

MA 18P 23061200000000000171
NEW

State of Maine



Master Agreement

Effective Date: 06/12/23

Expiration Date: 02/28/26

Master Agreement Description: Mailing and Shipping Software and Solutions

Buyer Information

| | | | |
|-----------------|--------------|------|---------------------------|
| Justin Franzose | 207-624-7337 | ext. | justin.franzose@maine.gov |
|-----------------|--------------|------|---------------------------|

Issuer Information

| | | | |
|---------------|--------------|------|---------------------------|
| Andrew Giroux | 207-287-4593 | ext. | andrew.j.giroux@maine.gov |
|---------------|--------------|------|---------------------------|

Requestor Information

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|---------------|--------------|------|---------------------------|
| Andrew Giroux | 207-287-4593 | ext. | andrew.j.giroux@maine.gov |
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Agreement Reporting Categories

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000073262

Vendor Name

PITNEY BOWES INC

Alias/DBA

Vendor Address Information

3001 Summer St

Stamford, CT 06926

US

Vendor Contact Information

Bill Walter
1-480-206-2984 ext.
bill.walter@pb.com

Commodity Information

Vendor Line #: 1
Vendor Name: PITNEY BOWES INC
Commodity Line #