\$1,095.35	5%	\$101.76	n/a	n/a	n/a	n/a
F8MC	PRODUCTION FOLDER INSERTER ACCESSORIES	BUCKLE CHUTE FOR HIGH SHEET COUNT TRI FOLDED SETS	\$1,975.00	\$1,718.25	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Envelope Addressing System, Ink Jet, Low Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	18%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
PB-MAX3	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT BLACK INK	\$47.99	\$39.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PB-RED	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT RED INK	\$58.99	\$48.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PB-BLUE	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT BLUE INK	\$58.99	\$48.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PB-GREEN	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT GREEN INK	\$58.99	\$48.50	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WH4PBMAX3	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT 100 BLACK INK STARTER KIT	\$221.00	\$172.38	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AR100	LOW VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 100 PRINTER (K 300K CYCLES/MO)	\$11,249.00	\$8,774.22	22%	\$1,023.00	\$818.40	20%	\$76.03	n/a	n/a	n/a	n/a

Envelope Addressing System, Ink Jet, Medium Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	18%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	18%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
WHBPBMAX3	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	ADDRESSRIGHT 200 BLACK INK STARTER KIT	\$331.00	\$258.18	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W763	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	W760 STACKER FOR ADDRESSRIGHT PRINTERS	\$2,376.00	\$1,948.32	18%	\$229.00	\$183.20	20%	\$17.02	n/a	n/a	n/a	n/a
W764	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM ACCESSORIES	W760 STACKER AND DRYER FOR ADDRESSRIGHT PRINTERS	\$5,287.00	\$4,335.34	18%	\$357.00	\$285.60	20%	\$26.53	n/a	n/a	n/a	n/a
AR200	MEDIUM VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 200 (< 600K CYCLES/MO)	\$17,202.00	\$13,417.56	22%	\$1,740.00	\$1,392.00	20%	\$129.32	n/a	n/a	n/a	n/a

Envelope Addressing System, Ink Jet, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	13%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	13%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
W429	HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	17" FLAT PANEL DISPLAY	\$236.00	\$205.32	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
WHBPBMAX3	HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 300 BLACK INK STARTER KIT	\$441.00	\$366.03	17%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ARPF	HIGH VOLUME INK JET ENVELOPE ADDRESSING SYSTEM	ADDRESSRIGHT 300 & FEEDER (c 1M CYCLES/MO)	\$26,933.00	\$22,354.39	17%	\$2,883.00	\$2,306.40	20%	\$214.27	n/a	n/a	n/a	n/a

Tabbers, High Volume (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	28%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	28%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
DT3T	HIGH VOLUME TABBERS ACCESSORIES	STAND FOR W985 CONVEYOR STACKER	\$963.00	\$693.36	28%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
W760	HIGH VOLUME TABBERS ACCESSORIES	STACKER FOR W360 TABBER	\$2,096.00	\$1,446.24	31%	\$220.00	\$176.00	20%	\$16.35	n/a	n/a	n/a	n/a
DT3S	HIGH VOLUME TABBERS ACCESSORIES	W985 CONVEYOR STACKER FOR W360 MULTIFUNCTION TABBER SYSTEM	\$4,042.00	\$2,910.24	28%	\$340.00	\$272.00	20%	\$25.27	n/a	n/a	n/a	n/a
DT3A	HIGH VOLUME TABBERS	W360 MULTIFUNCTION TABBER SYSTEM	\$24,204.00	\$16,700.76	31%	\$2,369.00	\$1,895.20	20%	\$176.07	n/a	n/a	n/a	n/a

Mailing Furniture (general) (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work. NO VOLUME OR TERM DISCOUNTS INCLUDED	Offerors Response
Required	
Percent (%) Discount from MSRP off Base Category Equipment	25%
Optional	
Percentage (%) Discount from MSRP off Associated Accessories	25%
Percentage (%) Discount from MSRP off Supplies and Consumables (does not include paper)	15%
Percentage (%) Discount from MSRP off Associated Mailing Furniture	25%
Maintenance	
Percentage (%) Discount from MSRP off full service maintenance contracts	20%
If end user is utilizing Time and Materials Maintenance	
Hourly rate for Time and Materials - regular business hours	\$218.00
Hourly rate for Time and Materials - outside business hours, weekends, and holidays	\$436.00
Percentage (%) discount off Parts for Time and Materials maintenance	5%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
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Software, License and Subscription (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offers/Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	Required
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
IC05	SOFTWARE, LICENSE AND SUBSCRIPTION	ENHANCED UIC SOFTWARE	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FAH	SOFTWARE, LICENSE AND SUBSCRIPTION	BUSINESS MANAGER SOFTWARE FEATURE CODE	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FR3	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS PRESORT/TKTX RATES	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1FRM	SOFTWARE, LICENSE AND SUBSCRIPTION	RATES MANAGER SOFTWARE	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AM-RAL-1001	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RAL 1001	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AM-RAL-7037	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RAL 7037	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AM-RAL-9003	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RAL 9003	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AM-RAL-9006	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RAL 9006	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AM-RAL-9016	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RAL 9016	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CDSP	SOFTWARE, LICENSE AND SUBSCRIPTION	CELLULAR CONNECTION FOR SENDPRO SERIES	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKEMDOR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	REAR LOADING LOCKERS WITH BACK	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKEIRBY	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FLOOR MOUNT ANGLE BRACKETS	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKSCLOPETOP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SLOPED TOP	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-RAL-8028	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BROWN	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-RAL-9005	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BLACK	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-RAL-9006	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SILVER	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-RAL-9016	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	WHITE	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-WRAP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CUSTOM WRAP (QUOTED SEPARATELY)	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSRP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	METER INTERFACE APP FOR PSE/RES/CONNECT+	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PAB1	SOFTWARE, LICENSE AND SUBSCRIPTION	PREMIUM APP BUNDLE	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSST	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	POST SALE SOFTWARE TOOL KIT	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SL5PMW11	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP/OP/INT/YSHIP WELCOME KIT	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-CUSTOM	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE CUSTOM CARRIER SUBSCRIPTION	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	\$536.00	\$428.00	n/a	20%
TSEN	SOFTWARE, LICENSE AND SUBSCRIPTION	E-MAIL NOTIFICATION	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$39.84
TMNS	SOFTWARE, LICENSE AND SUBSCRIPTION	CELLULAR SYNC DATA PLAN	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z6C3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	UPGRADE SOFTWARE FOR WIN2000	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z6C5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESS SOFTWARE UPGRADE FROM VERSION 3.0 TO LATEST VERSION	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z6V5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	UPGRADE SOFTWARE FOR WINXP	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
APK6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO P SENDPRO 860 SHIP ACCESS	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
USP890-P6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	E-CERTIFIED (IMP) LABELS	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ANALYTICS49566P	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO 360 ANALYTICS	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-OVERAGEV01	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OVERAGE VOLUME BAND - \$0.15 PER LABEL	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-OVERAGEV02	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OVERAGE VOLUME BAND - \$0.25 PER LABEL	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-OVERAGEV03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OVERAGE VOLUME BAND - \$0.09 PER LABEL	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OVRAGEV04	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OVERAGE VOLUME BAND 1 - \$0.15 / PER PRICE	\$0.00	\$0.00	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PPSM11	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	STAMP POSTAGE SHEET STARTER	\$4.99	\$4.34	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-SL-SPM01	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	STAMPS - 5 SHEETS W/125 STAMPS TOTAL	\$5.15	\$4.48	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IRMM	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LEASE ADDITION OF SAAS SUBSCRIPTION	\$10.00	\$8.70	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
POSTYULIS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	STYLER KIT	\$17.40	\$17.40	0%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PPSM12	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	STAMP POSTAGE ROLL STARTER	\$39.99	\$34.79	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z69003	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ETHERNET CABLE (14 FEET)	\$54.50	\$47.42	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z69004	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ETHERNET CABLE (25 FEET)	\$54.50	\$47.42	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT121HANDSTRAP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT121 HAND STRAP	\$59.00	\$51.33	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SL-ENV-CFV1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ENVELOPES #10 CERTIFIED MAIL FULL WINDOW, GUMMED, WHITE	\$67.99	\$59.15	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT121SOFTHOLSTER	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT121 SOFT HOLSTER	\$69.00	\$60.03	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SL5PM8	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	REMAN G800	\$85.00	\$74.00	13%/n/a	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
PT121RB	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT121 PLUGGED BOOT WITH HANDSTRAP	\$80.00	\$69.60	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
179053	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	1C1217C26 PROTECTIVE BOOT, INT HANDSTRAP	\$79.00	\$68.04	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SL-ENV-CFV2	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ENVELOPES 9" X 9.5" CERTIFIED MAIL FULL WINDOW, GUMMED, WHITE	\$94.99	\$82.64	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKER-SLOT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	MAILSLOT MODY FOR LOCKER DOOR (EACH)	\$95.00	\$82.65	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT1TAP8B	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT1 PRO RUGGED BOOT	\$110.00	\$95.70	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
179051	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RUGGED BOOT TRACKING ASSISTANT	\$95.70	\$83.26	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
072-7	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	46451E03 CERTIFIED LABELS	\$115.00	\$100.05	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSP-7534	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	1018 SCALE	\$120.00	\$105.60	13%/n/a	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
PT121BSCRBY	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT121 BASIC BATTERY	\$129.00	\$112.23	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSP-7534	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDESS WEDGE SCANNER SPARE BATTERY	\$130.00	\$113.10	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TS34	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDESS WEDGE SCANNER SPARE BATTERY	\$130.00	\$113.10	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS33	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT PORTABLE BELT PRINTER ZIN, CONTINUOUS THERMAL DIRECT LABELS SUPPLY CASE	\$132.00	\$114.84	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT121EXTBYR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT121 EXTENDED BATTERY	\$139.00	\$120.93	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT1TAP8	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT1 PRO STANDARD BATTERY	\$144.00	\$125.28	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BTR-1T51-TC56	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BATTERY FOR 1764/5, 1760/6	\$144.00	\$125.28	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS55	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SCANNER STAND FOR NON-CONTACT PROGRAMMABLE WEDGE SCANNER	\$145.00	\$126.00	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSP47	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	GRAPHICAL DISPLAY FOR 100L/200L8 SCALE	\$155.00	\$133.75	15%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE47	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	GRAPHICAL DISPLAY FOR 100L/200L8 SCALE	\$155.00	\$133.75	15%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS31	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CONTINUOUS LABELS SUPPLY FOR LOW TO MID VOLUME PRINTER	\$155.00	\$133.81	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKMAILSLOT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LARGE LEFT DOOR WITH MAIL SLOT	\$153.00	\$133.11	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SL-397-D	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	WEB POSTAGE 30KG USB SCALE	\$162.00	\$140.94	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-SPM8	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	Q1-800 POSTAGE ROLL PRINTER	\$171.00	\$148.77	13%/n/a	\$0.00	\$0.00	0%	\$0.00	n/a	n/a	n/a	n/a
SL-ENV-CFV3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ENVELOPES 9.5" X 12" CERTIFIED MAIL FULL WINDOW, GUMMED, WHITE	\$174.99	\$152.24	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYBOL3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ACTIVATION FOR DM100-300X, SP MAILSTATION	\$179.00	\$155.73	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKER-CC	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOCKER COMPARTMENT FOR CIBC	\$186.10	\$171.00	13%/n/a	\$9.00	\$7.20	20%	\$0.67	n/a	n/a	n/a	n/a
SPM3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP/OP/INT/YSHIP STAMP ROLL	\$219.00	\$190.53	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DS90034	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SECONDARY NETWORK CARD FOR DATA TRANSFERS	\$224.00	\$194.88	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS18	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USB SYNC CABLE	\$229.00	\$199.23	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BMA1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CRYSTAL REPORTING	\$241.00	\$209.67	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS10	SOFTWARE, LICENSE AND SUBSCRIPTION	HIGH VOLUME PRINTER 4IN, CONTINUOUS THERMAL DIRECT LABELS SUPPLY CASE	\$260.00	\$226.20	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-RAL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CONTINUOUS LABELS SUPPLY FOR HIGH VOLUME PRINTER	\$285.00	\$231.00	19%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS14	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CONTINUOUS LABELS SUPPLY FOR HIGH VOLUME PRINTER	\$299.00	\$260.13	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RIPC	SOFTWARE, LICENSE AND SUBSCRIPTION	RIP CONNECT/RIGHT MAILER	\$300.00	\$261.00	13%/n/a	n/a	n/a	n/a	n/a	\$60.00	\$48.00	20%	\$4.26
TSW6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	WIRELESS CONNECTIVITY MODULE	\$344.00	\$298.52	13%/n/a	n/a	n/a	n/a	n/a	\$57.00	\$45.60	20%	\$4.44
Z69000	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ETHERNET 4 PORT HUB	\$350.00	\$305.25	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BWMA	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESS MANAGER INTERFACE FOR INVIEW (ONE PER HOST)	\$350.00	\$304.50	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT48	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOW VOLUME 4" LABEL PRINTER	\$390.00	\$339.30	13%	\$234.00	\$187.20	20%	\$17.39	n/a	n/a	n/a	n/a
SP48	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOW VOLUME 4" LABEL PRINTER	\$390.00	\$339.30	13%	\$234.00	\$187.20	20%	\$17.39	n/a	n/a	n/a	n/a
SS1TV	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	105-46151 LOW VOLUME LABEL PRINTER	\$400.00	\$348.00	13%	\$234.00	\$187.20	20%	\$17.39	n/a	n/a	n/a	n/a
PT121SSCHR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT121 SINGLE SLOT CRADLE CHARGER	\$499.00	\$434.13	13%	\$75.00	\$60.00	20%	\$5.57	n/a	n/a	n/a	n/a
ERCL	SOFTWARE, LICENSE AND SUBSCRIPTION	E-RR REFERENCE NUMBER FEATURE ONLY	\$504.00	\$438.00	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT1TAP50TH	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT1 PRO SNAP-ON TRIGGER HANDLE	\$516.00	\$448.92	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TR00010	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	17A TRIGGER, REQUIRES BOOT	\$516.00	\$448.92	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYMOL3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ACTIVATION FOR DM30X-DM40X, SP, C SERIES	\$537.00	\$467.19	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MW90006	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	POWER STACKER PORTRAIT FLATS KIT	\$540.00	\$469.80	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVW6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CONSOLE EXTENSION NET	\$540.00	\$469.80	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS45	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SINGLE BAY CRADLE/BATTERY CHARGER FOR TRACKING ASSISTANT (1742/1745/1746)	\$545.00	\$474.15	13%/n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
IR76	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	GREEN J075 10LB TABLETOP SCALE FACTORY CERTIFIED	\$567.00	\$493.29	13%	\$248.00	\$198.40	20%	\$18.43	n/a	n/a	n/a	n/a
SPE-IR76	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	GREEN 100LB TABLETOP SCALE	\$567.00	\$493.29	13%	\$246.00	\$196.80	20%	\$18.28	n/a	n/a	n/a	n/a
PSP-77W6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TETHERED WEDGE SCANNER FOR SPE	\$572.00	\$497.64	13%	\$18.00	\$14.40	20%	\$1.34	n/a	n/a	n/a	n/a
PT1TWERSCN	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT11 TETHERED WEDGE SCANNER	\$572.00	\$497.64	13%	\$18.00	\$14.40	20%	\$1.34	n/a	n/a	n/a	n/a
SPE-77W6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TETHERED WEDGE SCANNER FOR SPE	\$572.00	\$497.64	13%	\$16.00	\$12.80	20%	\$1.23	n/a	n/a	n/a	n/a
77W6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TETHERED WEDGE SCANNER FOR SS10	\$572.00										

Software, License and Subscription (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offerors Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	Required
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
SL1	SOFTWARE, LICENSE AND SUBSCRIPTION	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (1)	\$687.00	\$570.21	17%	n/a	n/a	n/a	n/a	\$114.00	\$91.20	20%	\$8.47
SM1	SOFTWARE, LICENSE AND SUBSCRIPTION	PURULATOR (1)	\$687.00	\$570.21	17%	n/a	n/a	n/a	n/a	\$114.00	\$91.20	20%	\$8.47
T790032	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ETHERNET ADAPTER T764/S, T6M0/E	\$686.00	\$596.82	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT12AT74EA	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PTI PRO TRACKING ASSISTANT ETHERNET ADAPTER	\$686.00	\$596.82	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LX-AR101	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LUXUS ASSISTIVE CONTROLLER	\$589.00	\$509.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E51	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP100 WORKSTATION	\$704.00	\$612.45	13%	\$72.00	\$57.00	20%	\$5.35	n/a	n/a	n/a	n/a
H50E	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO DESKTOP SENDIT	\$734.00	\$638.58	13%	\$69.00	\$55.20	20%	\$5.13	n/a	n/a	n/a	n/a
LOCKER-SHADE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESSMANAGER KIOSK TABLET	\$739.29	\$651.87	12%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z69001	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ETHERNET 16 PORT HUB	\$782.00	\$680.34	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
JR64	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	GREEN 150 LB ROLLERTOP SCALE FACTORY CERTIFIED	\$796.00	\$692.52	13%	\$350.00	\$280.00	20%	\$26.01	n/a	n/a	n/a	n/a
SL2	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LASER PRINTER	\$796.00	\$692.52	13%	\$382.00	\$305.60	20%	\$13.53	n/a	n/a	n/a	n/a
T599	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LASER PRINTER	\$796.00	\$692.52	13%	\$382.00	\$305.60	20%	\$13.53	n/a	n/a	n/a	n/a
APK3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO P SERIES- W1110 PRINTER BUNDLE	\$800.00	\$696.00	13%	\$64.00	\$51.20	20%	\$4.76	\$0.00	\$0.00	0%	\$0.00
HVSP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SHIPPING BUNDLE	\$850.00	\$739.50	13%	\$41.00	\$33.80	20%	\$3.05	n/a	n/a	n/a	n/a
PSF-H01P	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PSF MAILCENTER BUNDLE	\$850.00	\$739.50	13%	\$41.00	\$33.80	20%	\$3.05	n/a	n/a	n/a	n/a
PT12AT74SCHR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PTI PRO SINGLE-SLOT CRADLE CHARGER	\$859.00	\$747.33	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T790031	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SINGLE BAY CRADLE FOR T764/S, T6M0/E	\$859.00	\$747.33	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T545	SOFTWARE, LICENSE AND SUBSCRIPTION	ADD 1 SITE W/ SINGLE WORKSTATION	\$911.00	\$776.13	17%	n/a	n/a	n/a	n/a	\$155.00	\$120.80	20%	\$11.22
T549	SOFTWARE, LICENSE AND SUBSCRIPTION	MAIL CENTER PRODUCTIVITY REPORTING	\$911.00	\$776.13	17%	n/a	n/a	n/a	n/a	\$155.00	\$120.80	20%	\$11.22
T55U	SOFTWARE, LICENSE AND SUBSCRIPTION	ADD 1 SINGLE USER	\$911.00	\$776.13	17%	n/a	n/a	n/a	n/a	\$155.00	\$120.80	20%	\$11.22
SSFE	SOFTWARE, LICENSE AND SUBSCRIPTION	REGIONAL CARRIER SET-UP FEE	\$886.00	\$770.82	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E53	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP100 NETWORK SENDIT	\$928.00	\$807.00	13%	\$88.00	\$70.40	20%	\$2.82	n/a	n/a	n/a	n/a
BMUR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESS MANAGER 6.0 UPGRADE FOR XP	\$940.00	\$817.80	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1E0T	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DM INFINITY BARCODE SCANNER	\$957.00	\$832.59	13%	\$219.00	\$175.20	20%	\$16.28	n/a	n/a	n/a	n/a
BMUR	SOFTWARE, LICENSE AND SUBSCRIPTION	BUSINESS MANAGER UPGRADE FOR WIN2000	\$957.00	\$832.59	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Z6C4	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESS MANAGER ADMIN/REPORTING/DATA COLLECTOR UPGRADE TO EXISTING SYSTEM	\$963.00	\$837.81	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PT12AT74SCHR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PTI PRO SINGLE-SLOT CRADLE CHARGER	\$974.00	\$847.38	13%	\$236.00	\$188.80	20%	\$17.54	n/a	n/a	n/a	n/a
1E60	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LASER REPORT PRINTER	\$974.00	\$847.38	13%	\$236.00	\$188.80	20%	\$17.54	n/a	n/a	n/a	n/a
IS6067	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FIVE BAY CRADLE FOR T764/S, T6M0/E	\$974.00	\$847.38	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SM81	SOFTWARE, LICENSE AND SUBSCRIPTION	BAK GLOBAL (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM82	SOFTWARE, LICENSE AND SUBSCRIPTION	EASTERN CONNECTION (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM83	SOFTWARE, LICENSE AND SUBSCRIPTION	GLOBALTRANS (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SMH1	SOFTWARE, LICENSE AND SUBSCRIPTION	LTL CARLIATE MATING/ BOLLS (PER CARRIER) (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM1	SOFTWARE, LICENSE AND SUBSCRIPTION	MISCELLANEOUS DOMESTIC CARRIERS (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM2	SOFTWARE, LICENSE AND SUBSCRIPTION	PURULATOR (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SMM1	SOFTWARE, LICENSE AND SUBSCRIPTION	MIDLAND COURIER (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SMR1	SOFTWARE, LICENSE AND SUBSCRIPTION	ONTAC (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM51	SOFTWARE, LICENSE AND SUBSCRIPTION	SPEE-DEE (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM11	SOFTWARE, LICENSE AND SUBSCRIPTION	DICOM (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SMV1	SOFTWARE, LICENSE AND SUBSCRIPTION	VELOCITY (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SMV1	SOFTWARE, LICENSE AND SUBSCRIPTION	ICS COURIER (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
SM21	SOFTWARE, LICENSE AND SUBSCRIPTION	CARDINAL COURIER (1)	\$1,031.00	\$855.73	17%	n/a	n/a	n/a	n/a	\$171.00	\$136.80	20%	\$12.71
CELLHW	SOFTWARE, LICENSE AND SUBSCRIPTION	CELLULAR DEVICE HARDWARE	\$998.00	\$868.26	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYTOL3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ACTIVATION FOR SP AUTO, SP P SERIES	\$1,013.00	\$881.31	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS4HP01	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PTINYSYM MID-VOL THERMAL LABEL PRINTER	\$1,055.00	\$917.85	13%	\$334.00	\$267.20	20%	\$17.39	n/a	n/a	n/a	n/a
PT12M10VLPNT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RECEIVING MID-VOL THERMAL LABEL PRINTER	\$1,055.00	\$917.85	13%	\$334.00	\$267.20	20%	\$17.39	n/a	n/a	n/a	n/a
RMV2	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RECEIVING MID-VOL THERMAL LABEL PRINTER	\$1,055.00	\$917.85	13%	\$334.00	\$267.20	20%	\$17.39	n/a	n/a	n/a	n/a
SP6001	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FEDRAMP MID-VOL THERMAL LABEL PRINTER	\$1,055.00	\$917.85	13%	\$334.00	\$267.20	20%	\$17.39	n/a	n/a	n/a	n/a
SP46	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE MID-VOLUME THERMAL LABEL PRINTER	\$1,055.00	\$917.85	13%	\$334.00	\$267.20	20%	\$17.39	n/a	n/a	n/a	n/a
BMV1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO S1 MID-VOLUME LABEL PRINTER	\$1,055.00	\$917.85	13%	\$334.00	\$267.20	20%	\$17.39	n/a	n/a	n/a	n/a
T536	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOW TO MID VOLUME 4IN. ADHESIVE LABEL PRINTER	\$1,055.00	\$918.00	13%	\$241.00	\$192.80	20%	\$17.91	n/a	n/a	n/a	n/a
T54M	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FOUR BAY CRADLE/BATTERY CHARGER FOR TRACKING ASSISTANT (T742/T745/T746)	\$1,055.00	\$918.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CS54	1/2 DAY RATE IMPLEMENTATION SERVICE	CCM IMPLEMENTATION 1/2 DAY RATE	\$1,150.00	\$920.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MS54	1/2 DAY RATE IMPLEMENTATION SERVICE	MAILING IMPLEMENTATION 1/2 DAY RATE	\$1,150.00	\$920.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SS54	1/2 DAY RATE IMPLEMENTATION SERVICE	SOLUTIONS IMPLEMENTATION 1/2 DAY RATE	\$1,150.00	\$920.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CC54	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CCM CONSULTING SERVICES UP TO HALF DAY	\$1,150.00	\$920.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MF54	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	MAILING CONSULTING SERVICES UP TO HALF DAY	\$1,150.00	\$920.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SC54	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SHIPPING CONSULTING SERVICES UP TO HALF DAY	\$1,150.00	\$920.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CRMB	SOFTWARE, LICENSE AND SUBSCRIPTION	CONNECTBRIGHT MAILER BASIC ELECTRONICALLY DELIVERED STAND-ALONE SOFTWARE	\$1,117.00	\$927.11	17%	n/a	n/a	n/a	n/a	\$650.00	\$520.00	20%	\$48.31
SSCA	SOFTWARE, LICENSE AND SUBSCRIPTION	ADDITIONAL CARRIER ACCOUNT ACTIVATION	\$1,145.00	\$950.35	17%	n/a	n/a	n/a	n/a	\$190.00	\$152.00	20%	\$14.12
APC2	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CONNECT / SENDPRO P SERIES DUAL RATING ACCOUNTING	\$1,100.00	\$957.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
AM-CUSTOM	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOCKER CUSTOM COLOR	\$1,103.00	\$960.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKERBEAR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BEAR ACCOUNT	\$1,103.00	\$960.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DL-CPNL-FEE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DL CONNECT - PCL INPUT - RE-ENTRY FEE	\$1,138.00	\$990.06	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS4P	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SCALE 40LB TABLETOP SCALE	\$1,140.00	\$991.80	13%	\$368.00	\$294.40	20%	\$19.92	n/a	n/a	n/a	n/a
SL30	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	100 LB TABLETOP SCALE	\$1,140.00	\$991.80	13%	\$248.00	\$198.40	20%	\$18.43	n/a	n/a	n/a	n/a
SP630	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	100 LB TABLETOP SCALE	\$1,140.00	\$991.80	13%	\$248.00	\$198.40	20%	\$18.43	n/a	n/a	n/a	n/a
T5MP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOW TO MID VOLUME 4 IN. LABEL PRINTER	\$1,140.00	\$991.80	13%	\$241.00	\$192.80	20%	\$17.91	n/a	n/a	n/a	n/a
1E7T	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DM INFINITY INTERFACE - LAN	\$1,174.00	\$1,021.38	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BMZC	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO / SENDPRO C AUTO BUSINESS MANAGER INTERFACE	\$1,174.00	\$1,021.38	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BM41	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	RECEIPT PRINTER	\$1,237.00	\$1,076.19	13%	\$241.00	\$192.80	20%	\$17.91	n/a	n/a	n/a	n/a
LX-CUSTOM	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CUSTOM COLOR (REQUIRES MANUAL CONFIGURATION)	\$1,325.00	\$1,153.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T5FF	SOFTWARE, LICENSE AND SUBSCRIPTION	ARRIVAL IMAGING	\$1,431.00	\$1,237.73	17%	n/a	n/a	n/a	n/a	\$238.00	\$190.40	20%	\$17.69
T5FG	SOFTWARE, LICENSE AND SUBSCRIPTION	ROUTE ACTIVITY LOGGING FEATURE	\$1,431.00	\$1,237.73	17%	n/a	n/a	n/a	n/a	\$238.00	\$190.40	20%	\$17.69
LX-LL1002	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EXTRA TOUCHSCREEN-HANDHELD IPAD MINI WITH A HANDHELD CASE	\$1,378.00	\$1,199.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SLM2	SOFTWARE, LICENSE AND SUBSCRIPTION	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (2)	\$1,466.00	\$1,276.78	17%	n/a	n/a	n/a	n/a	\$243.00	\$194.40	20%	\$18.06
PT12ANWR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INBOUND TRACKING ASSISTANT WEB	\$1,471.13	\$1,271.13	13%	\$344.00	\$275.20	20%	\$18.13	n/a	n/a	n/a	n/a
CR14	SOFTWARE, LICENSE AND SUBSCRIPTION	CONNECTBRIGHT MAILER BUSINESS SERVICES SUITE (BSS)	\$1,485.00	\$1,292.55	13%	n/a	n/a	n/a	n/a	\$400.00	\$320.00	20%	\$29.73
NV10	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INVIEW TMR WEB ACCT BUNDLE - SINGLE UNIT ONLY	\$1,444.00	\$1,256.28	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SL32	SOFTWARE, LICENSE AND SUBSCRIPTION	200 LB. ROLLERTOP SCALE	\$1,488.00	\$1,290.21	13%	\$350.00	\$280.00	20%	\$26.01	n/a	n/a	n/a	n/a
SP632	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	100 LB. ROLLERTOP SCALE	\$1,488.00	\$1,290.21	13%	\$247.00	\$197.60	20%	\$25.79	n/a	n/a	n/a	n/a
SLTV	SOFTWARE, LICENSE AND SUBSCRIPTION	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (5)	\$1,650.00	\$1,369.50	17%	n/a	n/a	n/a	n/a	\$274.00	\$219.20	20%	\$20.36
PT12M1PNT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ZEBRA QM2 BELT PRINTER	\$1,587.00	\$1,380.69	13%	\$207.00	\$165.60	20%	\$15.38	n/a	n/a	n/a	n/a
T578	SOFTWARE, LICENSE AND												

Software, License and Subscription (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offers/Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	Required
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
SMY2	SOFTWARE, LICENSE AND SUBSCRIPTION	ICS COURIER (2)	\$1,718.00	\$1,425.94	17%	n/a	n/a	n/a	n/a	\$285.00	\$228.00	20%	\$21.18
SMZ2	SOFTWARE, LICENSE AND SUBSCRIPTION	CARDINAL COURIER (2)	\$1,718.00	\$1,425.94	17%	n/a	n/a	n/a	n/a	\$285.00	\$228.00	20%	\$21.18
SMHC	SOFTWARE, LICENSE AND SUBSCRIPTION	ADDITIONAL LOCATIONS (100) PRICE PER LOCATION	\$1,718.00	\$1,425.94	17%	n/a	n/a	n/a	n/a	\$285.00	\$228.00	20%	\$21.18
WV21	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INWIRE DASHBOARD TWO OR MORE SITES	\$1,688.00	\$1,461.16	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTTAPF5CA	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT1 PRO FIVE SLOT ETHERNET CHARGER	\$1,718.00	\$1,494.66	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
T790041	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FIVE N/A ETHERNET CRADLE-TR6A/5,76A/D/E	\$1,718.00	\$1,494.66	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CT100	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BLUETOOTH DIMENSIONER UNIT W/B/C SCANNER	\$1,725.00	\$1,500.75	13%	\$156.00	\$124.80	20%	\$11.59	n/a	n/a	n/a	n/a
SP4700	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BLUETOOTH DIMENSIONER W/B/C SCANNER PSP	\$1,725.00	\$1,500.75	13%	\$156.00	\$124.80	20%	\$11.59	n/a	n/a	n/a	n/a
SPE-CT100	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BLUETOOTH DIMENSIONER W/B/C SCANNER SPE	\$1,725.00	\$1,500.75	13%	\$156.00	\$124.80	20%	\$11.59	n/a	n/a	n/a	n/a
ERPP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	E-CERTIFIED/ERR PRODUCTIVITY PACK	\$1,734.00	\$1,509.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CT30	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BLUETOOTH DIMENSIONER UNIT W/B/C SCANNER	\$1,734.00	\$1,510.32	13%	\$137.00	\$99.80	20%	\$8.70	n/a	n/a	n/a	n/a
BM42	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BARCODE SCANNER FOR DATA COLLECTOR	\$1,752.00	\$1,524.24	13%	\$221.00	\$176.80	20%	\$16.42	n/a	n/a	n/a	n/a
BM44	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BARCODE SCANNER FOR DM SERVICES/BUDGET MANAGER	\$1,752.00	\$1,524.24	13%	\$221.00	\$176.80	20%	\$16.42	n/a	n/a	n/a	n/a
LX-LL101	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EXTRA IPAD & WALL MOUNTING BRACKET	\$1,878.00	\$1,634.00	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP49	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDLESS WEDGE SCANNER	\$1,895.00	\$1,669.00	13%	\$450.00	\$360.00	20%	\$33.44	n/a	n/a	n/a	n/a
SVACC73	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ADVANCED ACCOUNTING	\$1,989.00	\$1,733.91	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TS39	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDLESS SCANNER	\$2,009.00	\$1,748.00	13%	\$450.00	\$360.00	20%	\$33.44	n/a	n/a	n/a	n/a
PSF40	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HIGH VOLUME 4" LABEL PRINTER	\$2,100.00	\$1,827.00	13%	\$525.00	\$420.00	20%	\$39.02	n/a	n/a	n/a	n/a
PI40	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HIGH VOLUME 4" LABEL PRINTER	\$2,100.00	\$1,827.00	13%	\$525.00	\$420.00	20%	\$39.02	n/a	n/a	n/a	n/a
SP40	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HIGH VOLUME 4" LABEL PRINTER	\$2,100.00	\$1,827.00	13%	\$525.00	\$420.00	20%	\$39.02	n/a	n/a	n/a	n/a
SP140	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HIGH VOLUME 4" LABEL PRINTER	\$2,100.00	\$1,827.00	13%	\$525.00	\$420.00	20%	\$39.02	n/a	n/a	n/a	n/a
SP140	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HIGH VOLUME 4" LABEL PRINTER	\$2,100.00	\$1,827.00	13%	\$525.00	\$420.00	20%	\$39.02	n/a	n/a	n/a	n/a
SP140	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HIGH VOLUME 4" LABEL PRINTER	\$2,100.00	\$1,827.00	13%	\$525.00	\$420.00	20%	\$39.02	n/a	n/a	n/a	n/a
TAC320WIFI	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT 360 C WIFI ONLY	\$2,112.00	\$1,837.44	13%	\$244.00	\$195.20	20%	\$18.13	n/a	n/a	n/a	n/a
TS30	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	\$2,115.00	\$1,840.00	13%	\$337.00	\$269.60	20%	\$25.05	n/a	n/a	n/a	n/a
CSD	DAY RATE IMPLEMENTATION SERVICE	CCM IMPLEMENTATION DAY RATE	\$2,300.00	\$1,840.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MSSD	DAY RATE IMPLEMENTATION SERVICE	MAILING IMPLEMENTATION DAY RATE	\$2,300.00	\$1,840.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SSSD	DAY RATE IMPLEMENTATION SERVICE	SOLUTIONS IMPLEMENTATION DAY RATE	\$2,300.00	\$1,840.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CCSD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SCM CONSULTING SERVICES UP TO FULL DAY	\$2,300.00	\$1,840.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MFSD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	MAILING CONSULTING SERVICES UP TO FULL DAY	\$2,300.00	\$1,840.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SCSD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SHIPPING CONSULTING SERVICES UP TO FULL DAY	\$2,300.00	\$1,840.00	20%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-IL	SOFTWARE, LICENSE AND SUBSCRIPTION	ADDITIONAL LOCATIONS (50) PRICE PER LOC.	\$2,120.00	\$1,844.00	13%	n/a	n/a	n/a	n/a	\$380.00	\$304.00	20%	\$28.24
SP-TS39	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDLESS SCANNER	\$2,170.00	\$1,887.90	13%	\$486.00	\$388.80	20%	\$36.12	n/a	n/a	n/a	n/a
PTIWIWEDSON	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT1 WIRELESS WEDGE SCANNER	\$2,170.00	\$1,887.90	13%	\$486.00	\$388.80	20%	\$36.12	n/a	n/a	n/a	n/a
SL39	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDLESS WEDGE SCANNER	\$2,170.00	\$1,887.90	13%	\$486.00	\$388.80	20%	\$36.12	n/a	n/a	n/a	n/a
SP-TS39	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDLESS SCANNER	\$2,170.00	\$1,887.90	13%	\$486.00	\$388.80	20%	\$36.12	n/a	n/a	n/a	n/a
TS19	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CORDLESS SCANNER	\$2,170.00	\$1,887.90	13%	\$486.00	\$388.80	20%	\$36.12	n/a	n/a	n/a	n/a
SLTX	SOFTWARE, LICENSE AND SUBSCRIPTION	ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (10)	\$2,290.00	\$1,900.70	17%	n/a	n/a	n/a	n/a	\$380.00	\$304.00	20%	\$28.24
SMXL	SOFTWARE, LICENSE AND SUBSCRIPTION	PURGLATOR (10)	\$2,290.00	\$1,900.70	17%	n/a	n/a	n/a	n/a	\$380.00	\$304.00	20%	\$28.24
TAC320CELL	SOFTWARE, LICENSE AND SUBSCRIPTION	ADDITIONAL LOCATIONS (50) PRICE PER LOCATION	\$2,290.00	\$1,900.70	17%	n/a	n/a	n/a	n/a	\$380.00	\$304.00	20%	\$28.24
PTTAROPROF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT 360 CELLULAR	\$2,290.00	\$1,900.70	17%	n/a	n/a	n/a	n/a	\$380.00	\$304.00	20%	\$28.24
PTTAROPROF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	IMBOUND TRACKING ASSIST PRO FED WIFI	\$2,281.00	\$1,984.47	13%	\$244.00	\$195.20	20%	\$18.13	n/a	n/a	n/a	n/a
PTTAROPROF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	IMBOUND TRACKING ASSIST PRO WIFI	\$2,281.00	\$1,984.47	13%	\$244.00	\$195.20	20%	\$18.13	n/a	n/a	n/a	n/a
TAC320WIFI	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT 360 C WIFI ONLY	\$2,281.00	\$1,984.47	13%	\$244.00	\$195.20	20%	\$18.13	n/a	n/a	n/a	n/a
TAC320WIFI	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT 360 C WIFI ONLY	\$2,281.00	\$1,984.47	13%	\$244.00	\$195.20	20%	\$18.13	n/a	n/a	n/a	n/a
SP20	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	\$2,285.00	\$1,987.95	13%	\$337.00	\$269.60	20%	\$25.05	n/a	n/a	n/a	n/a
PTISIGPL5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	COUNTER SIGNATURE PAD PLUS	\$2,285.00	\$1,987.95	13%	\$337.00	\$269.60	20%	\$25.05	n/a	n/a	n/a	n/a
IS40	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	COUNTER SIGNATURE PAD	\$2,285.00	\$1,987.95	13%	\$337.00	\$269.60	20%	\$25.05	n/a	n/a	n/a	n/a
IS40	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	COUNTER SIGNATURE PAD PLUS	\$2,285.00	\$1,987.95	13%	\$337.00	\$269.60	20%	\$25.05	n/a	n/a	n/a	n/a
IS20	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NON-CONTACT PROGRAMMABLE WEDGE SCANNER	\$2,285.00	\$1,987.95	13%	\$337.00	\$269.60	20%	\$25.05	n/a	n/a	n/a	n/a
BM35	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CLIENT HOST SOFTWARE ONLY	\$2,399.00	\$1,991.17	17%	\$134.00	\$107.20	20%	\$9.96	\$634.00	\$499.20	20%	\$46.38
PTTAROPROFCELL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	IMBOUND TRACKING ASSIST PRO ADD CELL	\$2,415.00	\$2,101.92	13%	\$634.00	\$507.20	20%	\$47.12	n/a	n/a	n/a	n/a
PTTAROPROFCELL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	IMBOUND TRACKING ASSIST PRO ADD CELL	\$2,415.00	\$2,101.92	13%	\$634.00	\$507.20	20%	\$47.12	n/a	n/a	n/a	n/a
TAC320CELL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT 360 C CELLULAR	\$2,415.00	\$2,101.92	13%	\$634.00	\$507.20	20%	\$47.12	n/a	n/a	n/a	n/a
TAC320CELL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	TRACKING ASSISTANT 360 C CELLULAR	\$2,415.00	\$2,101.92	13%	\$634.00	\$507.20	20%	\$47.12	n/a	n/a	n/a	n/a
TS19T	SOFTWARE, LICENSE AND SUBSCRIPTION	CONNECTRIGHT MAILER ELECTRONICALLY DELIVERED STAND-ALONE SOFTWARE	\$2,785.00	\$2,317.75	17%	n/a	n/a	n/a	n/a	\$1,200.00	\$960.00	20%	\$89.18
CRMB	SOFTWARE, LICENSE AND SUBSCRIPTION	CONNECTRIGHT MAILER ELECTRONICALLY DELIVERED INTEGRATED SOFTWARE	\$2,784.00	\$2,310.72	17%	n/a	n/a	n/a	n/a	\$1,200.00	\$960.00	20%	\$89.18
WS92	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	WINDOWS 10 PC	\$2,966.00	\$2,580.42	13%	\$129.00	\$103.20	20%	\$9.59	n/a	n/a	n/a	n/a
LOCKERW	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER W	\$4,138.00	\$2,702.70	35%	\$17.00	\$13.60	n/a	\$1.26	n/a	n/a	n/a	n/a
SPE-INT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ADDITIONAL LOCATIONS (25) PRICE PER LOC.	\$2,188.00	\$1,929.20	12%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SL91	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PC W/ FLAT PANEL MONITOR	\$3,201.00	\$2,784.87	13%	\$480.00	\$384.00	20%	\$35.67	n/a	n/a	n/a	n/a
TS94	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PC W/ FLAT PANEL MONITOR	\$3,201.00	\$2,784.87	13%	\$480.00	\$384.00	20%	\$35.67	n/a	n/a	n/a	n/a
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	BAR GLOBAL (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	EASTERN CONNECTION (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	GLOBALTRANS (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMHV	SOFTWARE, LICENSE AND SUBSCRIPTION	LTL CEARLITE RATING / BOLTS (PER CARRIER) (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	MISCELLANEOUS DOMESTIC CARRIERS (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	MIDLAND COURIER (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMRV	SOFTWARE, LICENSE AND SUBSCRIPTION	ONTRAC (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	SPEE-DEE (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	UDC/M (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	VELOCITY (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	ICS COURIER (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	CARDINAL COURIER (5)	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
SMV	SOFTWARE, LICENSE AND SUBSCRIPTION	ADDITIONAL LOCATIONS (25) PRICE PER LOCATION	\$3,435.00	\$2,851.05	17%	n/a	n/a	n/a	n/a	\$570.00	\$456.00	20%	\$42.36
BMPC	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESS MANAGER HOST WORKSTATION PC	\$3,298.00	\$2,809.26	13%	\$463.00	\$370.40	20%	\$34.41	n/a	n/a	n/a	n/a
SPESSVG	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE BATCH PROCESSING TOOL	\$3,435.00	\$2,988.45	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKER	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER V	\$4,557.00	\$3,070.62	34%	\$48.00	\$38.40	n/a	\$3.57	n/a	n/a	n/a	n/a
LOCKER	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER V	\$4,557.00	\$3,070.62	34%	\$48.00	\$38.40	n/a	\$3.57	n/a	n/a	n/a	n/a
LOCKERU	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER U	\$4,956.00	\$3,042.03	39%	\$66.00	\$52.80	n/a	\$4.91	n/a	n/a	n/a	n/a
BM52	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BUSINESS MANAGER WORKSTATION - SOFTWARE ONLY	\$3,836.00	\$3,183.88	17%	\$134.00	\$107.20	20%	\$9.96	\$680.00	\$544.00	20%	\$50.54
OL-CND-1X-FEE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OL CONNECT - SEND 1000 USERS - RE-ENTRY FEE	\$3,671.00	\$3,193.77	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
OL-CND-REV	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OL CONNECT - SEND 1000 USERS - RE-ENTRY FEE	\$3,671.00	\$3,193.77	13%	n/a	n/a	n/a	n/a	\$750.00	\$600.00	20%	\$55.74
SLEP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	E-CERTIFIED/ERR PRODUCTIVITY PACK	\$3,750.00	\$3,262.50	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SLEPSE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE USPS BFOU SPLITTER TOOL	\$3,750.00	\$3,262.50	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
VPEC	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ECONOMICE INFERENCE	\$3,750.00	\$3,262.50	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PIB-OL-CPOL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OL CONNECT - PC IN/OUT	\$3,750.00	\$3,262.50	13%	n/a	n/a	n/a	n/a	\$767.00	\$613.60	20%	\$57.00
TSUC	SOFTWARE, LICENSE AND SUBSCRIPTION	ADD 1 SITE W/ MULTIPLE WORKSTATIONS	\$4,002.00	\$3,321.66	17%	n/a	n/a	n/a	n/a	\$664.00	\$531.20	20%	\$49.35
LOCKERO	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER O	\$5,354.00	\$3,325.76	38%	\$83.00	\$66.40	20%	\$6.17	n/a	n/a	n/a	n/a
LOCKERAI	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	KIOSK COLUMN AT CASH BARC. UPS, HUB	\$4,713.00	\$3,353.38	29%	\$57.00	\$45.60	20%	\$4.24	n/a	n/a	n/a	n/a
LOCKERII	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	10" PANEL WITH BARCODE SCANNER DOOR	\$5,292.										

Software, License and Subscription (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Offenders Response
NO VOLUME OR TERM DISCOUNTS INCLUDED	Required
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
LDXB	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OUTDOOR FRONT LOAD MAIN	\$12,118.00	\$10,543.00	13%	\$1,286.00	\$1,028.80	20%	\$95.58	n/a	n/a	n/a	n/a
PE-OL-CNSD-1K	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OL CONNECT - SEND 1000 USERS - LICENSE	\$12,235.00	\$10,644.45	13%	n/a	n/a	n/a	n/a	\$2,448.00	\$1,958.40	20%	\$163.20
PE-OL-CPRD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OL CONNECT - PROFESSIONAL LICENSE	\$15,000.00	\$13,050.00	13%	n/a	n/a	n/a	n/a	\$3,000.00	\$2,400.00	20%	\$200.00
LOCKCWX5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INDOOR PARCELPPOINT DUAL ADD ON X5	\$16,037.00	\$13,952.13	13%	\$572.00	\$457.60	20%	\$42.51	n/a	n/a	n/a	n/a
LOCKCUTX5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OUTDOOR PARCELPPOINT DUAL ADD ON X5	\$16,037.00	\$13,952.13	13%	\$572.00	\$457.60	20%	\$42.51	n/a	n/a	n/a	n/a
LOCKEXK4	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EXPRESS LOCKER 4	\$18,675.00	\$14,059.63	25%	\$331.00	\$264.80	20%	\$24.60	n/a	n/a	n/a	n/a
SD2X	SOFTWARE, LICENSE AND SUBSCRIPTION	SENSUSITE LIVE PLANE/TPRESS INTERFACE (100)	\$16,200.00	\$14,094.00	13%	n/a	n/a	n/a	n/a	\$2,850.00	\$2,280.00	20%	\$211.81
SLDZ	SOFTWARE, LICENSE AND SUBSCRIPTION	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (2)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SLHX	SOFTWARE, LICENSE AND SUBSCRIPTION	HAZARDOUS MATERIALS (10)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SLI2	SOFTWARE, LICENSE AND SUBSCRIPTION	SHIP TO HOLD (2)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$3,240.00	\$2,592.00	20%	\$240.80
SLV2	SOFTWARE, LICENSE AND SUBSCRIPTION	BLACK BOX SDX (2)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNBL	SOFTWARE, LICENSE AND SUBSCRIPTION	BAK GLOBAL (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNEL	SOFTWARE, LICENSE AND SUBSCRIPTION	EASTERN CONNECTION (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNGL	SOFTWARE, LICENSE AND SUBSCRIPTION	GLOBALTRANS (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNHL	SOFTWARE, LICENSE AND SUBSCRIPTION	LTL CHARLITE RATING / BOLS (PER CARRIER) (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNML	SOFTWARE, LICENSE AND SUBSCRIPTION	MISCELLANEOUS DOMESTIC CARRIERS (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNML	SOFTWARE, LICENSE AND SUBSCRIPTION	MIDLAND COURIER (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNRL	SOFTWARE, LICENSE AND SUBSCRIPTION	ONTAC (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNEL	SOFTWARE, LICENSE AND SUBSCRIPTION	SPEE-DEE (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNUL	SOFTWARE, LICENSE AND SUBSCRIPTION	DICOM (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNVL	SOFTWARE, LICENSE AND SUBSCRIPTION	VELOCITY (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNVL	SOFTWARE, LICENSE AND SUBSCRIPTION	ICS COURIER (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
SNEL	SOFTWARE, LICENSE AND SUBSCRIPTION	CARDINAL COURIER (50)	\$17,172.00	\$14,252.76	17%	n/a	n/a	n/a	n/a	\$2,950.00	\$2,360.00	20%	\$211.81
TRMAM	SOFTWARE, LICENSE AND SUBSCRIPTION	MULTIPLE SITE UNLIMITED WORKSTATION	\$20,865.00	\$17,317.95	17%	n/a	n/a	n/a	n/a	\$3,273.00	\$2,618.40	20%	\$243.25
PE-OL-CENT-UPG	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	UPGRADE TO OL CONNECT ENTERPRISE	\$20,075.00	\$17,465.25	13%	n/a	n/a	n/a	n/a	\$6,466.40	\$5,169.60	20%	\$600.73
LOCKEXPS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EXPRESS LOCKER 5	\$23,258.00	\$17,508.73	25%	\$423.00	\$338.40	20%	\$31.44	n/a	n/a	n/a	n/a
SLCT	SOFTWARE, LICENSE AND SUBSCRIPTION	SENSUSITE LIVE PLANE/TPRESS INTERFACE (25)	\$12,600.00	\$10,770.00	15%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SLHT	SOFTWARE, LICENSE AND SUBSCRIPTION	HAZARDOUS MATERIALS (25)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SLTE	SOFTWARE, LICENSE AND SUBSCRIPTION	(ERR, CERTIFIED MAIL, AND PROOF OF DELIVERY (ENTERPRISE))	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNBC	SOFTWARE, LICENSE AND SUBSCRIPTION	BAK GLOBAL (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNBC	SOFTWARE, LICENSE AND SUBSCRIPTION	EASTERN CONNECTION (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNCG	SOFTWARE, LICENSE AND SUBSCRIPTION	GLOBALTRANS (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNHC	SOFTWARE, LICENSE AND SUBSCRIPTION	LTL CHARLITE RATING / BOLS (PER CARRIER) (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNHC	SOFTWARE, LICENSE AND SUBSCRIPTION	MISCELLANEOUS DOMESTIC CARRIERS (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNLE	SOFTWARE, LICENSE AND SUBSCRIPTION	PURULATOR (ENTERPRISE)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNMC	SOFTWARE, LICENSE AND SUBSCRIPTION	MIDLAND COURIER (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNRC	SOFTWARE, LICENSE AND SUBSCRIPTION	ONTAC (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNRC	SOFTWARE, LICENSE AND SUBSCRIPTION	SPEE-DEE (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNRC	SOFTWARE, LICENSE AND SUBSCRIPTION	DICOM (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNVC	SOFTWARE, LICENSE AND SUBSCRIPTION	VELOCITY (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNVC	SOFTWARE, LICENSE AND SUBSCRIPTION	ICS COURIER (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
SNVC	SOFTWARE, LICENSE AND SUBSCRIPTION	CARDINAL COURIER (100)	\$22,896.00	\$19,003.68	17%	n/a	n/a	n/a	n/a	\$3,800.00	\$3,040.00	20%	\$282.42
LOCKYSS5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER SYSS	\$20,325.00	\$20,325.00	13%	\$1,730.00	\$1,384.00	20%	\$128.57	n/a	n/a	n/a	n/a
LOCKK56	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER SYSE	\$23,524.00	\$20,466.00	13%	\$1,746.00	\$1,396.80	20%	\$129.76	n/a	n/a	n/a	n/a
LOCKEXR6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EXPRESS LOCKER 6	\$27,940.00	\$21,033.18	25%	\$514.00	\$411.20	20%	\$38.20	n/a	n/a	n/a	n/a
LOCKK54	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER SYSA	\$24,720.00	\$21,586.00	13%	\$1,842.00	\$1,473.60	20%	\$136.90	n/a	n/a	n/a	n/a
LOCKK55	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER SYSB	\$25,116.00	\$21,943.00	13%	\$1,875.00	\$1,500.00	20%	\$139.35	n/a	n/a	n/a	n/a
LOCKY52	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER SYSC	\$25,317.00	\$22,026.00	13%	\$1,891.00	\$1,512.80	20%	\$140.54	n/a	n/a	n/a	n/a
SD2C	SOFTWARE, LICENSE AND SUBSCRIPTION	SENSUSITE LIVE PLANE/TPRESS INTERFACE (100)	\$27,000.00	\$23,490.00	13%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SD2E	SOFTWARE, LICENSE AND SUBSCRIPTION	SENSUSITE LIVE PLANE/TPRESS INTERFACE (ENTERPRISE)	\$27,000.00	\$23,490.00	13%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SD2L	SOFTWARE, LICENSE AND SUBSCRIPTION	SENSUSITE LIVE PLANE/TPRESS INTERFACE (50)	\$27,000.00	\$23,490.00	13%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SLHX	SOFTWARE, LICENSE AND SUBSCRIPTION	HAZARDOUS MATERIALS (100)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SLHE	SOFTWARE, LICENSE AND SUBSCRIPTION	HAZARDOUS MATERIALS (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SLHL	SOFTWARE, LICENSE AND SUBSCRIPTION	HAZARDOUS MATERIALS (50)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNBE	SOFTWARE, LICENSE AND SUBSCRIPTION	BAK GLOBAL (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNBE	SOFTWARE, LICENSE AND SUBSCRIPTION	EASTERN CONNECTION (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNGE	SOFTWARE, LICENSE AND SUBSCRIPTION	GLOBALTRANS (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNHE	SOFTWARE, LICENSE AND SUBSCRIPTION	LTL CHARLITE RATING / BOLS (PER CARRIER) (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNHE	SOFTWARE, LICENSE AND SUBSCRIPTION	MISCELLANEOUS DOMESTIC CARRIERS (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNME	SOFTWARE, LICENSE AND SUBSCRIPTION	MIDLAND COURIER (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNME	SOFTWARE, LICENSE AND SUBSCRIPTION	ONTAC (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNSE	SOFTWARE, LICENSE AND SUBSCRIPTION	SPEE-DEE (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNUE	SOFTWARE, LICENSE AND SUBSCRIPTION	DICOM (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNVE	SOFTWARE, LICENSE AND SUBSCRIPTION	VELOCITY (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNVE	SOFTWARE, LICENSE AND SUBSCRIPTION	ICS COURIER (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SNZE	SOFTWARE, LICENSE AND SUBSCRIPTION	CARDINAL COURIER (ENTERPRISE)	\$28,620.00	\$23,754.60	17%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
LOCKY51	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INTELLIGENT LOCKER SYSL	\$27,310.00	\$23,760.00	13%	\$2,052.00	\$1,641.60	20%	\$152.51	n/a	n/a	n/a	n/a
LOCKEX7	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EXPRESS LOCKER 7	\$32,523.00	\$24,482.30	25%	\$606.00	\$484.80	20%	\$45.04	n/a	n/a	n/a	n/a
SPS-HS	SOFTWARE, LICENSE AND SUBSCRIPTION	HOSTING SERVICES	\$11,800.00	\$10,266.00	13%	n/a	n/a	n/a	n/a	\$4,750.00	\$3,800.00	20%	\$353.02
SLDV	SOFTWARE, LICENSE AND SUBSCRIPTION	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (5)	\$14,844.00	\$12,805.52	13%	n/a	n/a	n/a	n/a	\$5,700.00	\$4,560.00	20%	\$423.63
SLV4	SOFTWARE, LICENSE AND SUBSCRIPTION	SHIP TO HOLD (5)	\$14,344.00	\$12,585.52	13%	n/a	n/a	n/a	n/a	\$5,700.00	\$4,560.00	20%	\$423.63
SLVV	SOFTWARE, LICENSE AND SUBSCRIPTION	BLACK BOX SDX (5)	\$14,344.00	\$12,585.52	13%	n/a	n/a	n/a	n/a	\$5,700.00	\$4,560.00	20%	\$423.63
TRMAM	SOFTWARE, LICENSE AND SUBSCRIPTION	ADD 10 SITES W/ MULTIPLE WORKSTATIONS	\$15,203.00	\$13,218.49	13%	n/a	n/a	n/a	n/a	\$5,841.00	\$4,674.40	20%	\$434.25
PE-OL-CENT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	OL CONNECT - ENTERPRISE LICENSE	\$40,145.00	\$34,326.15	13%	n/a	n/a	n/a	n/a	\$8,083.00	\$6,466.40	20%	\$600.73
SLDX	SOFTWARE, LICENSE AND SUBSCRIPTION	UPS TRADE DIRECT AND CROSS BORDER CONSOLIDATION (10)	\$57,240.00	\$47,509.20	17%	n/a	n/a	n/a	n/a	\$9,500.00	\$7,600.00	20%	\$706.04
SLX4	SOFTWARE, LICENSE AND SUBSCRIPTION	SHIP TO HOLD (10)	\$57,240.00	\$47,509.20	17%	n/a	n/a	n/a	n/a	\$9,500.00	\$7,600.00	20%	\$706.04
SLXK	SOFTWARE, LICENSE AND SUBSCRIPTION	BLACK BOX SDX (10)	\$57,240.00	\$47,509.20	17%	n/a	n/a	n/a	n/a	\$			

Software, License and Subscription (Reference Part 3.19)

All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.
NO VOLUME OR TERM DISCOUNTS INCLUDED
Required
 Percent (%) Discount from MSRP off Base Category Equipment

Officers Response

13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
PTIN	SOFTWARE, LICENSE AND SUBSCRIPTION	SINGLE USER	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	\$0.00	\$0.00	0%	\$0.00
PTK1	SOFTWARE, LICENSE AND SUBSCRIPTION	WEB BROWSER INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	\$0.00	\$0.00	0%	\$0.00
PTK3	SOFTWARE, LICENSE AND SUBSCRIPTION	CONNECT+ METER INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	0%	n/a
PTKA	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	US MARKET	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	\$0.00	\$0.00	n/a	\$0.00
SPEPP000	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE PURCHASE POWER BUNDLE - CLEANUP	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-USPAP1	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS SHIPPING API	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SSLSHAPI	SOFTWARE, LICENSE AND SUBSCRIPTION	SSL SHIPPING API	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTNY-ANALYTICS	SOFTWARE, LICENSE AND SUBSCRIPTION	PTNYANALYTICS	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTNY-TRACK	SOFTWARE, LICENSE AND SUBSCRIPTION	PTNYTRACK	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BROWSE COST ACCTG FOR SP MAIL CENTER	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
EBRINC	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	INCLUDES USPS EIR	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
EBVOL1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LABEL VOLUME BAND	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NUMCAR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NUMBER OF CARRIERS	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NUMDEVICE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NUMBER OF DEVICES	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NUMLOCATIONS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NUMBER OF LOCATIONS	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NUMUSERS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NUMBER OF USERS	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTXK	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PTNYTRACK NBOUND	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-REGIONAL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE REGIONAL CARRIER SUBSCRIPTION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	\$2,940.00	\$2,352.00	20%	\$218.50
SPEP3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS ACTIVATION FOR LOCKERS	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYMAL03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS ACTIVATION FOR MAILING	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYVSP3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS ACTIVATION FOR PITNEYSHIP PRO	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYVSP2	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS ACTIVATION FOR SPE_PITNEYSHIP ENTERPRISE	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYVSP3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS ACTIVATION FOR SENDPRO ONLINE, PITNEYSHIP	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYVST03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS ACTIVATION FOR RECEIVING	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ILPFRACK	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PARCELPOINT INTEGRATION TO PITNEYSHIP	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTNY-SHIP-PRO	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PITNEYSHIPPRO	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SE0-SEND-APP-BASIC	SOFTWARE, LICENSE AND SUBSCRIPTION	360 APP BROWSE	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-SND0	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 0	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NUMDATAMTHS-SMD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	NUMBER OF MONTHS RETAIN	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTRW	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PITNEYSHIP MAILCENTER INTEGRATION	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-PT10	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING PT10	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NUMDATAMTHS-RCV	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETENTION MONTHS - RECEIVING	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTENTERPRISE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PT ENTERPRISE BASIC UNIFIED VIEW	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPUSPSTW	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP30 USPS TRUST	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-SND1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 1	\$0.00/MONTH	\$0.00/MONTH	0%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-SND2	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 2	\$1.00/MONTH	\$0.87/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-5000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDPRO ENTERPRISE TIER 2 SUB 5000	\$1,325.00/MONTH	\$1,033.50/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-SND	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING	\$1,392.00/MONTH	\$1,211.04/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-5000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDPRO ENTERPRISE TIER 3 SUB 5000	\$1,350.00/MONTH	\$1,020.00/MONTH	25%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-5000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-5000 TRANSACTIONS MONTH	\$1,530.00/MONTH	\$1,331.10/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVAD31	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER D	\$1,560.00/MONTH	\$1,357.20/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-G	SOFTWARE, LICENSE AND SUBSCRIPTION	7,500 LABELS PER MONTH	\$1,570.00/MONTH	\$1,345.80/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-H12	SOFTWARE, LICENSE AND SUBSCRIPTION	HOSTING LEVEL 2	\$1,668.67/MONTH	\$1,505.00/MONTH	10%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-H	SOFTWARE, LICENSE AND SUBSCRIPTION	10,000 LABELS PER MONTH	\$1,730.00/MONTH	\$1,505.10/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-7500	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDPRO ENTERPRISE TIER 2 SUB 7500	\$2,025.00/MONTH	\$1,701.00/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML300	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO 360 LOCATIONS	\$2,800.00/MONTH	\$1,740.00/MONTH	38%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-7500	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDPRO ENTERPRISE TIER 3 SUB 7500	\$2,800.00/MONTH	\$1,700.00/MONTH	39%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-7500	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-7500 TRANSACTIONS MONTH	\$2,110.00/MONTH	\$1,835.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-10000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDPRO ENTERPRISE TIER 2 SUB 10000	\$2,125.00/MONTH	\$1,848.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML3000	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO 3000 LOCATIONS	\$3,200.00/MONTH	\$1,820.00/MONTH	43%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML3000	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO 3000 LOCATIONS	\$3,200.00/MONTH	\$1,820.00/MONTH	43%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-10000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-10000 TRANSACTIONS MONTH	\$3,150.00/MONTH	\$1,797.20/MONTH	43%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SE0MOD	SOFTWARE, LICENSE AND SUBSCRIPTION	TIER 1 ENH IT SEC CONTROLS MIN 325- ENTERPRISE	\$3,150.00/MONTH	\$1,740.00/MONTH	44%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTP	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO MAILSTATION STAMPS 50 USERS-PURCHASE	\$13.00/MONTH	\$11.30/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTKQ	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SENDPRO MAILSTATION STAMPS 50 USERS-LEASE/RENT	\$13.00/MONTH	\$11.30/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-50	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-50 TRANSACTIONS MONTH	\$14.00/MONTH	\$11.30/MONTH	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-C	SOFTWARE, LICENSE AND SUBSCRIPTION	500 LABELS PER MONTH	\$14.00/MONTH	\$11.30/MONTH	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-SND5	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 5	\$14.00/MONTH	\$11.30/MONTH	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAN-SND9	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 9	\$14.00/MONTH	\$11.30/MONTH	18%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PBL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PBL INTEGRATION SUBSCRIPTION	\$14.00/MONTH	\$12.60/MONTH	10%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
INVM	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UP TO 5 METERS	\$15.00/MONTH	\$13.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVAB1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS - 2 PRODUCTS	\$15.00/MONTH	\$13.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAB1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	BASIC COST ACCTG FOR SP MAIL CENTER	\$15.00/MONTH	\$13.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVAB3L	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	STANDALONE ANALYTICS (SINGLE LOC)	\$15.00/MONTH	\$13.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-3-SSD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	360 SINGLE SIGN ON SERVICE	\$15.00/MONTH	\$13.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CDSF10	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CELLULAR ROUTER 100 MONTHLY DATA PLAN	\$150.00/MONTH	\$131.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVMF	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UP TO 100 METERS	\$150.00/MONTH	\$131.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTQ	SOFTWARE, LICENSE AND SUBSCRIPTION	UNLIMITED USERS WITHOUT HARDWARE OR METER	\$155.00/MONTH	\$135.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTIS	SOFTWARE, LICENSE AND SUBSCRIPTION	UNLIMITED USERS WITH HARDWARE OR METER	\$155.00/MONTH	\$135.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVAD311	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER A1	\$156.00/MONTH	\$135.72/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-250000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-250000 TRANSACTIONS MONTH	\$16,900.00/MONTH	\$14,703.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTA	SOFTWARE, LICENSE AND SUBSCRIPTION	SP0/PITNEYSHIP MULTICARRIER	\$180.00/MONTH	\$142.20/MONTH	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTC	SOFTWARE, LICENSE AND SUBSCRIPTION	SP0/PITNEYSHIP INDIVIDUAL	\$180.00/MONTH	\$142.20/MONTH	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
M955-ML	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS TRACKING SERVICES-ACTIVATION	\$17.00/MONTH	\$14.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-RPS	SOFTWARE, LICENSE AND SUBSCRIPTION	RESTRICTED PARTY SCREENING	\$160.00/MONTH	\$143.65/MONTH	10%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CA4300E	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ACTIVATION FOR ALM CONTROL OF COST ACCOUNTS	\$170.00/MONTH	\$147.90/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAE1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	UNLIMITED COST ACCTG FOR SP MAIL CENTER	\$170.00/MONTH	\$147.90/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	UNLIMITED COST ACCOUNTING	\$170.00/MONTH	\$148.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTIE	SOFTWARE, LICENSE AND SUBSCRIPTION	SP0/PITNEYSHIP UNLIMITED	\$180.00/MONTH	\$157.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-300000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-300000 TRANSACTIONS MONTH	\$20.00/MONTH	\$17.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BYAD	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE	\$20.00/MONTH	\$17.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SENDHIS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DEVICELIB SOFTWARE	\$20.00/MONTH	\$17.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SENDIR	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO EIR BUNDLE	\$20.00/MONTH	\$17.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BYAD10D	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 10	\$20.00/MONTH	\$17.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
EBB3	SOFTWARE, LICENSE AND SUBSCRIPTION	EBRETURN RECEIPT SUBSCRIPTION- DM300/400	\$21.00/MONTH	\$18.25/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-SFTF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE - SFTF HOSTING SUBSCRIPTION	\$22.00/MONTH	\$18.92/MONTH	14%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-500	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDPRO ENTERPRI											

Software, License and Subscription (Reference Part 3.19)	
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	Required
NO VOLUME OR TERM DISCOUNTS INCLUDED	Required
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
ERB1	SOFTWARE, LICENSE AND SUBSCRIPTION	RETURN RECEIPT SUBSCRIPTION - P SERIES	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTID	SOFTWARE, LICENSE AND SUBSCRIPTION	SP0/PRTYESHIP OFFICE	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RC9G	SOFTWARE, LICENSE AND SUBSCRIPTION	INTEGRITY EXP SALES PAK 2500 - 3500	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SEND	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PRTYESHIP PRO SINGLE USER	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYAB21	SOFTWARE, LICENSE AND SUBSCRIPTION	SP ANALYTICS PREMIUM 1-2 PRODUCTS	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYAB3	SOFTWARE, LICENSE AND SUBSCRIPTION	ANALYTICS FOR METER	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CONNECTOR-USAGE-1	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SCRIPTPRO USAGE SUBSCRIPTION	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CONNECTOR-USAGE-3	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	HACKSON ENTERPRISEK USAGE SUBSCRIPTION	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SFP-SUB	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SECURE FTP MGMT ADD-ON	\$25.00/MONTH	\$21.75/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-100	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-100 TRANSACTIONS MONTH	\$250.00/MONTH	\$217.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-CAR-SUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-CARRIER MGMT SUBSCRIPT	\$250.00/MONTH	\$217.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-D	SOFTWARE, LICENSE AND SUBSCRIPTION	11000 LABELS PER MONTH	\$250.00/MONTH	\$217.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CDSF20	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CELLULAR ROUTER 20G MONTHLY DATA PLAN	\$250.00/MONTH	\$218.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVMG	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UNLIMITED METERS	\$250.00/MONTH	\$218.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-40000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-40000 TRANSACTIONS MONTH	\$26,800.00/MONTH	\$23,392.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
EB94	SOFTWARE, LICENSE AND SUBSCRIPTION	RETURN RECEIPT SUBSCRIPTION - L SERIES	\$28.00/MONTH	\$24.36/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 6	\$28.00/MONTH	\$24.36/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND10	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 10	\$28.00/MONTH	\$24.36/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-USFASP	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS SHIPPING API DISCT PROGRAM	\$29.95/MONTH	\$26.06/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTIX	SOFTWARE, LICENSE AND SUBSCRIPTION	PTITRYTRACK INBOUND	\$299.00/MONTH	\$260.13/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BV0AD15	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 15	\$300.00/MONTH	\$261.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML10	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360-PRTYESHIP PRO 12 LOCATIONS	\$300.00/MONTH	\$261.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360-12	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 1000	\$313.20/MONTH	\$271.46/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-CBC	SOFTWARE, LICENSE AND SUBSCRIPTION	CROSS BORDER CONSOLIDATION	\$339.00/MONTH	\$294.76/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-HZMT	SOFTWARE, LICENSE AND SUBSCRIPTION	HAZMAT	\$339.00/MONTH	\$294.76/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-50000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-50000 TRANSACTIONS MONTH	\$33,450.00/MONTH	\$29,101.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-25000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 25000	\$33,600.00/MONTH	\$29,232.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-25000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-25000 TRANSACTIONS MONTH	\$33,670.00/MONTH	\$29,192.80/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-J	SOFTWARE, LICENSE AND SUBSCRIPTION	PS-PRO - 50,000 TRANSACTIONS PER MONTH	\$3,500.00/MONTH	\$3,288.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYAD36	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER F	\$3,848.00/MONTH	\$3,347.76/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-50000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 50000	\$4,512.00/MONTH	\$3,985.16/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVMA	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - SINGLE METER	\$4.00/MONTH	\$3.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PREMIUM COST ACTG FOR SP MAIL CENTER	\$35.00/MONTH	\$30.45/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
MC9H	SOFTWARE, LICENSE AND SUBSCRIPTION	INTEGRITY EXP SALES PAK 4500	\$35.00/MONTH	\$30.45/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0D-MHMS	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR IMI SENDRP C300/C400	\$35.00/MONTH	\$30.45/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0Z-MH	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FEDRAMP MIN 325 CTRL PSD SUBSCRIPTION FOR SENDRP C300/C400	\$36.00/MONTH	\$31.25/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SENDADV	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PRTYESHIP PRO ADVANCED SINGLE USER	\$36.00/MONTH	\$31.32/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-A1	SOFTWARE, LICENSE AND SUBSCRIPTION	PS-PRO - 50 TRANSACTIONS PER MONTH	\$40.00/MONTH	\$33.20/MONTH	19%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-100	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 100	\$39.00/MONTH	\$33.87/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-60000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-60000 TRANSACTIONS MONTH	\$40,010.00/MONTH	\$34,808.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BV0AD20	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 20	\$400.00/MONTH	\$348.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-500	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-500 TRANSACTIONS MONTH	\$400.00/MONTH	\$348.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BV0AD2	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 2	\$400.00/MONTH	\$348.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-1000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 1000	\$460.00/MONTH	\$398.80/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND7	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 7	\$42.00/MONTH	\$36.54/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-NEG-02	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS NEGOTIATED RATE LW 02	\$42.00/MONTH	\$36.54/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP-NEG-02	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USPS NEGOTIATED RATE LW 02	\$42.00/MONTH	\$36.54/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-NEG-02	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USPS NEGOTIATED RATE LW 02	\$42.00/MONTH	\$36.54/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND101	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 101	\$420.00/MONTH	\$365.40/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0D-MHMS	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR SENDRP C500	\$42.00/MONTH	\$36.54/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0Z-MH	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	FEDRAMP MIN 325 CTRL PSD SUBSCRIPTION FOR SENDRP C500	\$44.00/MONTH	\$38.25/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CDSF4	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CELLULAR CONNECTION FOR SENDRP P	\$45.00/MONTH	\$39.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-50000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 3 SUB 50000	\$4,875.00/MONTH	\$4,095.00/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-15000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-15000 TRANSACTIONS MONTH	\$4,900.00/MONTH	\$4,261.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML1000	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PRTYESHIP PRO 1000 LOCATIONS	\$5,000.00/MONTH	\$4,350.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYAD37	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER G	\$5,200.00/MONTH	\$4,524.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CDSF1	SOFTWARE, LICENSE AND SUBSCRIPTION	CELLULAR CONNECTION FOR SENDRP MAILSTATION	\$5.00/MONTH	\$4.35/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SCRIPTPUSUB	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOCKER COLUMN SUBSCRIPTION	\$5.00/MONTH	\$4.35/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-70000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-70000 TRANSACTIONS MONTH	\$47,000.00/MONTH	\$40,890.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ILDS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	LOCKER 60 BANK	\$49.00/MONTH	\$42.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
LOCKDAYUSE	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PARCELPOINT DAY USE FEATURE SUBSCR	\$49.00/MONTH	\$42.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360LOCKSF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360 LOCKER MANAGEMENT	\$49.00/MONTH	\$42.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVMD	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UP TO 20 METERS	\$50.00/MONTH	\$43.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RC9F	SOFTWARE, LICENSE AND SUBSCRIPTION	INTEGRITY EXPRESS RELAY 2500-4500	\$50.00/MONTH	\$43.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML25	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PRTYESHIP PRO 25 LOCATIONS	\$50.00/MONTH	\$43.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-E	SOFTWARE, LICENSE AND SUBSCRIPTION	12500 LABELS PER MONTH	\$520.00/MONTH	\$458.80/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
4W0D-MLMS	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR GREEN CONNECT+500 /SENDRP P SERIES METER15000	\$52.00/MONTH	\$45.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
4W0D-MHMS	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR CONNECT GREEN-1000/2000 / SENDRP P1000/2000	\$52.00/MONTH	\$45.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0D-MH	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR MAILCENTER 1000	\$52.00/MONTH	\$45.24/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0D-MH	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR MAILCENTER 2000	\$52.00/MONTH	\$45.24/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYAD321	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER B1	\$52.00/MONTH	\$45.24/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
G00D-MHMS	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR DM400 SERIES	\$53.00/MONTH	\$46.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-CCMM	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE COMMERCE CONNECTOR SUB	\$60.00/MONTH	\$47.40/MONTH	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND8	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 8	\$56.00/MONTH	\$48.72/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND11	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 11	\$56.00/MONTH	\$48.72/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-K	SOFTWARE, LICENSE AND SUBSCRIPTION	PS-PRO - 100,000 TRANSACTIONS PER MONTH	\$6,420.00/MONTH	\$5,585.40/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATARETAIN-SND4	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 4	\$60.00/MONTH	\$52.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BV0AD3	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 3	\$60.00/MONTH	\$52.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CAAD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	COST ACCOUNTING PLATINUM PLAN	\$60.00/MONTH	\$52.00/MONTH	13%	n/a	n/a	n/a	n/a	\$0.00	\$0.00	0%	\$0.00
CAALD	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ENTERPRISE COST ACTG FOR SP MAIL CENTER	\$60.00/MONTH	\$52.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ML50	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PRTYESHIP PRO 50 LOCATIONS	\$60.00/MONTH	\$52.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SYAD31	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER A	\$62.00/MONTH	\$53.94/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-B	SOFTWARE, LICENSE AND SUBSCRIPTION	100 LABELS PER MONTH	\$70.00/MONTH	\$65.30/MONTH	21%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
G00D-MHMS	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR DM475 SERIES	\$64.00/MONTH	\$56.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-LTL	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE LTL SUBSCRIPTION	\$73.00/MONTH	\$64.00/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-LTL-CONTRACT	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE LTL SUB - OTHER SUPPORTED	\$73.00/MONTH	\$64.00/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-LTL-CUSTOM	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE LTL SUB - CUSTOM CARRIER	\$73.00/MONTH	\$64.00/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-LTL-UPS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE LTL SUB - FEDEX FREIGHT	\$73.00/MONTH	\$64.00/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-LTL-UPS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SPE LTL SUB - UPS FREIGHT	\$73.00/MONTH	\$64.00/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-1000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 3 SUB 1000	\$75.00/MONTH	\$66.50/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-100	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-100 TRANSACTIONS MONTH	\$680.00/MONTH	\$591.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-75000	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	PS ENTERPRISE-75000 TRANSACTIONS MONTH	\$7,350.00/MONTH	\$6,457.50/MONTH	12%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-100000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENDRP ENTERPRISE TIER 2 SUB 100000	\$8,560.00/MONTH	\$6,676.80/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7H0D-ML	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS TRACKING SERVICES ACTIVATION	\$7.00/MONTH	\$6.10/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
G855-ML	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS TRACKING SERVICES ACTIVATION	\$7.00/MONTH	\$6.10/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVAB	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UP TO 2 METERS	\$7.00/MONTH	\$6.10/MON									

Software, License and Subscription (Reference Part 3.19)	Offerors Response
All products offered for this category of equipment shall meet or exceed the listed specifications with this Solicitation Scope of Work.	
NO VOLUME OR TERM DISCOUNTS INCLUDED	
Required	
Percent (%) Discount from MSRP off Base Category Equipment	13%

Item	Category	Description	Equipment MSRP	Contract Equipment Price	% Off MSRP	MSRP Equipment Maintenance	Contract Annual Equipment Maintenance Years 2-5	% Off MSRP	Contract Monthly Equipment Maintenance	MSRP Software Maintenance	Contract Annual Software Maintenance Years 2-5	% Off MSRP	Contract Monthly Software Maintenance
7W00-MH	SOFTWARE, LICENSE AND SUBSCRIPTION	METER SUBSCRIPTION FOR MAILCENTER 3000	\$76.00/MONTH	\$66.12/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-100000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENPRO ENTERPRISE TIER 3 SUB 100000	\$9,235.00/MONTH	\$7,203.39/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-100000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-100000 TRANSACTIONS MONTH	\$8,550.00/MONTH	\$7,438.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TECOM00M	SOFTWARE, LICENSE AND SUBSCRIPTION	TIER 2 ENVI SEC CONTROLS MIN 325+ MAX 12 LOCATIONS	\$8,620.00/MONTH	\$7,500.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PS-PRO-4	SOFTWARE, LICENSE AND SUBSCRIPTION	PS PRO - 150,000 TRANSACTIONS PER MONTH	\$8,750.00/MONTH	\$7,612.50/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BYO4D4	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 4	\$80.00/MONTH	\$70.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SVAD33	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ANALYTICS 360 TIER C	\$83.00/MONTH	\$723.84/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DATABETAIN-SND12	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	DATA RETAIN SENDING 12	\$840.00/MONTH	\$730.80/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER2-150000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENPRO ENTERPRISE TIER 2 SUB 150000	\$9,775.00/MONTH	\$8,211.00/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-150000	SOFTWARE, LICENSE AND SUBSCRIPTION	SENPRO ENTERPRISE TIER 3 SUB 150000	\$10,375.00/MONTH	\$8,715.00/MONTH	16%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CD5F	SOFTWARE, LICENSE AND SUBSCRIPTION	CELLULAR CONNECTION FOR SENPRO C	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTIR	SOFTWARE, LICENSE AND SUBSCRIPTION	SP90/PITNEYSHIP BASIC 50 USERS	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PTIP	SOFTWARE, LICENSE AND SUBSCRIPTION	UP TO 50 USERS WITHOUT HARDWARE OR METER	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	\$0.00	\$0.00	0%	\$0.00
PTIR	SOFTWARE, LICENSE AND SUBSCRIPTION	UP TO 50 USERS WITH HARDWARE OR METER	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ALMSF360	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	ALM SUPPORT FOR SP360 COST ACCOUNTS	\$10.00/MONTH	\$8.70/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PC-PRO-F	SOFTWARE, LICENSE AND SUBSCRIPTION	\$100 LABELS PER MONTH	\$920.00/MONTH	\$800.40/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-TIER3-2500	SOFTWARE, LICENSE AND SUBSCRIPTION	SENPRO ENTERPRISE TIER 3 SUB 2500	\$1,055.00/MONTH	\$822.90/MONTH	22%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-NEG-03	SOFTWARE, LICENSE AND SUBSCRIPTION	USPS NEGOTIATED RATE LVL 03	\$97.00/MONTH	\$84.39/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP-NEG-03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USPS NEGOTIATED RATE LVL 03	\$97.00/MONTH	\$84.39/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-NEG-03	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	USPS NEGOTIATED RATE LVL 03	\$97.00/MONTH	\$84.39/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-2500	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-2500 TRANSACTIONS MONTH	\$980.00/MONTH	\$852.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
BYO4D5	SOFTWARE, LICENSE AND SUBSCRIPTION	BRING YOUR OWN APPROVED DEVICE 5	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CD5F6	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	CELLULAR ROUTER 86 MONTHLY DATA PLAN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
NVME	SOFTWARE, LICENSE AND SUBSCRIPTION	INVIEW DASHBOARD - UP TO 50 METERS	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
RCSE	SOFTWARE, LICENSE AND SUBSCRIPTION	RELAY INTEGRITY EXPRESS	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ACCTSF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360 ANALYTICS	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360COTS	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	EQUIPMENT CONNECTIVITY (METERS)	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360SENDSPF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360TRACSF	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360 RECEIVING	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-BBSDK	SOFTWARE, LICENSE AND SUBSCRIPTION	BLACK BOX SDK	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
360-AP-BASE	SOFTWARE, LICENSE AND SUBSCRIPTION	360 AP BASE SUBSCRIPTION	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSEAUDITSUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-AUDIT LOGGING SUBSCRIPTN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSELOWCODESUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-LOW CODE SUBSCRIPTN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSEREGIONSUB	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-REGION CARRIER SUBSCRIPTN	\$100.00/MONTH	\$87.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SP360ALLO	SOFTWARE, LICENSE AND SUBSCRIPTION ACCESSORIES	SP360/PITNEYSHIP PRO 100 LOCATIONS	\$1,000.00/MONTH	\$870.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SPE-HL1	SOFTWARE, LICENSE AND SUBSCRIPTION	HOSTING LEVEL 1	\$1,000.00/MONTH	\$870.00/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
PSE-150000	SOFTWARE, LICENSE AND SUBSCRIPTION	PS ENTERPRISE-150000 TRANSACTIONS MONTH	\$10,380.00/MONTH	\$9,030.60/MONTH	13%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
1E02	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
1E05	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E07	\$ -	\$ -	\$ -	\$ -
1E08	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E20	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E21	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E23	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1E26	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1E27	\$ 71.00	\$ 80.94	\$ 97.27	\$ 121.41
1E28	\$ 72.00	\$ 82.08	\$ 98.64	\$ 123.12
1E30	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
1E31	\$ 180.00	\$ 205.20	\$ 246.60	\$ 307.80
1E40	\$ 38.00	\$ 43.32	\$ 52.06	\$ 64.98
1E41	\$ 38.00	\$ 43.32	\$ 52.06	\$ 64.98
1E43	\$ 72.00	\$ 82.08	\$ 98.64	\$ 123.12
1E44	\$ 69.00	\$ 78.66	\$ 94.53	\$ 117.99
1E45	\$ 72.00	\$ 82.08	\$ 98.64	\$ 123.12
1E48	\$ 41.00	\$ 46.74	\$ 56.17	\$ 96.05
1E50	\$ 236.00	\$ 269.04	\$ 323.32	\$ 403.56
1E58	\$ 234.00	\$ 266.76	\$ 320.58	\$ 548.19
1E0T	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
1E26-A	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1E2R	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
1E3R	\$ 228.00	\$ 259.92	\$ 312.36	\$ 389.88
1E3S	\$ 38.00	\$ 43.32	\$ 52.06	\$ 64.98
1E6R	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1ER3	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
1SDL	\$ 884.00	\$ 1,007.76	\$ 1,211.08	\$ 1,511.64
2H00	\$ 151.00	\$ 172.14	\$ 206.87	\$ 258.21
397-B	\$ -	\$ -	\$ -	\$ -
3C00	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
3C01	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C0R	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C0X	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C10	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3C5R	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
3CE5	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
3CER	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
3CES	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
4C00	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C0R	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C0X	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C10	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4C5R	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
4CE5	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4CER	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
4CES	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
6C00	\$ 462.00	\$ 526.68	\$ 632.94	\$ 790.02
6C05	\$ 462.00	\$ 526.68	\$ 632.94	\$ 790.02
6C0R	\$ 462.00	\$ 526.68	\$ 632.94	\$ 790.02
6CF1	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
6CFR	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
8H00	\$ 151.00	\$ 172.14	\$ 206.87	\$ 258.21
9H00	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
APK1	\$ 64.00	\$ 72.96	\$ 87.68	\$ 109.44
APK2	\$ 64.00	\$ 72.96	\$ 87.68	\$ 109.44
APK3	\$ 64.00	\$ 72.96	\$ 87.68	\$ 109.44
AR100	\$ 1,064.00	\$ 1,212.96	\$ 1,457.68	\$ 1,819.44
AR200	\$ 1,810.00	\$ 2,063.40	\$ 2,479.70	\$ 3,095.10
ARPF	\$ 2,999.00	\$ 3,418.86	\$ 4,108.63	\$ 5,128.29
AZBA	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
AZBAOMAS	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
AZBB	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
AZBBOMAS	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
AZBC	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBCOMAS	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBD	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBDOMAS	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZBE	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
AZBF	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBJ	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBL	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBM	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBN	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBP	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZBR	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZBS	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZBT	\$ 372.00	\$ 424.08	\$ 509.64	\$ 636.12
AZBU	\$ 798.00	\$ 909.72	\$ 1,093.26	\$ 1,364.58
AZBV	\$ 2,252.00	\$ 2,567.28	\$ 3,085.24	\$ 3,850.92
AZBX	\$ 2,252.00	\$ 2,567.28	\$ 3,085.24	\$ 3,850.92
AZCE	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
AZCF	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZCG	\$ 566.58	\$ 645.90	\$ 776.21	\$ 968.85
AZCGOMAS	\$ 798.00	\$ 909.72	\$ 1,093.26	\$ 1,364.58
AZCJ	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZCL	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
AZCM	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
AZCQ	\$ 250.97	\$ 286.11	\$ 343.83	\$ 429.16
AZCR	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZCS	\$ 2,809.00	\$ 3,202.26	\$ 3,848.33	\$ 4,803.39
AZCW	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
AZCX	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
AZCY	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZCZ	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
AZDS	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
AZDT	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
AZDU	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
AZSA	\$ 372.00	\$ 424.08	\$ 509.64	\$ 636.12
AZSB	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
BM10	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM11	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM40	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM41	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
BM42	\$ 221.00	\$ 251.94	\$ 302.77	\$ 377.91
BM43	\$ 297.00	\$ 338.58	\$ 406.89	\$ 507.87
BM44	\$ 221.00	\$ 251.94	\$ 302.77	\$ 377.91
BM48	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BM52	\$ 617.00	\$ 703.38	\$ 845.29	\$ 1,055.07
BMPC	\$ 463.00	\$ 527.82	\$ 634.31	\$ 791.73
C190	\$ 117.00	\$ 133.38	\$ 160.29	\$ 200.07
C190DSK	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
C190POS	\$ 104.00	\$ 118.56	\$ 142.48	\$ 177.84
C200	\$ -	\$ -	\$ -	\$ -
C2C1	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
C2C2	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
C300	\$ 123.00	\$ 140.22	\$ 168.51	\$ 210.33
C400	\$ 225.00	\$ 256.50	\$ 308.25	\$ 384.75
C5C1	\$ 419.00	\$ 477.66	\$ 574.03	\$ 716.49
C5C2	\$ 637.00	\$ 726.18	\$ 872.69	\$ 1,089.27
C5C3	\$ 456.00	\$ 519.84	\$ 624.72	\$ 779.76
C5CC	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
CG12	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
CG15	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
CML5	\$ 86.00	\$ 98.04	\$ 117.82	\$ 147.06
CS88	\$ 82.00	\$ 93.48	\$ 112.34	\$ 140.22
CS8A	\$ 82.00	\$ 93.48	\$ 112.34	\$ 140.22
CT00	\$ 156.00	\$ 177.84	\$ 213.72	\$ 365.46
DA5X	\$ 1,600.00	\$ 1,824.00	\$ 2,192.00	\$ 2,736.00
DA79	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
DA7X	\$ 1,992.00	\$ 2,270.88	\$ 2,729.04	\$ 3,406.32
DA86	\$ 215.00	\$ 245.10	\$ 294.55	\$ 367.65

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
DA8A	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
DA8X	\$ 1,221.00	\$ 1,391.94	\$ 1,672.77	\$ 2,087.91
DASC	\$ 565.00	\$ 644.10	\$ 774.05	\$ 966.15
DDG1	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
DDL3	\$ 233.00	\$ 265.62	\$ 319.21	\$ 398.43
DDL4	\$ 146.00	\$ 166.44	\$ 200.02	\$ 249.66
DDL8	\$ 208.00	\$ 237.12	\$ 284.96	\$ 355.68
DDM1	\$ 109.00	\$ 124.26	\$ 149.33	\$ 186.39
DDM3	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
DDMR	\$ 109.00	\$ 124.26	\$ 149.33	\$ 186.39
DEF1	\$ 383.00	\$ 436.62	\$ 524.71	\$ 654.93
DF10	\$ 84.00	\$ 95.76	\$ 115.08	\$ 143.64
DF80	\$ 542.00	\$ 617.88	\$ 742.54	\$ 926.82
DF8R	\$ 542.00	\$ 617.88	\$ 742.54	\$ 926.82
DF90	\$ 813.00	\$ 926.82	\$ 1,113.81	\$ 1,390.23
DF9R	\$ 813.00	\$ 926.82	\$ 1,113.81	\$ 1,390.23
DFCS	\$ 82.00	\$ 93.48	\$ 112.34	\$ 140.22
DI22	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI23	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI2R	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI2S	\$ 550.00	\$ 627.00	\$ 753.50	\$ 940.50
DI3C	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3F	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3G	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3H	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3P	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3S	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3T	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI3W	\$ 1,677.00	\$ 1,911.78	\$ 2,297.49	\$ 2,867.67
DI90	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI95	\$ 4,829.00	\$ 5,505.06	\$ 6,615.73	\$ 8,257.59
DI9A	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI9B	\$ 4,829.00	\$ 5,505.06	\$ 6,615.73	\$ 8,257.59
DI9C	\$ 6,420.00	\$ 7,318.80	\$ 8,795.40	\$ 10,978.20
DI9D	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI9G	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
DI9H	\$ 4,878.00	\$ 5,560.92	\$ 6,682.86	\$ 8,341.38
DI9J	\$ 5,834.00	\$ 6,650.76	\$ 7,992.58	\$ 9,976.14
DI9K	\$ 4,060.00	\$ 4,628.40	\$ 5,562.20	\$ 6,942.60
DI9L	\$ 6,756.00	\$ 7,701.84	\$ 9,255.72	\$ 11,552.76
DI9P	\$ 863.00	\$ 983.82	\$ 1,182.31	\$ 1,475.73
DI9R	\$ 4,829.00	\$ 5,505.06	\$ 6,615.73	\$ 8,257.59
DIBB	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
DIBD	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
DIBF	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
DIBX	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
DIC0	\$ 11,606.00	\$ 13,230.84	\$ 15,900.22	\$ 19,846.26
DIC1	\$ 11,606.00	\$ 13,230.84	\$ 15,900.22	\$ 19,846.26
DIC2	\$ 12,800.00	\$ 14,592.00	\$ 17,536.00	\$ 21,888.00
DIC3	\$ 2,892.00	\$ 3,296.88	\$ 3,962.04	\$ 4,945.32
DIC5	\$ 3,679.00	\$ 4,194.06	\$ 5,040.23	\$ 6,291.09
DIC6	\$ 1,222.00	\$ 1,393.08	\$ 1,674.14	\$ 2,089.62
DIC7	\$ 2,893.00	\$ 3,298.02	\$ 3,963.41	\$ 4,947.03
DIC8	\$ 1,534.00	\$ 1,748.76	\$ 2,101.58	\$ 2,623.14
DIC9	\$ 3,205.00	\$ 3,653.70	\$ 4,390.85	\$ 5,480.55
DICB	\$ 852.00	\$ 971.28	\$ 1,167.24	\$ 1,456.92
DICJ	\$ 463.00	\$ 527.82	\$ 634.31	\$ 791.73
DICL	\$ 2,080.00	\$ 2,371.20	\$ 2,849.60	\$ 3,556.80
DICP	\$ 7,889.00	\$ 8,993.46	\$ 10,807.93	\$ 13,490.19
DICQ	\$ 21,766.00	\$ 24,813.24	\$ 29,819.42	\$ 37,219.86
DIHS	\$ 355.00	\$ 404.70	\$ 486.35	\$ 607.05
DIPS	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DIPX	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DIRS	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DIST	\$ 3,328.00	\$ 3,793.92	\$ 4,559.36	\$ 5,690.88
DIVP	\$ 187.00	\$ 213.18	\$ 256.19	\$ 319.77
DL03	\$ 298.00	\$ 339.72	\$ 408.26	\$ 509.58
DL08	\$ 671.00	\$ 764.94	\$ 919.27	\$ 1,147.41
DLA2	\$ 298.00	\$ 339.72	\$ 408.26	\$ 509.58
DLA3	\$ 671.00	\$ 764.94	\$ 919.27	\$ 1,147.41
DLU1	\$ -	\$ -	\$ -	\$ -
DLU2	\$ -	\$ -	\$ -	\$ -
DLU3	\$ -	\$ -	\$ -	\$ -
DMIV2	\$ 1,248.00	\$ 1,422.72	\$ 1,709.76	\$ 2,923.69
DMIV202	\$ 1,348.00	\$ 1,536.72	\$ 1,846.76	\$ 3,157.96
DP19	\$ -	\$ -	\$ -	\$ -
DRVS	\$ 179.00	\$ 204.06	\$ 245.23	\$ 306.09
DT3A	\$ 2,464.00	\$ 2,808.96	\$ 3,375.68	\$ 4,213.44
DT3S	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
DT50	\$ 948.00	\$ 1,080.72	\$ 1,298.76	\$ 1,621.08
DTS6	\$ 322.00	\$ 367.08	\$ 441.14	\$ 550.62
DTS7	\$ 442.00	\$ 503.88	\$ 605.54	\$ 755.82
ERCM	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
F37B	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
F37C	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
F37D	\$ -	\$ -	\$ -	\$ -
F37E	\$ -	\$ -	\$ -	\$ -
F383	\$ 1,839.00	\$ 2,096.46	\$ 2,519.43	\$ 3,144.69

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
F386	\$ 1,839.00	\$ 2,096.46	\$ 2,519.43	\$ 3,144.69
F3N0	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
F3P7	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
F3X2	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
F3Y2	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
F3Z2	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
F4US	\$ 496.00	\$ 565.44	\$ 679.52	\$ 848.16
F652	\$ 568.00	\$ 647.52	\$ 778.16	\$ 971.28
F653	\$ 1,842.00	\$ 2,099.88	\$ 2,523.54	\$ 3,149.82
F654	\$ 1,333.00	\$ 1,519.62	\$ 1,826.21	\$ 2,279.43
F655	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
F656	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
F657	\$ 3,334.00	\$ 3,800.76	\$ 4,567.58	\$ 5,701.14
F658	\$ 778.00	\$ 886.92	\$ 1,065.86	\$ 1,330.38
F66P	\$ 501.00	\$ 571.14	\$ 686.37	\$ 856.71
F680	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
F690	\$ 1,129.00	\$ 1,287.06	\$ 1,546.73	\$ 1,930.59
F6US	\$ 1,024.00	\$ 1,167.36	\$ 1,402.88	\$ 1,751.04
F70D	\$ 2,552.00	\$ 2,909.28	\$ 3,496.24	\$ 4,363.92
F70G	\$ 4,508.00	\$ 5,139.12	\$ 6,175.96	\$ 7,708.68
F70I	\$ 458.00	\$ 522.12	\$ 627.46	\$ 783.18
F70K	\$ 6,234.00	\$ 7,106.76	\$ 8,540.58	\$ 10,660.14
F70Q	\$ 759.00	\$ 865.26	\$ 1,039.83	\$ 1,297.89
F70R	\$ 325.00	\$ 370.50	\$ 445.25	\$ 555.75
F70S	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
F70T	\$ -	\$ -	\$ -	\$ -
F70V	\$ 181.00	\$ 206.34	\$ 247.97	\$ 309.51
F70Y	\$ 976.00	\$ 1,112.64	\$ 1,337.12	\$ 1,668.96
F72D	\$ 1,098.00	\$ 1,251.72	\$ 1,504.26	\$ 1,877.58
F72R	\$ 1,005.00	\$ 1,145.70	\$ 1,376.85	\$ 1,718.55
F732	\$ 3,179.00	\$ 3,624.06	\$ 4,355.23	\$ 5,436.09
F733	\$ 946.00	\$ 1,078.44	\$ 1,296.02	\$ 1,617.66
F734	\$ 2,937.00	\$ 3,348.18	\$ 4,023.69	\$ 5,022.27
F736	\$ 1,973.00	\$ 2,249.22	\$ 2,703.01	\$ 3,373.83
F737	\$ 1,163.00	\$ 1,325.82	\$ 1,593.31	\$ 1,988.73
F738	\$ 2,901.00	\$ 3,307.14	\$ 3,974.37	\$ 4,960.71
F739	\$ 3,530.00	\$ 4,024.20	\$ 4,836.10	\$ 6,036.30
F745	\$ 5,595.00	\$ 6,378.30	\$ 7,665.15	\$ 9,567.45
F74S	\$ -	\$ -	\$ -	\$ -
F753	\$ -	\$ -	\$ -	\$ -
F755	\$ 4,014.00	\$ 4,575.96	\$ 5,499.18	\$ 6,863.94
F769	\$ 3,342.00	\$ 3,809.88	\$ 4,578.54	\$ 5,714.82
F7DI	\$ -	\$ -	\$ -	\$ -
F7EF	\$ -	\$ -	\$ -	\$ -

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
F7ER	\$ -	\$ -	\$ -	\$ -
F7FB	\$ 252.00	\$ 287.28	\$ 345.24	\$ 430.92
F7FS	\$ 252.00	\$ 287.28	\$ 345.24	\$ 430.92
F7HC	\$ 1,005.00	\$ 1,145.70	\$ 1,376.85	\$ 1,718.55
F7HD	\$ 252.00	\$ 287.28	\$ 345.24	\$ 430.92
F7M1	\$ -	\$ -	\$ -	\$ -
F7MB	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
F7MS	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
F7S1	\$ -	\$ -	\$ -	\$ -
F7S2	\$ -	\$ -	\$ -	\$ -
F7T2	\$ -	\$ -	\$ -	\$ -
F7T4	\$ -	\$ -	\$ -	\$ -
F7TB	\$ 421.00	\$ 479.94	\$ 576.77	\$ 719.91
F7TT	\$ 217.00	\$ 247.38	\$ 297.29	\$ 371.07
F7TU	\$ 225.00	\$ 256.50	\$ 308.25	\$ 384.75
F7TV	\$ 217.00	\$ 247.38	\$ 297.29	\$ 371.07
F89A	\$ -	\$ -	\$ -	\$ -
F89C	\$ 590.00	\$ 672.60	\$ 808.30	\$ 1,008.90
F89E	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
F89F	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
F89J	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
F89K	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
F89L	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
F89P	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
F89Q	\$ 121.00	\$ 137.94	\$ 165.77	\$ 283.47
F8AA	\$ -	\$ -	\$ -	\$ -
F8AB	\$ -	\$ -	\$ -	\$ -
F90A	\$ 201.00	\$ 229.14	\$ 275.37	\$ 343.71
F90G	\$ 6,765.00	\$ 7,712.10	\$ 9,268.05	\$ 11,568.15
F9B1	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
F9B4	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
F9G6	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
F9L6	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
F9P6	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
F9RB	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
F9W2	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
F9W5	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
F9ZA	\$ 5,998.00	\$ 6,837.72	\$ 8,217.26	\$ 10,256.58
FD90	\$ 732.00	\$ 834.48	\$ 1,002.84	\$ 1,251.72
FD9A	\$ 732.00	\$ 834.48	\$ 1,002.84	\$ 1,251.72
FD9R	\$ 129.00	\$ 147.06	\$ 176.73	\$ 220.59
FDA0	\$ 542.00	\$ 617.88	\$ 742.54	\$ 926.82
FR5L	\$ 1,882.00	\$ 2,145.48	\$ 2,578.34	\$ 3,218.22
FS26	\$ 1,667.00	\$ 1,900.38	\$ 2,283.79	\$ 2,850.57

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
GW66	\$ 1,657.00	\$ 1,888.98	\$ 2,270.09	\$ 2,833.47
H1981	\$ 195.00	\$ 222.30	\$ 267.15	\$ 456.83
H20A	\$ -	\$ -	\$ -	\$ -
H301	\$ 537.00	\$ 612.18	\$ 735.69	\$ 918.27
HS9D	\$ 71.00	\$ 80.94	\$ 97.27	\$ 121.41
HV1P	\$ 498.00	\$ 567.72	\$ 682.26	\$ 1,166.66
HZ00	\$ 15.00	\$ 17.10	\$ 20.55	\$ 25.65
HZ0R	\$ 16.00	\$ 18.24	\$ 21.92	\$ 37.48
IA14	\$ 4,483.00	\$ 5,110.62	\$ 6,141.71	\$ 10,502.32
IA28	\$ 3,443.00	\$ 3,925.02	\$ 4,716.91	\$ 8,065.92
IFDT	\$ 460.00	\$ 524.40	\$ 630.20	\$ 786.60
J541	\$ 207.00	\$ 235.98	\$ 283.59	\$ 484.94
J546	\$ 328.00	\$ 373.92	\$ 449.36	\$ 560.88
J64Z	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
J696	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
J794	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
J7D0	\$ 325.00	\$ 370.50	\$ 445.25	\$ 555.75
J7E0	\$ 457.00	\$ 520.98	\$ 626.09	\$ 781.47
J7V0	\$ 370.00	\$ 421.80	\$ 506.90	\$ 632.70
J7W8	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
J7W9	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
JB67	\$ 354.00	\$ 403.56	\$ 484.98	\$ 605.34
JB76	\$ 253.00	\$ 288.42	\$ 346.61	\$ 432.63
JB77	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
JB7X	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
JP67	\$ 354.00	\$ 403.56	\$ 484.98	\$ 605.34
JP6R	\$ 336.00	\$ 383.04	\$ 460.32	\$ 574.56
JP85	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
JP94	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
JR64	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
JR76	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
JZ20	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
JZ22	\$ 234.00	\$ 266.76	\$ 320.58	\$ 548.19
JZ30	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
JZ31	\$ 525.00	\$ 598.50	\$ 719.25	\$ 1,229.92
K789	\$ -	\$ -	\$ -	\$ -
KGMM	\$ 1,493.00	\$ 1,702.02	\$ 2,045.41	\$ 2,553.03
LOCKERA	\$ 174.00	\$ 198.36	\$ 238.38	\$ 297.54
LOCKERB	\$ 165.00	\$ 188.10	\$ 226.05	\$ 282.15
LOCKERC	\$ 156.00	\$ 177.84	\$ 213.72	\$ 266.76
LOCKER-CBC-NOU	\$ -	\$ -	\$ -	\$ -
LOCKER-CBC-WITH	\$ -	\$ -	\$ -	\$ -
LOCKER-CC	\$ 9.00	\$ 10.26	\$ 12.33	\$ 15.39
LOCKERD	\$ 148.00	\$ 168.72	\$ 202.76	\$ 253.08

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
LOCKERE	\$ 148.00	\$ 168.72	\$ 202.76	\$ 253.08
LOCKERF	\$ 139.00	\$ 158.46	\$ 190.43	\$ 237.69
LOCKERG	\$ 139.00	\$ 158.46	\$ 190.43	\$ 237.69
LOCKERH	\$ 130.00	\$ 148.20	\$ 178.10	\$ 222.30
LOCKERI	\$ 122.00	\$ 139.08	\$ 167.14	\$ 208.62
LOCKERJ	\$ 122.00	\$ 139.08	\$ 167.14	\$ 208.62
LOCKERK	\$ 92.00	\$ 104.88	\$ 126.04	\$ 157.32
LOCKERK1	\$ 1,471.00	\$ 1,676.94	\$ 2,015.27	\$ 2,515.41
LOCKERK2	\$ 1,488.00	\$ 1,696.32	\$ 2,038.56	\$ 2,544.48
LOCKERK3	\$ 1,488.00	\$ 1,696.32	\$ 2,038.56	\$ 2,544.48
LOCKERK4	\$ 1,503.00	\$ 1,713.42	\$ 2,059.11	\$ 2,570.13
LOCKERK5	\$ 1,520.00	\$ 1,732.80	\$ 2,082.40	\$ 2,599.20
LOCKERK6	\$ 1,520.00	\$ 1,732.80	\$ 2,082.40	\$ 2,599.20
LOCKERK7	\$ 1,536.00	\$ 1,751.04	\$ 2,104.32	\$ 2,626.56
LOCKERK8	\$ 1,552.00	\$ 1,769.28	\$ 2,126.24	\$ 2,653.92
LOCKERK9	\$ 1,568.00	\$ 1,787.52	\$ 2,148.16	\$ 2,681.28
LOCKERL	\$ 92.00	\$ 104.88	\$ 126.04	\$ 157.32
LOCKERM	\$ 92.00	\$ 104.88	\$ 126.04	\$ 157.32
LOCKERN	\$ 83.00	\$ 94.62	\$ 113.71	\$ 141.93
LOCKERO	\$ 83.00	\$ 94.62	\$ 113.71	\$ 141.93
LOCKERP	\$ 74.00	\$ 84.36	\$ 101.38	\$ 126.54
LOCKERQ	\$ 74.00	\$ 84.36	\$ 101.38	\$ 126.54
LOCKERR	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
LOCKER-S	\$ 83.00	\$ 94.62	\$ 113.71	\$ 141.93
LOCKERT	\$ 74.00	\$ 84.36	\$ 101.38	\$ 126.54
LOCKERU	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
LOCKERV	\$ 48.00	\$ 54.72	\$ 65.76	\$ 82.08
LOCKERW	\$ 17.00	\$ 19.38	\$ 23.29	\$ 29.07
LOCKERX	\$ -	\$ -	\$ -	\$ -
LOCKINA3	\$ 148.00	\$ 168.72	\$ 202.76	\$ 346.72
LOCKINF	\$ 278.00	\$ 316.92	\$ 380.86	\$ 651.27
LOCKINQ	\$ 148.00	\$ 168.72	\$ 202.76	\$ 346.72
LOCKINV	\$ 96.00	\$ 109.44	\$ 131.52	\$ 224.90
LOCKSYS1	\$ 2,052.00	\$ 2,339.28	\$ 2,811.24	\$ 3,508.92
LOCKSYS2	\$ 1,891.00	\$ 2,155.74	\$ 2,590.67	\$ 3,233.61
LOCKSYS3	\$ 1,875.00	\$ 2,137.50	\$ 2,568.75	\$ 3,206.25
LOCKSYS4	\$ 1,842.00	\$ 2,099.88	\$ 2,523.54	\$ 3,149.82
LOCKSYS5	\$ 1,730.00	\$ 1,972.20	\$ 2,370.10	\$ 2,958.30
LOCKSYS6	\$ 1,746.00	\$ 1,990.44	\$ 2,392.02	\$ 2,985.66
LOCKSYS7	\$ 2,295.00	\$ 2,616.30	\$ 3,144.15	\$ 3,924.45
LOCKSYS8	\$ 2,181.00	\$ 2,486.34	\$ 2,987.97	\$ 3,729.51
LXAB	\$ 1,144.00	\$ 1,304.16	\$ 1,567.28	\$ 1,956.24
LXAD	\$ 793.00	\$ 904.02	\$ 1,086.41	\$ 1,356.03
LXAE	\$ 699.00	\$ 796.86	\$ 957.63	\$ 1,195.29

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
LXAF	\$ 161.00	\$ 183.54	\$ 220.57	\$ 275.31
LXAG	\$ 280.00	\$ 319.20	\$ 383.60	\$ 478.80
LXAM	\$ 934.00	\$ 1,064.76	\$ 1,279.58	\$ 1,597.14
LXAP	\$ 10,399.00	\$ 11,854.86	\$ 14,246.63	\$ 17,782.29
LXAQ	\$ 10,399.00	\$ 11,854.86	\$ 14,246.63	\$ 17,782.29
LXAX	\$ 1,649.00	\$ 1,879.86	\$ 2,259.13	\$ 2,819.79
LXOB	\$ 1,286.00	\$ 1,466.04	\$ 1,761.82	\$ 2,199.06
LXOD	\$ 888.00	\$ 1,012.32	\$ 1,216.56	\$ 1,518.48
LXOE	\$ 803.00	\$ 915.42	\$ 1,100.11	\$ 1,373.13
LXOF	\$ 154.00	\$ 175.56	\$ 210.98	\$ 263.34
LXOG	\$ 360.00	\$ 410.40	\$ 493.20	\$ 615.60
M020	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
M022	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
M025	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
M02X	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
M03A	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
M03B	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
M03C	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
M03D	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
M05X	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
M065	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
M06A	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
M06B	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
M06C	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
M06X	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
M090	\$ 2,569.00	\$ 2,928.66	\$ 3,519.53	\$ 4,392.99
M093	\$ 2,779.00	\$ 3,168.06	\$ 3,807.23	\$ 4,752.09
M0C0	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
M0E0	\$ 2,291.00	\$ 2,611.74	\$ 3,138.67	\$ 3,917.61
M0E3	\$ 2,501.00	\$ 2,851.14	\$ 3,426.37	\$ 4,276.71
M0L2	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
M0L5	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
M0X3	\$ 3,477.00	\$ 3,963.78	\$ 4,763.49	\$ 5,945.67
M996	\$ -	\$ -	\$ -	\$ -
M997	\$ -	\$ -	\$ -	\$ -
M998	\$ -	\$ -	\$ -	\$ -
MP04	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP06	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
MP08	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
MP0C	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP0R	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP1A	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
MP1C	\$ 88.00	\$ 100.32	\$ 120.56	\$ 150.48
MP1R	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
MP1W	\$ 98.00	\$ 111.72	\$ 134.26	\$ 167.58
MP30	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MP3R	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MP3W	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MP49	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP4D	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
MP4R	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP4W	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP60	\$ 1,148.00	\$ 1,308.72	\$ 1,572.76	\$ 1,963.08
MP70	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MP81	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP8110	\$ 12.00	\$ 13.68	\$ 16.44	\$ 20.52
MP8115	\$ 23.00	\$ 26.22	\$ 31.51	\$ 39.33
MP82	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP8A	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MP8R	\$ 13.00	\$ 14.82	\$ 17.81	\$ 22.23
MP9C	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
MP9G	\$ 108.00	\$ 123.12	\$ 147.96	\$ 184.68
MP9R	\$ 89.00	\$ 101.46	\$ 121.93	\$ 152.19
MPC1	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
MPC4	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MPC5	\$ 148.00	\$ 168.72	\$ 202.76	\$ 253.08
MPCJ	\$ 63.00	\$ 71.82	\$ 86.31	\$ 107.73
MPCR	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
MPR1	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
MPR2	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MPR4	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MPRR	\$ 461.00	\$ 525.54	\$ 631.57	\$ 788.31
MPRS	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MPRT	\$ 575.00	\$ 655.50	\$ 787.75	\$ 983.25
MS1R	\$ 372.00	\$ 424.08	\$ 509.64	\$ 636.12
MS2R	\$ 798.00	\$ 909.72	\$ 1,093.26	\$ 1,364.58
MS30	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MS3R	\$ 2,252.00	\$ 2,567.28	\$ 3,085.24	\$ 3,850.92
MSD1	\$ -	\$ -	\$ -	\$ -
MSD2	\$ -	\$ -	\$ -	\$ -
MSDR	\$ -	\$ -	\$ -	\$ -
MSDS	\$ -	\$ -	\$ -	\$ -
MSF1	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
MSF2	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
MSF3	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38
MSF4	\$ 253.63	\$ 289.14	\$ 347.47	\$ 433.71
MSF5	\$ 612.54	\$ 698.30	\$ 839.18	\$ 1,047.44
MSF6	\$ 1,707.24	\$ 1,946.25	\$ 2,338.92	\$ 2,919.38

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
MSPR	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
MSPS	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
MT30	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MT3W	\$ 211.00	\$ 240.54	\$ 289.07	\$ 360.81
MT49	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT4W	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT70	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT73	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
MT7W	\$ 272.00	\$ 310.08	\$ 372.64	\$ 465.12
OCRS	\$ 390.00	\$ 444.60	\$ 534.30	\$ 666.90
OM306	\$ 1,560.00	\$ 1,778.40	\$ 2,137.20	\$ 2,667.60
OM306S	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
OMCONV	\$ 167.00	\$ 190.38	\$ 228.79	\$ 285.57
OMPRINT	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
OMSTAT	\$ 125.00	\$ 142.50	\$ 171.25	\$ 213.75
P9L6	\$ 66.00	\$ 75.24	\$ 90.42	\$ 112.86
PPXA	\$ 497.00	\$ 566.58	\$ 680.89	\$ 849.87
PR96	\$ -	\$ -	\$ -	\$ -
PR97	\$ -	\$ -	\$ -	\$ -
PRG1	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
PTK4	\$ -	\$ -	\$ -	\$ -
PTK6	\$ -	\$ -	\$ -	\$ -
R760	\$ 1,348.00	\$ 1,536.72	\$ 1,846.76	\$ 3,157.96
RDW10	\$ 3,482.00	\$ 3,969.48	\$ 4,770.34	\$ 8,157.28
RDYG	\$ 135.00	\$ 153.90	\$ 184.95	\$ 316.26
RF7A0	\$ 3,873.00	\$ 4,415.22	\$ 5,306.01	\$ 6,622.83
RS11	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
RS11R	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
S-7358	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
SBBG	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBBH	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBBW	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBBX	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBDJ	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBDS	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
SBGP	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBGS	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBJC	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJD	\$ 1,159.00	\$ 1,321.26	\$ 1,587.83	\$ 1,981.89
SBJE	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJF	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJG	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBJH	\$ 1,159.00	\$ 1,321.26	\$ 1,587.83	\$ 1,981.89
SBJZ	\$ 2,084.00	\$ 2,375.76	\$ 2,855.08	\$ 3,563.64

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SBLJ	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
SBLK	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBLL	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBLM	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBLN	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBNG	\$ 2,291.00	\$ 2,611.74	\$ 3,138.67	\$ 3,917.61
SBNH	\$ 2,291.00	\$ 2,611.74	\$ 3,138.67	\$ 3,917.61
SBNJ	\$ 2,956.00	\$ 3,369.84	\$ 4,049.72	\$ 5,054.76
SBNK	\$ 2,569.00	\$ 2,928.66	\$ 3,519.53	\$ 4,392.99
SBNP	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBNR	\$ 3,546.00	\$ 4,042.44	\$ 4,858.02	\$ 6,063.66
SBNS	\$ 3,546.00	\$ 4,042.44	\$ 4,858.02	\$ 6,063.66
SBNT	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBNU	\$ 3,546.00	\$ 4,042.44	\$ 4,858.02	\$ 6,063.66
SBNV	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBNW	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBNX	\$ 3,448.00	\$ 3,930.72	\$ 4,723.76	\$ 5,896.08
SBNY	\$ 3,933.00	\$ 4,483.62	\$ 5,388.21	\$ 6,725.43
SBNZ	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SBPG	\$ 3,933.00	\$ 4,483.62	\$ 5,388.21	\$ 6,725.43
SBPJ	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
SBRL	\$ 2,569.00	\$ 2,928.66	\$ 3,519.53	\$ 4,392.99
SBRM	\$ 3,235.00	\$ 3,687.90	\$ 4,431.95	\$ 5,531.85
SBRN	\$ 2,881.00	\$ 3,284.34	\$ 3,946.97	\$ 4,926.51
SBSN	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBSP	\$ 393.00	\$ 448.02	\$ 538.41	\$ 672.03
SBSV	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBSX	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBTA	\$ -	\$ -	\$ -	\$ -
SBTB	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTC	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTD	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTE	\$ 660.00	\$ 752.40	\$ 904.20	\$ 1,128.60
SBTF	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
SBTG	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTH	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
SBTR	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
SBTS	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
SBTT	\$ 1,345.00	\$ 1,533.30	\$ 1,842.65	\$ 2,299.95
SBTU	\$ 1,555.00	\$ 1,772.70	\$ 2,130.35	\$ 2,659.05
SBUD	\$ 439.00	\$ 500.46	\$ 601.43	\$ 750.69
SBVK	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBVL	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBWN	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SBWP	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SBWR	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SBWS	\$ 991.00	\$ 1,129.74	\$ 1,357.67	\$ 1,694.61
SBWT	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBWU	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBWV	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SBWW	\$ 1,159.00	\$ 1,321.26	\$ 1,587.83	\$ 1,981.89
SBXB	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBXC	\$ 30.00	\$ 34.20	\$ 41.10	\$ 51.30
SBXE	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBXF	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBXG	\$ 152.00	\$ 173.28	\$ 208.24	\$ 259.92
SBYD	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBYE	\$ 393.00	\$ 448.02	\$ 538.41	\$ 672.03
SBYM	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYN	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYP	\$ -	\$ -	\$ -	\$ -
SBYR	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYS	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYT	\$ 278.00	\$ 316.92	\$ 380.86	\$ 475.38
SBYU	\$ 399.00	\$ 454.86	\$ 546.63	\$ 682.29
SBYV	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
SBYW	\$ -	\$ -	\$ -	\$ -
SBYY	\$ -	\$ -	\$ -	\$ -
SBZB	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SBZC	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZD	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZE	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZF	\$ 1,684.00	\$ 1,919.76	\$ 2,307.08	\$ 2,879.64
SBZG	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZH	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZJ	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZK	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SBZX	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
SC85	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
SDIM	\$ 1,326.00	\$ 1,511.64	\$ 1,816.62	\$ 2,267.46
SFAL	\$ 497.00	\$ 566.58	\$ 680.89	\$ 849.87
SFAM	\$ 697.00	\$ 794.58	\$ 954.89	\$ 1,191.87
SFCC	\$ 2,643.00	\$ 3,013.02	\$ 3,620.91	\$ 4,519.53
SFCG	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SFDA	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SFDB	\$ 955.00	\$ 1,088.70	\$ 1,308.35	\$ 1,633.05
SFDD	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SFDE	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SFDF	\$ 991.00	\$ 1,129.74	\$ 1,357.67	\$ 1,694.61
SFDG	\$ 955.00	\$ 1,088.70	\$ 1,308.35	\$ 1,633.05
SFDH	\$ 955.00	\$ 1,088.70	\$ 1,308.35	\$ 1,633.05
SFDJ	\$ 1,165.00	\$ 1,328.10	\$ 1,596.05	\$ 1,992.15
SFRA	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SFRF	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SFRN	\$ 3,268.00	\$ 3,725.52	\$ 4,477.16	\$ 5,588.28
SFXA	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SH0B	\$ 39.00	\$ 44.46	\$ 53.43	\$ 66.69
SHOC	\$ 39.00	\$ 44.46	\$ 53.43	\$ 66.69
SH10A	\$ 39.00	\$ 44.46	\$ 53.43	\$ 66.69
SH11A	\$ 110.00	\$ 125.40	\$ 150.70	\$ 188.10
SH12A	\$ 277.00	\$ 315.78	\$ 379.49	\$ 473.67
SH13	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SH13A	\$ 384.00	\$ 437.76	\$ 526.08	\$ 656.64
SH14	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
SH14A	\$ 607.00	\$ 691.98	\$ 831.59	\$ 1,037.97
SH16	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
SH19	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
SH1B	\$ 110.00	\$ 125.40	\$ 150.70	\$ 188.10
SH21	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SH22	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
SH26	\$ 54.00	\$ 61.56	\$ 73.98	\$ 92.34
SH31	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SH32	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
SH33	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
SH3B	\$ 384.00	\$ 437.76	\$ 526.08	\$ 656.64
SH3C	\$ 384.00	\$ 437.76	\$ 526.08	\$ 656.64
SH56	\$ 245.00	\$ 279.30	\$ 335.65	\$ 418.95
SH5A	\$ 76.00	\$ 86.64	\$ 104.12	\$ 129.96
SH66	\$ 379.00	\$ 432.06	\$ 519.23	\$ 648.09
SH6A	\$ 193.00	\$ 220.02	\$ 264.41	\$ 330.03
SH75	\$ 627.00	\$ 714.78	\$ 858.99	\$ 1,072.17
SH76	\$ 1,032.00	\$ 1,176.48	\$ 1,413.84	\$ 1,764.72
SH7A	\$ 452.00	\$ 515.28	\$ 619.24	\$ 772.92
SH8A	\$ 627.00	\$ 714.78	\$ 858.99	\$ 1,072.17
SH9A	\$ 816.00	\$ 930.24	\$ 1,117.92	\$ 1,395.36
SHCO	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SHG6	\$ 452.00	\$ 515.28	\$ 619.24	\$ 772.92
SHG7	\$ 816.00	\$ 930.24	\$ 1,117.92	\$ 1,395.36
SL19	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
SL20	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
SL21	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SL22	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
SL30	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SL32	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
SL33	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
SL39	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SL91	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SL9M	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SL-SPM8	\$ -	\$ -	\$ -	\$ -
SLWW	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SOCR	\$ 390.00	\$ 444.60	\$ 534.30	\$ 666.90
SPE19	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
SPE20	\$ 219.00	\$ 249.66	\$ 300.03	\$ 374.49
SPE21	\$ 180.00	\$ 205.20	\$ 246.60	\$ 307.80
SPE22	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
SPE30	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SPE32	\$ 347.00	\$ 395.58	\$ 475.39	\$ 593.37
SPE33	\$ 354.00	\$ 403.56	\$ 484.98	\$ 605.34
SPE39	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SPE91	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
SPE-JP85	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
SPE-JR64	\$ 336.00	\$ 383.04	\$ 460.32	\$ 574.56
SPE-JR76	\$ 246.00	\$ 280.44	\$ 337.02	\$ 420.66
SPE-OCR	\$ 390.00	\$ 444.60	\$ 534.30	\$ 666.90
SPE-SDIM	\$ 884.00	\$ 1,007.76	\$ 1,211.08	\$ 1,511.64
SPE-SPM8	\$ -	\$ -	\$ -	\$ -
SPE-T332	\$ 328.00	\$ 373.92	\$ 449.36	\$ 560.88
SPE-T539	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
SPE-T6WE	\$ 17.00	\$ 19.38	\$ 23.29	\$ 29.07
SPE-T7WE	\$ 16.60	\$ 18.92	\$ 22.74	\$ 28.89
SPTA-1	\$ 541.00	\$ 616.74	\$ 741.17	\$ 925.11
SPTB	\$ 45.00	\$ 51.30	\$ 61.65	\$ 76.95
SPTS	\$ 45.00	\$ 51.30	\$ 61.65	\$ 76.95
SPTW	\$ 45.00	\$ 51.30	\$ 61.65	\$ 76.95
SPY8	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SPY9	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
SVAG	\$ 780.00	\$ 889.20	\$ 1,068.60	\$ 1,333.80
SVAJ	\$ 950.00	\$ 1,083.00	\$ 1,301.50	\$ 1,624.50
SVAL	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SVBA	\$ 189.00	\$ 215.46	\$ 258.93	\$ 323.19
SVBB	\$ 389.00	\$ 443.46	\$ 532.93	\$ 665.19
SVBG	\$ 1,874.00	\$ 2,136.36	\$ 2,567.38	\$ 3,204.54
SVDF	\$ 87.00	\$ 99.18	\$ 119.19	\$ 148.77
SVXA	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
SVXB	\$ 608.00	\$ 693.12	\$ 832.96	\$ 1,039.68
SVXC	\$ 1,070.00	\$ 1,219.80	\$ 1,465.90	\$ 1,829.70

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
T124	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T12B	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T310	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
T312	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
T313	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
T319	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
T320	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
T321	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
T322	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
T327	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
T330	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
T331	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
T332	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
T339	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
T530	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
T531	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
T534	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
T536	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
T538	\$ 192.00	\$ 218.88	\$ 263.04	\$ 328.32
T539	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
T542	\$ 378.00	\$ 430.92	\$ 517.86	\$ 646.38
T5CE	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5EA	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5ET	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5HP	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
T5MP	\$ 241.00	\$ 274.74	\$ 330.17	\$ 412.11
T5P4	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T5PP	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
T5R0	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T5T0	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
T5T8	\$ 192.00	\$ 218.88	\$ 263.04	\$ 328.32
T5T9	\$ 450.00	\$ 513.00	\$ 616.50	\$ 769.50
T5UM	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T5WM	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T6ME	\$ 610.00	\$ 695.40	\$ 835.70	\$ 1,043.10
T6MS	\$ 58.00	\$ 66.12	\$ 79.46	\$ 99.18
T742	\$ 413.00	\$ 470.82	\$ 565.81	\$ 706.23
T746	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T747	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T762	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
T764	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
T764VISA	\$ 234.00	\$ 266.76	\$ 320.58	\$ 400.14
T765	\$ 610.00	\$ 695.40	\$ 835.70	\$ 1,043.10
T765VISA	\$ 610.00	\$ 695.40	\$ 835.70	\$ 1,043.10

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
T7WE	\$ 18.00	\$ 20.52	\$ 24.66	\$ 42.17
T853	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
T855	\$ 480.00	\$ 547.20	\$ 657.60	\$ 820.80
TI01	\$ 225.00	\$ 256.50	\$ 308.25	\$ 384.75
TI02	\$ 325.00	\$ 370.50	\$ 445.25	\$ 555.75
TI03	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI0E	\$ 506.00	\$ 576.84	\$ 693.22	\$ 865.26
TI0H	\$ 759.00	\$ 865.26	\$ 1,039.83	\$ 1,297.89
TI10	\$ 451.00	\$ 514.14	\$ 617.87	\$ 771.21
TI11	\$ 537.00	\$ 612.18	\$ 735.69	\$ 918.27
TI20	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
TI23	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI24	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI25	\$ 999.00	\$ 1,138.86	\$ 1,368.63	\$ 1,708.29
TI2D	\$ 1,287.00	\$ 1,467.18	\$ 1,763.19	\$ 2,200.77
TI30	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
TI35	\$ 1,373.00	\$ 1,565.22	\$ 1,881.01	\$ 2,347.83
TI40	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
TI45	\$ 1,872.00	\$ 2,134.08	\$ 2,564.64	\$ 3,201.12
TI50	\$ 2,552.00	\$ 2,909.28	\$ 3,496.24	\$ 4,363.92
TI5P	\$ 362.00	\$ 412.68	\$ 495.94	\$ 619.02
TI60	\$ 3,617.00	\$ 4,123.38	\$ 4,955.29	\$ 6,185.07
TI6P	\$ 863.00	\$ 983.82	\$ 1,182.31	\$ 1,475.73
TI70	\$ 4,508.00	\$ 5,139.12	\$ 6,175.96	\$ 7,708.68
TI80	\$ 5,994.00	\$ 6,833.16	\$ 8,211.78	\$ 10,249.74
TI90	\$ -	\$ -	\$ -	\$ -
TI92	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI93	\$ 487.00	\$ 555.18	\$ 667.19	\$ 832.77
TI99	\$ 9,862.00	\$ 11,242.68	\$ 13,510.94	\$ 16,864.02
TI9B	\$ 3,742.00	\$ 4,265.88	\$ 5,126.54	\$ 6,398.82
TI9C	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
TI9E	\$ 3,334.00	\$ 3,800.76	\$ 4,567.58	\$ 5,701.14
TI9F	\$ 690.00	\$ 786.60	\$ 945.30	\$ 1,179.90
TI9G	\$ 778.00	\$ 886.92	\$ 1,065.86	\$ 1,330.38
TI9J	\$ 1,129.00	\$ 1,287.06	\$ 1,546.73	\$ 1,930.59
TI9P	\$ 362.00	\$ 412.68	\$ 495.94	\$ 619.02
TIAT	\$ -	\$ -	\$ -	\$ -
TIBB	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
TIBD	\$ 251.00	\$ 286.14	\$ 343.87	\$ 429.21
TIHC	\$ 976.00	\$ 1,112.64	\$ 1,337.12	\$ 1,668.96
TIRM	\$ 421.00	\$ 479.94	\$ 576.77	\$ 719.91
TIRS	\$ 181.00	\$ 206.34	\$ 247.97	\$ 309.51
TIRX	\$ 1,098.00	\$ 1,251.72	\$ 1,504.26	\$ 1,877.58
TIRY	\$ 1,287.00	\$ 1,467.18	\$ 1,763.19	\$ 2,200.77

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
TIVP	\$ 181.00	\$ 206.34	\$ 247.97	\$ 309.51
V310	\$ 248.00	\$ 282.72	\$ 339.76	\$ 424.08
V312	\$ 350.00	\$ 399.00	\$ 479.50	\$ 598.50
V319	\$ 429.00	\$ 489.06	\$ 587.73	\$ 733.59
V320	\$ 337.00	\$ 384.18	\$ 461.69	\$ 576.27
V321	\$ 182.00	\$ 207.48	\$ 249.34	\$ 311.22
VS44	\$ 720.00	\$ 820.80	\$ 986.40	\$ 1,231.20
VS45	\$ 488.00	\$ 556.32	\$ 668.56	\$ 834.48
VS46	\$ 377.00	\$ 429.78	\$ 516.49	\$ 644.67
W35R	\$ 679.00	\$ 774.06	\$ 930.23	\$ 1,161.09
W360	\$ 2,125.00	\$ 2,422.50	\$ 2,911.25	\$ 3,633.75
W36F	\$ 341.00	\$ 388.74	\$ 467.17	\$ 583.11
W546	\$ 596.00	\$ 679.44	\$ 816.52	\$ 1,019.16
W56D	\$ 596.00	\$ 679.44	\$ 816.52	\$ 1,019.16
W592	\$ 129.00	\$ 147.06	\$ 176.73	\$ 220.59
W593	\$ 501.00	\$ 571.14	\$ 686.37	\$ 856.71
W760	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W763	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W764	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
W76C	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W76R	\$ 229.00	\$ 261.06	\$ 313.73	\$ 391.59
W823	\$ 1,200.00	\$ 1,368.00	\$ 1,644.00	\$ 2,052.00
W824	\$ 1,200.00	\$ 1,368.00	\$ 1,644.00	\$ 2,052.00
W833	\$ 1,079.00	\$ 1,230.06	\$ 1,478.23	\$ 1,845.09
W853	\$ 128.00	\$ 145.92	\$ 175.36	\$ 218.88
W85R	\$ 128.00	\$ 145.92	\$ 175.36	\$ 218.88
W863	\$ 215.00	\$ 245.10	\$ 294.55	\$ 367.65
W983	\$ 351.00	\$ 400.14	\$ 480.87	\$ 600.21
W985	\$ 340.00	\$ 387.60	\$ 465.80	\$ 581.40
WF8A	\$ 1,221.00	\$ 1,391.94	\$ 1,672.77	\$ 2,087.91
WF9A	\$ 965.00	\$ 1,100.10	\$ 1,322.05	\$ 1,650.15
WF9S	\$ -	\$ -	\$ -	\$ -
WH51	\$ 1,064.00	\$ 1,212.96	\$ 1,457.68	\$ 1,819.44
WH52	\$ 1,810.00	\$ 2,063.40	\$ 2,479.70	\$ 3,095.10
WH53	\$ 2,642.00	\$ 3,011.88	\$ 3,619.54	\$ 4,517.82
WH55	\$ 357.00	\$ 406.98	\$ 489.09	\$ 610.47
WP70	\$ 559.00	\$ 637.26	\$ 765.83	\$ 955.89
WP77	\$ -	\$ -	\$ -	\$ -
WP7C	\$ 332.00	\$ 378.48	\$ 454.84	\$ 567.72
WP9E	\$ 5,953.00	\$ 6,786.42	\$ 8,155.61	\$ 10,179.63
WP9M	\$ 2,165.00	\$ 2,468.10	\$ 2,966.05	\$ 3,702.15
WPVG	\$ 5,469.00	\$ 6,234.66	\$ 7,492.53	\$ 9,351.99
WPVH	\$ 4,712.00	\$ 5,371.68	\$ 6,455.44	\$ 8,057.52
WPVJ	\$ 4,333.00	\$ 4,939.62	\$ 5,936.21	\$ 7,409.43

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
WPVK	\$ 3,323.00	\$ 3,788.22	\$ 4,552.51	\$ 5,682.33
WPVM	\$ 2,945.00	\$ 3,357.30	\$ 4,034.65	\$ 5,035.95
WPVU	\$ 1,490.00	\$ 1,698.60	\$ 2,041.30	\$ 2,547.90
WPVY	\$ 1,047.00	\$ 1,193.58	\$ 1,434.39	\$ 1,790.37
WPVZ	\$ 2,108.00	\$ 2,403.12	\$ 2,887.96	\$ 3,604.68
WPWJ	\$ 1,047.00	\$ 1,193.58	\$ 1,434.39	\$ 1,790.37
WPWK	\$ 2,108.00	\$ 2,403.12	\$ 2,887.96	\$ 3,604.68
WPYA	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYD	\$ 1,475.00	\$ 1,681.50	\$ 2,020.75	\$ 2,522.25
WPYK	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYN	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYP	\$ 3,036.00	\$ 3,461.04	\$ 4,159.32	\$ 5,191.56
WPYQ	\$ 3,847.00	\$ 4,385.58	\$ 5,270.39	\$ 6,578.37
WPYT	\$ 3,036.00	\$ 3,461.04	\$ 4,159.32	\$ 5,191.56
WPZA	\$ 4,886.00	\$ 5,570.04	\$ 6,693.82	\$ 8,355.06
WPZB	\$ 5,698.00	\$ 6,495.72	\$ 7,806.26	\$ 9,743.58
WPZC	\$ 4,886.00	\$ 5,570.04	\$ 6,693.82	\$ 8,355.06
WPZD	\$ 5,698.00	\$ 6,495.72	\$ 7,806.26	\$ 9,743.58
WPZH	\$ 260.00	\$ 296.40	\$ 356.20	\$ 444.60
WPZK	\$ 1,475.00	\$ 1,681.50	\$ 2,020.75	\$ 2,522.25
WPZM	\$ 1,475.00	\$ 1,681.50	\$ 2,020.75	\$ 2,522.25
WPZQ	\$ 1,037.00	\$ 1,182.18	\$ 1,420.69	\$ 1,773.27
WPZR	\$ 1,037.00	\$ 1,182.18	\$ 1,420.69	\$ 1,773.27
WPZT	\$ 2,148.00	\$ 2,448.72	\$ 2,942.76	\$ 3,673.08
WPZU	\$ 2,148.00	\$ 2,448.72	\$ 2,942.76	\$ 3,673.08
WS5A	\$ 1,600.00	\$ 1,824.00	\$ 2,192.00	\$ 2,736.00
WS7A	\$ 1,992.00	\$ 2,270.88	\$ 2,729.04	\$ 3,406.32
Y20R	\$ -	\$ -	\$ -	\$ -
Y235B	\$ -	\$ -	\$ -	\$ -
Y235T	\$ -	\$ -	\$ -	\$ -
Y23A	\$ 590.00	\$ 672.60	\$ 808.30	\$ 1,382.19
Y23C	\$ -	\$ -	\$ -	\$ -
Y23N	\$ -	\$ -	\$ -	\$ -
Y244C	\$ -	\$ -	\$ -	\$ -
Y25ET	\$ 2,078.76	\$ 2,369.79	\$ 2,847.90	\$ 4,869.91
Y31E	\$ 852.00	\$ 971.28	\$ 1,167.24	\$ 1,995.98
Y31G	\$ 1,153.00	\$ 1,314.42	\$ 1,579.61	\$ 1,971.63
Y31J	\$ 636.00	\$ 725.04	\$ 871.32	\$ 1,489.96
Y320	\$ 2,704.00	\$ 3,082.56	\$ 3,704.48	\$ 6,334.66
Y36F	\$ 349.00	\$ 397.86	\$ 478.13	\$ 817.60
Y370	\$ 5,416.00	\$ 6,174.24	\$ 7,419.92	\$ 12,688.06
Y371	\$ 5,300.00	\$ 6,042.00	\$ 7,261.00	\$ 12,416.31
Z601	\$ 820.00	\$ 934.80	\$ 1,123.40	\$ 1,402.20
Z604	\$ 689.00	\$ 785.46	\$ 943.93	\$ 1,178.19

PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM COMMERCIAL MSRP PRICING - NASPO WILL RECEIVE 20% OFF PRICES BELOW (except Di2000 items "ZXxx", "Dixx", "Y2xx", "Y3xx", "RDxx", "R7xx", "F8xx", "DMIV2xx", "IAxx")

SLA ITEM	Age 1 LIST_PRICE	AGE 2 (49-72 mo)	AGE 3 (73-96 mo)	AGE 4 (97 and older mo)
ZX0T	\$ 12,800.00	\$ 14,592.00	\$ 17,536.00	\$ 21,888.00
ZX0U	\$ 11,606.00	\$ 13,230.84	\$ 15,900.22	\$ 19,846.26
ZX75	\$ 2,789.00	\$ 3,179.46	\$ 3,820.93	\$ 4,769.19
ZX76	\$ 478.00	\$ 544.92	\$ 654.86	\$ 817.38
ZX77	\$ 3,679.00	\$ 4,194.06	\$ 5,040.23	\$ 6,291.09
ZX78	\$ 1,222.00	\$ 1,393.08	\$ 1,674.14	\$ 2,089.62
ZX79	\$ 2,893.00	\$ 3,298.02	\$ 3,963.41	\$ 4,947.03
ZX80	\$ 1,534.00	\$ 1,748.76	\$ 2,101.58	\$ 2,623.14
ZX81	\$ 3,205.00	\$ 3,653.70	\$ 4,390.85	\$ 5,480.55
ZX82	\$ 463.00	\$ 527.82	\$ 634.31	\$ 791.73
ZX84	\$ 3,328.00	\$ 3,793.92	\$ 4,559.36	\$ 5,690.88
ZX85	\$ -	\$ -	\$ -	\$ -
ZX86	\$ 396.00	\$ 451.44	\$ 542.52	\$ 677.16
ZX87	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
ZX88	\$ 832.00	\$ 948.48	\$ 1,139.84	\$ 1,422.72
ZX89	\$ 832.00	\$ 948.48	\$ 1,139.84	\$ 1,422.72
ZX90	\$ 590.00	\$ 672.60	\$ 808.30	\$ 1,008.90
ZX91	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
ZX92	\$ 366.00	\$ 417.24	\$ 501.42	\$ 625.86
ZX93	\$ 1,124.00	\$ 1,281.36	\$ 1,539.88	\$ 1,922.04
ZX95	\$ 2,080.00	\$ 2,371.20	\$ 2,849.60	\$ 3,556.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
BM10	\$ 153.60
BM52	\$ 519.20
BMS1	\$ 987.20
BMS2	\$ 566.40
BMS3	\$ 519.20
CRM1	\$ 998.40
CRM2	\$ 998.40
CRM4	\$ 332.80
CRM7	\$ 998.40
CRM8	\$ 998.40
CRMB	\$ 540.80
CRMC	\$ 998.40
CRMR	\$ 998.40
DI9P	\$ 300.00
DSAF	\$ 1,198.40
ESAR	\$ 200.00
ESBM	\$ 200.00
ESFT	\$ 200.00
ESPP	\$ 200.00
ESPS	\$ 124.80
ESSM	\$ 200.00
ESSS	\$ 200.00
ESSX	\$ 200.00
F9YG	\$ 699.20
LSKA	\$ 400.00
MCK1	\$ 925.60
MCKA	\$ 112.80
MCKD	\$ 63.20
MCKM	\$ 112.80
MCKU	\$ 63.20
MCKZ	\$ 876.80
MP60	\$ 2,496.00
PSSA	\$ 2,246.40
PSSB	\$ 4,492.80
PSSC	\$ 1,580.80
PSSS	\$ 1,600.00
SCR1	\$ 998.40
SCR2	\$ 332.80
SCR3	\$ 540.80
SFP1	\$ 95.20
SFP2	\$ 202.40
SFPC	\$ 1,264.80
SFPE	\$ 3,161.60
SFPL	\$ 948.80
SFPT	\$ 632.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SFPV	\$ 228.00
SFPX	\$ 316.80
SGB1	\$ 90.40
SGB2	\$ 180.00
SGBC	\$ 1,198.40
SGBE	\$ 2,995.20
SGBL	\$ 899.20
SGBT	\$ 599.20
SGBV	\$ 216.00
SGBX	\$ 300.00
SGC1	\$ 95.20
SGC2	\$ 202.40
SGCC	\$ 1,264.80
SGCE	\$ 3,161.60
SGCL	\$ 948.80
SGCT	\$ 632.80
SGCV	\$ 228.00
SGCX	\$ 316.80
SGDV	\$ 1,123.20
SGF1	\$ 1,423.20
SGF2	\$ 2,371.20
SGFC	\$ 15,808.00
SGFE	\$ 15,808.00
SGFL	\$ 14,227.20
SGFT	\$ 11,856.00
SGFV	\$ 4,742.40
SGFX	\$ 7,904.00
SGK1	\$ 142.40
SGK2	\$ 237.60
SGKC	\$ 3,161.60
SGKE	\$ 3,952.00
SGKL	\$ 2,371.20
SGKT	\$ 1,580.80
SGKV	\$ 474.40
SGKX	\$ 790.40
SGL1	\$ 142.40
SGL2	\$ 237.60
SGLC	\$ 3,161.60
SGLE	\$ 3,952.00
SGLL	\$ 2,371.20
SGLT	\$ 1,580.80
SGLV	\$ 474.40
SGLX	\$ 790.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SGM1	\$ 135.20
SGM2	\$ 224.80
SGMC	\$ 1,264.80
SGME	\$ 3,161.60
SGML	\$ 948.80
SGMT	\$ 632.80
SGMV	\$ 228.00
SGMX	\$ 316.80
SGN1	\$ 142.40
SGN2	\$ 237.60
SGNC	\$ 3,161.60
SGNE	\$ 3,952.00
SGNL	\$ 2,371.20
SGNT	\$ 1,580.80
SGNV	\$ 474.40
SGNX	\$ 790.40
SGS1	\$ 142.40
SGS2	\$ 237.60
SGSC	\$ 3,161.60
SGSE	\$ 3,952.00
SGSL	\$ 2,371.20
SGST	\$ 1,580.80
SGSV	\$ 474.40
SGSX	\$ 790.40
SGT1	\$ 142.40
SGT2	\$ 237.60
SGTC	\$ 3,161.60
SGTE	\$ 3,952.00
SGTL	\$ 2,371.20
SGTT	\$ 1,580.80
SGTV	\$ 474.40
SGTX	\$ 790.40
SGW1	\$ 95.20
SGW2	\$ 202.40
SGWC	\$ 1,264.80
SGWE	\$ 3,161.60
SGWL	\$ 948.80
SGWT	\$ 632.80
SGWV	\$ 228.00
SGWX	\$ 316.80
SHA1	\$ 790.40
SHA2	\$ 1,185.60
SHAC	\$ 3,952.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SHAE	\$ 3,952.00
SHAL	\$ 3,952.00
SHAT	\$ 3,161.60
SHAV	\$ 1,580.80
SHAX	\$ 2,371.20
SHC1	\$ 95.20
SHC2	\$ 180.00
SHCC	\$ 1,198.40
SHCE	\$ 3,161.60
SHCL	\$ 899.20
SHCT	\$ 632.80
SHCV	\$ 228.00
SHCX	\$ 316.80
SHD1	\$ 95.20
SHD2	\$ 190.40
SHDC	\$ 1,198.40
SHDE	\$ 3,161.60
SHDL	\$ 899.20
SHDT	\$ 632.80
SHDV	\$ 228.00
SHDX	\$ 316.80
SHH1	\$ 948.80
SHH2	\$ 1,423.20
SHHC	\$ 4,742.40
SHHE	\$ 4,742.40
SHHL	\$ 4,742.40
SHHT	\$ 3,794.40
SHHV	\$ 1,897.60
SHHX	\$ 2,845.60
SHL1	\$ 95.20
SHL2	\$ 142.40
SHLC	\$ 1,580.80
SHLE	\$ 3,161.60
SHLL	\$ 948.80
SHLT	\$ 632.80
SHLV	\$ 237.60
SHLX	\$ 316.80
SHN1	\$ 142.40
SHN2	\$ 237.60
SHNC	\$ 3,161.60
SHNE	\$ 3,952.00
SHNL	\$ 2,371.20
SHNT	\$ 1,580.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SHNV	\$ 474.40
SHNX	\$ 790.40
SHP1	\$ 95.20
SHP2	\$ 180.00
SHPC	\$ 1,198.40
SHPE	\$ 3,161.60
SHPL	\$ 899.20
SHPT	\$ 632.80
SHPV	\$ 228.00
SHPX	\$ 316.80
SHR1	\$ 142.40
SHR2	\$ 237.60
SHRC	\$ 3,161.60
SHRE	\$ 3,952.00
SHRL	\$ 2,371.20
SHRT	\$ 1,580.80
SHRV	\$ 474.40
SHRX	\$ 790.40
SHT1	\$ 142.40
SHT2	\$ 237.60
SHTC	\$ 3,161.60
SHTE	\$ 3,952.00
SHTL	\$ 2,371.20
SHTT	\$ 1,580.80
SHTV	\$ 474.40
SHTX	\$ 790.40
SHV1	\$ 135.20
SHV2	\$ 224.80
SHVL	\$ 2,246.40
SHVT	\$ 1,497.60
SHVV	\$ 449.60
SHVX	\$ 748.80
SHW1	\$ 135.20
SHW2	\$ 224.80
SHWL	\$ 2,246.40
SHWT	\$ 1,497.60
SHWV	\$ 449.60
SHWX	\$ 748.80
SHX1	\$ 1,348.00
SHX2	\$ 1,797.60
SHXL	\$ 11,232.00
SHXT	\$ 8,424.00
SHXV	\$ 3,369.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SHXX	\$ 4,492.80
SHY1	\$ 748.80
SHY2	\$ 899.20
SHYL	\$ 2,246.40
SHYT	\$ 1,872.00
SHYV	\$ 1,123.20
SHYX	\$ 1,497.60
SHZ1	\$ 748.80
SHZ2	\$ 899.20
SHZL	\$ 2,246.40
SHZT	\$ 1,872.00
SHZV	\$ 1,123.20
SHZX	\$ 1,497.60
SLAV	\$ 83.20
SLB1	\$ 135.20
SLB2	\$ 269.60
SLBA	\$ 135.20
SLBC	\$ 1,797.60
SLBE	\$ 3,161.60
SLBL	\$ 1,348.00
SLBT	\$ 899.20
SLBV	\$ 324.00
SLBX	\$ 449.60
SLC1	\$ 449.60
SLC2	\$ 748.80
SLCA	\$ 325.60
SLCC	\$ 316.80
SLCE	\$ 7,488.00
SLCL	\$ 2,995.20
SLCT	\$ 2,246.40
SLCV	\$ 1,123.20
SLCX	\$ 1,497.60
SLD1	\$ 1,423.20
SLD2	\$ 2,371.20
SLDC	\$ 15,808.00
SLDE	\$ 15,808.00
SLDL	\$ 14,227.20
SLDT	\$ 11,856.00
SLDV	\$ 4,742.40
SLDX	\$ 7,904.00
SLER	\$ 28.80
SLF1	\$ 135.20
SLF2	\$ 224.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SLFC	\$ 2,995.20
SLFE	\$ 3,744.00
SLFL	\$ 2,246.40
SLFT	\$ 1,497.60
SLFV	\$ 449.60
SLFX	\$ 748.80
SLG1	\$ 135.20
SLG2	\$ 224.80
SLGC	\$ 2,995.20
SLGE	\$ 3,744.00
SLGL	\$ 2,246.40
SLGT	\$ 1,497.60
SLGV	\$ 449.60
SLGX	\$ 748.80
SLH1	\$ 790.40
SLH2	\$ 1,185.60
SLHC	\$ 3,952.00
SLHE	\$ 3,952.00
SLHL	\$ 3,952.00
SLHT	\$ 3,161.60
SLHV	\$ 1,580.80
SLHX	\$ 2,371.20
SLJ1	\$ 1,348.00
SLJ2	\$ 2,246.40
SLJC	\$ 14,976.00
SLJE	\$ 14,976.00
SLJL	\$ 13,478.40
SLJT	\$ 11,232.00
SLJV	\$ 4,492.80
SLJX	\$ 7,488.00
SLK1	\$ 1,348.00
SLK2	\$ 2,696.00
SLKC	\$ 14,976.00
SLKE	\$ 14,976.00
SLKL	\$ 13,478.40
SLKT	\$ 8,985.60
SLKV	\$ 3,235.20
SLKX	\$ 4,492.80
SLL1	\$ 1,423.20
SLL2	\$ 2,696.00
SLLC	\$ 15,808.00
SLL E	\$ 15,808.00
SLLL	\$ 14,227.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SLLT	\$ 11,856.00
SLLV	\$ 4,742.40
SLLX	\$ 7,904.00
SLM1	\$ 1,348.00
SLM2	\$ 2,246.40
SLMC	\$ 14,976.00
SLME	\$ 14,976.00
SLML	\$ 13,478.40
SLMT	\$ 11,232.00
SLMV	\$ 4,492.80
SLMX	\$ 7,488.00
SLMZ	\$ 150.40
SLN1	\$ 1,348.00
SLN2	\$ 2,246.40
SLNC	\$ 14,976.00
SLNE	\$ 14,976.00
SLNL	\$ 13,478.40
SLNT	\$ 11,232.00
SLNV	\$ 4,492.80
SLNX	\$ 7,488.00
SLP1	\$ 1,348.00
SLP2	\$ 2,246.40
SLPC	\$ 14,976.00
SLPE	\$ 14,976.00
SLPL	\$ 13,478.40
SLPT	\$ 11,232.00
SLPV	\$ 4,492.80
SLPX	\$ 7,488.00
SLR1	\$ 1,348.00
SLR2	\$ 2,246.40
SLRC	\$ 14,976.00
SLRE	\$ 14,976.00
SLRL	\$ 13,478.40
SLRT	\$ 11,232.00
SLRV	\$ 4,492.80
SLRX	\$ 7,488.00
SLT1	\$ 95.20
SLT2	\$ 202.40
SLTC	\$ 1,264.80
SLTE	\$ 3,161.60
SLTL	\$ 948.80
SLTT	\$ 632.80
SLTV	\$ 228.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SLTX	\$ 316.80
SLW1	\$ 135.20
SLW2	\$ 224.80
SLWC	\$ 2,995.20
SLWE	\$ 3,744.00
SLWL	\$ 2,246.40
SLWT	\$ 1,497.60
SLWX	\$ 748.80
SLX1	\$ 135.20
SLX2	\$ 224.80
SLXC	\$ 2,995.20
SLXE	\$ 3,744.00
SLXL	\$ 2,246.40
SLXT	\$ 1,497.60
SLXV	\$ 449.60
SLXX	\$ 748.80
SLY1	\$ 1,423.20
SLY2	\$ 2,371.20
SLYC	\$ 15,808.00
SLYE	\$ 15,808.00
SLYL	\$ 14,227.20
SLYT	\$ 11,856.00
SLYV	\$ 4,742.40
SLYX	\$ 7,904.00
SMAE	\$ 1,123.20
SMBS	\$ 3,744.00
SMCL	\$ 374.40
SMDE	\$ 3,744.00
SMDL	\$ 3,744.00
SMDS	\$ 3,744.00
SMF1	\$ 1,348.00
SMF2	\$ 2,696.00
SMFC	\$ 14,976.00
SMFE	\$ 14,976.00
SMFL	\$ 13,478.40
SMFT	\$ 8,985.60
SMFV	\$ 3,235.20
SMFX	\$ 4,492.80
SMG1	\$ 1,348.00
SMG2	\$ 2,696.00
SMGC	\$ 14,976.00
SMGE	\$ 14,976.00
SMGL	\$ 13,478.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SMGT	\$ 8,985.60
SMGV	\$ 3,235.20
SMGX	\$ 4,492.80
SMHM	\$ 3,744.00
SMJ1	\$ 135.20
SMJ2	\$ 269.60
SMJC	\$ 1,797.60
SMJE	\$ 2,246.40
SMJL	\$ 1,348.00
SMJT	\$ 899.20
SMJV	\$ 324.00
SMJX	\$ 449.60
SMM1	\$ 899.20
SMM2	\$ 599.20
SMMC	\$ 112.80
SMME	\$ 97.60
SMML	\$ 150.40
SMMT	\$ 224.80
SMMV	\$ 449.60
SMMX	\$ 300.00
SMN1	\$ 135.20
SMN2	\$ 269.60
SMNC	\$ 1,797.60
SMNE	\$ 2,246.40
SMNL	\$ 1,348.00
SMNT	\$ 899.20
SMNV	\$ 324.00
SMP1	\$ 899.20
SMP2	\$ 1,198.40
SMPL	\$ 7,488.00
SMPT	\$ 5,616.00
SMPV	\$ 2,246.40
SMPX	\$ 2,995.20
SMST	\$ 3,744.00
SMT1	\$ 135.20
SMT2	\$ 339.20
SMTC	\$ 2,995.20
SMTE	\$ 3,744.00
SMTL	\$ 2,246.40
SMTT	\$ 1,497.60
SMTV	\$ 449.60
SMTX	\$ 748.80
SMUC	\$ 3,744.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SMUE	\$ 3,744.00
SMV1	\$ 135.20
SMV2	\$ 339.20
SMVC	\$ 2,912.00
SMVE	\$ 3,744.00
SMVL	\$ 2,246.40
SMVT	\$ 1,497.60
SMVV	\$ 449.60
SMVX	\$ 748.80
SMW1	\$ 135.20
SMW2	\$ 224.80
SMWC	\$ 2,995.20
SMWE	\$ 3,744.00
SMWL	\$ 2,246.40
SMWT	\$ 1,497.60
SMWV	\$ 449.60
SMWX	\$ 748.80
SMX1	\$ 135.20
SMX2	\$ 269.60
SMXC	\$ 1,797.60
SMXE	\$ 2,246.40
SMXL	\$ 1,348.00
SMXT	\$ 899.20
SMXV	\$ 324.00
SMXX	\$ 449.60
SMY1	\$ 135.20
SMY2	\$ 269.60
SMYC	\$ 1,797.60
SMYE	\$ 2,246.40
SMYL	\$ 1,348.00
SMYT	\$ 899.20
SMYV	\$ 324.00
SMYX	\$ 449.60
SMZ1	\$ 135.20
SMZ2	\$ 224.80
SMZC	\$ 2,995.20
SMZE	\$ 3,744.00
SMZL	\$ 2,246.40
SMZT	\$ 1,497.60
SMZV	\$ 449.60
SMZX	\$ 748.80
SNB1	\$ 142.40
SNB2	\$ 237.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNBC	\$ 3,161.60
SNBE	\$ 3,952.00
SNBL	\$ 2,371.20
SNBT	\$ 1,580.80
SNBV	\$ 474.40
SNBX	\$ 790.40
SNC1	\$ 135.20
SNC2	\$ 224.80
SNCC	\$ 2,995.20
SNCE	\$ 3,744.00
SNCL	\$ 2,246.40
SNCT	\$ 1,497.60
SNCV	\$ 449.60
SNCX	\$ 748.80
SND1	\$ 95.20
SND2	\$ 142.40
SNDC	\$ 1,580.80
SNDE	\$ 3,161.60
SNDL	\$ 948.80
SNDT	\$ 632.80
SNDV	\$ 237.60
SNDX	\$ 316.80
SNE1	\$ 142.40
SNE2	\$ 237.60
SNEC	\$ 3,161.60
SNEE	\$ 3,952.00
SNEL	\$ 2,371.20
SNET	\$ 1,580.80
SNEV	\$ 474.40
SNEX	\$ 790.40
SNF1	\$ 95.20
SNF2	\$ 142.40
SNFC	\$ 1,580.80
SNFE	\$ 3,161.60
SNFL	\$ 948.80
SNFT	\$ 632.80
SNFV	\$ 237.60
SNFX	\$ 316.80
SNG1	\$ 142.40
SNG2	\$ 237.60
SNGC	\$ 3,161.60
SNGE	\$ 3,952.00
SNGL	\$ 2,371.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNGT	\$ 1,580.80
SNGV	\$ 474.40
SNGX	\$ 790.40
SNH1	\$ 142.40
SNH2	\$ 237.60
SNHC	\$ 3,161.60
SNHE	\$ 3,952.00
SNHL	\$ 2,371.20
SNHT	\$ 1,580.80
SNHV	\$ 474.40
SNHX	\$ 790.40
SNJ1	\$ 142.40
SNJ2	\$ 237.60
SNJC	\$ 3,161.60
SNJE	\$ 3,952.00
SNJL	\$ 2,371.20
SNJT	\$ 1,580.80
SNJV	\$ 474.40
SNJX	\$ 790.40
SNK1	\$ 142.40
SNK2	\$ 237.60
SNKC	\$ 3,161.60
SNKE	\$ 3,952.00
SNKL	\$ 2,371.20
SNKT	\$ 1,580.80
SNKV	\$ 474.40
SNKX	\$ 790.40
SNL1	\$ 95.20
SNL2	\$ 142.40
SNLC	\$ 1,580.80
SNLE	\$ 3,161.60
SNLL	\$ 948.80
SNLT	\$ 632.80
SNLV	\$ 237.60
SNLX	\$ 316.80
SNM1	\$ 142.40
SNM2	\$ 237.60
SNMC	\$ 3,161.60
SNME	\$ 3,952.00
SNML	\$ 2,371.20
SNMT	\$ 1,580.80
SNMV	\$ 474.40
SNMX	\$ 790.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNN1	\$ 135.20
SNN2	\$ 224.80
SNNC	\$ 2,995.20
SNNE	\$ 3,744.00
SNNL	\$ 2,246.40
SNNT	\$ 1,497.60
SNNV	\$ 449.60
SNNX	\$ 748.80
SNP1	\$ 135.20
SNP2	\$ 224.80
SNPC	\$ 2,995.20
SNPE	\$ 3,744.00
SNPL	\$ 2,246.40
SNPT	\$ 1,497.60
SNPV	\$ 449.60
SNPX	\$ 748.80
SNR1	\$ 142.40
SNR2	\$ 237.60
SNRC	\$ 3,161.60
SNRE	\$ 3,952.00
SNRL	\$ 2,371.20
SNRT	\$ 1,580.80
SNRV	\$ 474.40
SNRX	\$ 790.40
SNS1	\$ 142.40
SNS2	\$ 237.60
SNSC	\$ 3,161.60
SNSE	\$ 3,952.00
SNSL	\$ 2,371.20
SNST	\$ 1,580.80
SNSV	\$ 474.40
SNSX	\$ 790.40
SNT1	\$ 135.20
SNT2	\$ 224.80
SNTC	\$ 2,995.20
SNTE	\$ 3,744.00
SNTL	\$ 2,246.40
SNTT	\$ 1,497.60
SNTV	\$ 449.60
SNTX	\$ 748.80
SNU1	\$ 142.40
SNU2	\$ 237.60
SNUC	\$ 3,161.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNUE	\$ 3,952.00
SNUL	\$ 2,371.20
SNUT	\$ 1,580.80
SNUV	\$ 474.40
SNUX	\$ 790.40
SNV1	\$ 142.40
SNV2	\$ 237.60
SNVC	\$ 3,161.60
SNVE	\$ 3,952.00
SNVL	\$ 2,371.20
SNVT	\$ 1,580.80
SNVV	\$ 474.40
SNVX	\$ 790.40
SNW1	\$ 7,488.00
SNW2	\$ 7,488.00
SNWC	\$ 24,710.40
SNWE	\$ 26,208.00
SNWL	\$ 22,464.00
SNWT	\$ 18,720.00
SNWV	\$ 7,488.00
SNWX	\$ 11,232.00
SNX1	\$ 90.40
SNX2	\$ 192.00
SNXC	\$ 1,198.40
SNXE	\$ 2,995.20
SNXL	\$ 899.20
SNXT	\$ 599.20
SNXV	\$ 216.00
SNXX	\$ 300.00
SNY1	\$ 142.40
SNY2	\$ 237.60
SNYC	\$ 3,161.60
SNYE	\$ 3,952.00
SNYL	\$ 2,371.20
SNYT	\$ 1,580.80
SNYV	\$ 474.40
SNYX	\$ 790.40
SNZ1	\$ 142.40
SNZ2	\$ 237.60
SNZC	\$ 3,161.60
SNZE	\$ 3,952.00
SNZL	\$ 2,371.20
SNZT	\$ 1,580.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SNZV	\$ 474.40
SNZX	\$ 790.40
SPE-100L-UNLTD	\$ 23,712.00
SPE-10L-UNLTD	\$ 7,904.00
SPE-1L1W	\$ 790.40
SPE-1L-SERVER	\$ 1,264.80
SPE-1L-UNLTD	\$ 2,371.20
SPE-25L-UNLTD	\$ 11,856.00
SPE-2L-UNLTD	\$ 3,161.60
SPE-50L-UNLTD	\$ 15,808.00
SPE-5L-UNLTD	\$ 5,928.00
SPE-AALZ	\$ 632.80
SPE-ACAA	\$ 158.40
SPE-ACE	\$ 790.40
SPE-ACE-10	\$ 2,371.20
SPE-ACE-100	\$ 3,952.00
SPE-ACE-2	\$ 1,185.60
SPE-ACE-25	\$ 3,161.60
SPE-ACE-5	\$ 1,580.80
SPE-ACE-50	\$ 3,952.00
SPE-ACE-ENT	\$ 3,952.00
SPE-BBSDK-1	\$ 1,423.20
SPE-BBSDK-10	\$ 7,904.00
SPE-BBSDK-100	\$ 15,808.00
SPE-BBSDK-2	\$ 2,371.20
SPE-BBSDK-25	\$ 11,856.00
SPE-BBSDK-5	\$ 4,742.40
SPE-BBSDK-50	\$ 14,227.20
SPE-BBSDK-ENT	\$ 15,808.00
SPE-DGIS	\$ 948.80
SPE-DGIS-10	\$ 2,845.60
SPE-DGIS-100	\$ 4,742.40
SPE-DGIS-2	\$ 1,423.20
SPE-DGIS-25	\$ 3,794.40
SPE-DGIS-5	\$ 1,897.60
SPE-DGIS-50	\$ 4,742.40
SPE-DGIS-ENT	\$ 4,742.40
SPE-DHLCSECOM	\$ 95.20
SPE-DHLEAPI-10	\$ 316.80
SPE-DHLEAPI-100	\$ 1,580.80
SPE-DHLEAPI-2	\$ 142.40
SPE-DHLEAPI-25	\$ 632.80
SPE-DHLEAPI-5	\$ 237.60

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-DHLEAPI-50	\$ 948.80
SPE-DHLEAPI-ENT	\$ 3,161.60
SPE-DHLECOMAPI	\$ 95.20
SPE-DHLES-10	\$ 316.80
SPE-DHLES-100	\$ 1,580.80
SPE-DHLES-2	\$ 142.40
SPE-DHLES-25	\$ 632.80
SPE-DHLES-5	\$ 237.60
SPE-DHLES-50	\$ 948.80
SPE-DHLES-ENT	\$ 3,161.60
SPE-DHLXMLPI	\$ 95.20
SPE-DHLXMLPI-10	\$ 316.80
SPE-DHLXMLPI-100	\$ 1,580.80
SPE-DHLXMLPI-2	\$ 142.40
SPE-DHLXMLPI-25	\$ 632.80
SPE-DHLXMLPI-5	\$ 237.60
SPE-DHLXMLPI-50	\$ 948.80
SPE-DHLXMLPI-ENT	\$ 3,161.60
SPE-FEDEX	\$ -
SPE-FSMS	\$ -
SPE-FSP-1	\$ 95.20
SPE-FSP-10	\$ 316.80
SPE-FSP-100	\$ 1,264.80
SPE-FSP-2	\$ 202.40
SPE-FSP-25	\$ 632.80
SPE-FSP-5	\$ 228.00
SPE-FSP-50	\$ 948.80
SPE-FSP-ENT	\$ 3,161.60
SPE-FSPWS-1	\$ 95.20
SPE-FSPWS-10	\$ 316.80
SPE-FSPWS-100	\$ 1,264.80
SPE-FSPWS-2	\$ 202.40
SPE-FSPWS-25	\$ 632.80
SPE-FSPWS-5	\$ 228.00
SPE-FSPWS-50	\$ 948.80
SPE-FSPWS-ENT	\$ 3,161.60
SPE-FT-1	\$ 1,423.20
SPE-FT-10	\$ 7,904.00
SPE-FT-100	\$ 15,808.00
SPE-FT-2	\$ 2,371.20
SPE-FT-25	\$ 11,856.00
SPE-FT-5	\$ 4,742.40
SPE-FT-50	\$ 14,227.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-FT-ENT	\$ 15,808.00
SPE-FTWS-1	\$ 1,423.20
SPE-FWS	\$ -
SPE-GSO	\$ 142.40
SPE-GSO-10	\$ 790.40
SPE-GSO-100	\$ 3,161.60
SPE-GSO-2	\$ 237.60
SPE-GSO-25	\$ 1,580.80
SPE-GSO-5	\$ 474.40
SPE-GSO-50	\$ 2,371.20
SPE-GSO-ENT	\$ 3,952.00
SPE-H1	\$ 790.40
SPE-H2	\$ 1,580.80
SPE-H3	\$ 1,185.60
SPE-HAZFO	\$ 790.40
SPE-HAZFO-10	\$ 2,371.20
SPE-HAZFO-100	\$ 3,952.00
SPE-HAZFO-2	\$ 1,185.60
SPE-HAZFO-25	\$ 3,161.60
SPE-HAZFO-5	\$ 1,580.80
SPE-HAZFO-50	\$ 3,952.00
SPE-HAZFO-ENT	\$ 3,952.00
SPE-HC	\$ 237.60
SPE-HL	\$ 316.80
SPE-HT	\$ 474.40
SPE-HX	\$ 790.40
SPE-LSO	\$ 142.40
SPE-LSO-10	\$ 790.40
SPE-LSO-100	\$ 3,161.60
SPE-LSO-2	\$ 237.60
SPE-LSO-25	\$ 1,580.80
SPE-LSO-5	\$ 474.40
SPE-LSO-50	\$ 2,371.20
SPE-LSO-ENT	\$ 3,952.00
SPE-LTLCZ	\$ 142.40
SPE-LTLCZ-10	\$ 790.40
SPE-LTLCZ-100	\$ 3,161.60
SPE-LTLCZ-2	\$ 237.60
SPE-LTLCZ-25	\$ 1,580.80
SPE-LTLCZ-5	\$ 474.40
SPE-LTLCZ-50	\$ 2,371.20
SPE-LTLCZ-ENT	\$ 3,952.00
SPE-MDC-1	\$ 142.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-MDC-10	\$ 790.40
SPE-MDC-100	\$ 3,161.60
SPE-MDC-2	\$ 237.60
SPE-MDC-25	\$ 1,580.80
SPE-MDC-5	\$ 474.40
SPE-MDC-50	\$ 2,371.20
SPE-MDC-ENT	\$ 3,952.00
SPE-ONT	\$ 142.40
SPE-ONT-10	\$ 790.40
SPE-ONT-100	\$ 3,161.60
SPE-ONT-2	\$ 237.60
SPE-ONT-25	\$ 1,580.80
SPE-ONT-5	\$ 474.40
SPE-ONT-50	\$ 2,371.20
SPE-ONT-ENT	\$ 3,952.00
SPE-RCSFEE	\$ 120.80
SPE-SPEED	\$ 142.40
SPE-SPEED-10	\$ 790.40
SPE-SPEED-100	\$ 3,161.60
SPE-SPEED-2	\$ 237.60
SPE-SPEED-25	\$ 1,580.80
SPE-SPEED-5	\$ 474.40
SPE-SPEED-50	\$ 2,371.20
SPE-SPEED-ENT	\$ 3,952.00
SPE-SS1	\$ 384.00
SPE-T1	\$ 95.20
SPE-T2	\$ 202.40
SPE-TC	\$ 1,264.80
SPE-TE	\$ 3,161.60
SPE-TL	\$ 948.80
SPE-TT	\$ 632.80
SPE-TV	\$ 228.00
SPE-TX	\$ 316.80
SPE-UNLTD	\$ 39,520.00
SPE-UPS	\$ -
SPE-UPSAF-1	\$ 142.40
SPE-UPSAF-10	\$ 790.40
SPE-UPSAF-100	\$ 3,161.60
SPE-UPSAF-2	\$ 237.60
SPE-UPSAF-25	\$ 1,580.80
SPE-UPSAF-5	\$ 474.40
SPE-UPSAF-50	\$ 2,371.20
SPE-UPSAF-API-1	\$ 142.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SPE-UPSAF-ENT	\$ 3,952.00
SPE-UPSAPI	\$ -
SPE-UPS-CCR	\$ 325.60
SPE-UPSCS	\$ -
SPE-UPSDMI-10	\$ 316.80
SPE-UPSDMI-100	\$ 1,264.80
SPE-UPSDMI-2	\$ 224.80
SPE-UPSDMI-25	\$ 632.80
SPE-UPSDMI-5	\$ 228.00
SPE-UPSDMI-50	\$ 948.80
SPE-UPSDMI-ENT	\$ 3,161.60
SPE-UPSMI-1	\$ 135.20
SPE-UPSSP-1	\$ 95.20
SPE-UPSSP-10	\$ 316.80
SPE-UPSSP-100	\$ 1,264.80
SPE-UPSSP-2	\$ 202.40
SPE-UPSSP-25	\$ 632.80
SPE-UPSSP-5	\$ 228.00
SPE-UPSSP-50	\$ 948.80
SPE-UPSSP-ENT	\$ 3,161.60
SPE-UPSTDCBC-1	\$ 1,423.20
SPE-UPSTDCBC-10	\$ 7,904.00
SPE-UPSTDCBC-100	\$ 15,808.00
SPE-UPSTDCBC-2	\$ 2,371.20
SPE-UPSTDCBC-25	\$ 11,856.00
SPE-UPSTDCBC-5	\$ 4,742.40
SPE-UPS-TDCBC-50	\$ 14,227.20
SPE-UPSTDCBC-ENT	\$ 15,808.00
SPE-USPS	\$ -
SPE-USPSCS	\$ -
SS1M	\$ 730.40
SS2M	\$ 1,572.80
SSCA	\$ 158.40
SSD1	\$ 224.80
SSFC	\$ 224.80
SSH1	\$ 790.40
SSH2	\$ 1,580.80
SSHC	\$ 237.60
SSHE	\$ 38,788.00
SSHL	\$ 316.80
SSHT	\$ 474.40
SSHV	\$ 1,185.60
SSHX	\$ 790.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SSJ1	\$ 1,872.00
SSJ2	\$ 2,995.20
SSJC	\$ 26,208.00
SSJE	\$ 74,880.00
SSJL	\$ 18,720.00
SSJT	\$ 11,232.00
SSJV	\$ 3,744.00
SSJX	\$ 5,616.00
SSK1	\$ 374.40
SSK2	\$ 599.20
SSKC	\$ 4,492.80
SSKL	\$ 3,744.00
SSKT	\$ 2,246.40
SSKV	\$ 1,123.20
SSKX	\$ 1,872.00
SSL1	\$ 790.40
SSL2	\$ 3,161.60
SSLC	\$ 23,712.00
SSLE	\$ 39,520.00
SSLL	\$ 15,808.00
SSLN	\$ 2,371.20
SSLS	\$ 1,264.80
SSLT	\$ 11,856.00
SSLV	\$ 5,928.00
SSLX	\$ 7,904.00
SSLZ	\$ 632.80
SSN1	\$ 3,744.00
SSN2	\$ 5,990.40
SSNC	\$ 52,416.00
SSNE	\$ 74,880.00
SSNL	\$ 37,440.00
SSNT	\$ 22,464.00
SSNV	\$ 7,488.00
SSNX	\$ 11,232.00
SSPC	\$ 224.80
SSPT	\$ 249.60
SSR0	\$ 33.60
SSSP	\$ 384.00
SSTSIMPLESINGLE	\$ 1,072.00
SSVS	\$ 495.20
SSY1	\$ 1,423.20
SSY2	\$ 2,371.20
SSYC	\$ 15,808.00

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
SSYE	\$ 15,808.00
SSYL	\$ 14,227.20
SSYT	\$ 11,856.00
SSYV	\$ 4,742.40
SSYX	\$ 7,904.00
SSZ1	\$ 790.40
SSZ2	\$ 1,185.60
SSZC	\$ 3,952.00
SSZE	\$ 3,952.00
SSZL	\$ 3,952.00
SSZT	\$ 3,161.60
SSZV	\$ 1,580.80
SSZX	\$ 2,371.20
SUD1	\$ 224.80
SUF1	\$ 449.60
SUF2	\$ 748.80
SUFC	\$ 3,744.00
SUFL	\$ 2,995.20
SUFT	\$ 2,246.40
SUFV	\$ 1,123.20
SUG1	\$ 449.60
SUG2	\$ 748.80
SUGC	\$ 3,744.00
SUGE	\$ 7,488.00
SUGL	\$ 2,995.20
SUGT	\$ 2,246.40
SUGV	\$ 1,123.20
SUGX	\$ 1,497.60
SUR1	\$ 449.60
SUR2	\$ 748.80
SURC	\$ 7,488.00
SURE	\$ 3,744.00
SURL	\$ 2,995.20
SURT	\$ 2,246.40
SURV	\$ 1,123.20
SURX	\$ 1,497.60
SUU1	\$ 224.80
SW10	\$ 524.80
SW20	\$ 748.80
SWS1	\$ 674.40
SWS2	\$ 973.60
T25B	\$ 724.00
T25C	\$ 850.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
T25D	\$ 1,040.00
T25E	\$ 1,230.40
T25S	\$ 394.40
T2K1	\$ 490.40
T2RH	\$ 850.40
T2RJ	\$ 1,040.00
T2RK	\$ 1,562.40
T2RL	\$ 2,036.00
T2X1	\$ 1,362.40
T2X2	\$ 1,072.00
T2X3	\$ 730.40
T2X4	\$ 602.40
T528	\$ 172.00
T52C	\$ 1,983.20
T52D	\$ 2,931.20
T545	\$ 126.40
T550	\$ 495.20
T56A	\$ 275.20
T56B	\$ 607.20
T56C	\$ 670.40
T5C3	\$ 79.20
T5C4	\$ 37.60
T5F1	\$ 237.60
T5F2	\$ 119.20
T5F8	\$ 324.80
T5FF	\$ 198.40
T5FG	\$ 198.40
T5FM	\$ 149.60
T5L1	\$ 1,291.20
T5L3	\$ 568.80
T5LE	\$ 668.00
T5LP	\$ 1,148.80
T5LX	\$ 1,464.80
T5MC	\$ 34,620.00
T5ML	\$ 20,867.20
T5MX	\$ 4,861.60
T5NL	\$ 79.20
T5PR	\$ 126.40
T5R0	\$ 974.40
T5SC	\$ 7,825.60
T5SL	\$ 4,704.00
T5SU	\$ 126.40
T5SX	\$ 1,099.20

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
T5UC	\$ 552.80
T5VT	\$ 119.20
T5WC	\$ 48.00
T5XC	\$ 2,416.00
T5XE	\$ 973.60
T10H	\$ 401.60
T15P	\$ 300.00
T16P	\$ 300.00
T19P	\$ 300.00
TRMH	\$ 2,723.20
TRMM	\$ 2,723.20
TRUH	\$ 1,378.40
TRUM	\$ 1,378.40
TSA2	\$ 394.40
TSA3	\$ 552.80
TSA4	\$ 648.00
TSMB	\$ 170.40
TSMC	\$ 170.40
VP50	\$ 495.20
VP51	\$ 495.20
VS27	\$ 328.80
VS28	\$ 155.20
VS42	\$ 490.40
VS43	\$ 790.40
VSDE	\$ 1,312.00
VSDH	\$ 789.60
VSDP	\$ 789.60
VSG1	\$ 32.00
VSG2	\$ 32.00
VSG3	\$ 277.60
VSG4	\$ 1,185.60
VSG5	\$ 1,976.00
VSN1	\$ 395.20
VSNC	\$ 24,660.80
VSNL	\$ 14,860.00
VSNX	\$ 3,478.40
VSX1	\$ 241.60
W9SM	\$ 44.00
WDF1	\$ 216.80
WMAP	\$ 1,406.40
WMAV	\$ 1,939.20
WMAX	\$ 2,646.40
WMDE	\$ 344.80

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
WMDP	\$ 345.60
WMEL	\$ 345.60
WMEM	\$ 873.60
WMFB	\$ 345.60
WMGC	\$ 786.40
WMLC	\$ 254.40
WMM7	\$ 873.60
WMMW	\$ 873.60
WMPR	\$ 1,319.20
WMPS	\$ 873.60
WMSM	\$ 187.20
WMU2	\$ 441.60
WP81	\$ 208.00
WP82	\$ 374.40
WP83	\$ 582.40
WPB5	\$ 54.40
WPCP	\$ 407.20
WPD1	\$ 216.80
WPFA	\$ 46.40
WPMD	\$ 88.00
WPP5	\$ 799.20
WPP6	\$ 1,514.40
WPP7	\$ 2,512.80
WPP8	\$ 1,897.60
WPRA	\$ 1,315.20
WPSA	\$ 162.40
WPSB	\$ 814.40
WPSC	\$ 1,302.40
WPSM	\$ 187.20
WPSP	\$ 260.80
WRAA	\$ 948.80
WRAB	\$ 948.80
WRAC	\$ 474.40
WRAD	\$ 474.40
WRAE	\$ 349.60
WRAF	\$ 349.60
WRAG	\$ 175.20
WRAH	\$ 175.20
WRAJ	\$ 88.00
WRAK	\$ 88.00
WRAM	\$ 516.00
WRAN	\$ 516.00
WRAP	\$ 258.40

**PRICING BELOW REFLECTS PITNEY BOWES PRICE LIST XM
COMMERCIAL MSRP PRICING DISCOUNTED BY 20%**

SMA Item	Renewal Price
WRAQ	\$ 258.40
WRAR	\$ 129.60
WRAT	\$ 129.60
WRAU	\$ 765.60
WRAV	\$ 765.60
WRAW	\$ 383.20
WRAX	\$ 383.20
WRAY	\$ 192.00
WRAZ	\$ 192.00
WRBP	\$ 948.80
WRBQ	\$ 1,081.60
WRBR	\$ 948.80
WRBT	\$ 901.60
WRBU	\$ 765.60
WRBX	\$ 374.40
WRBY	\$ 582.40
WRBZ	\$ 208.00
WRCA	\$ 948.80
WRCD	\$ 474.40
WRCF	\$ 237.60
WRCH	\$ 4,592.80
WRCJ	\$ 2,296.80
WRCL	\$ 1,148.80
WRCN	\$ 566.40
WRCP	\$ 283.20
WRCR	\$ 141.60
WRCT	\$ 2,296.80
WRCV	\$ 1,148.80
WRCX	\$ 574.40
WRDA	\$ 832.00
WRDC	\$ 416.00
WRDE	\$ 208.00
WRDG	\$ 1,664.00
WRDH	\$ 832.00
WRDI	\$ 416.00
WSMS	\$ 828.00
WSMT	\$ 1,240.00
WSSB	\$ 162.40
Z6ME	\$ 566.40
Z6MG	\$ 987.20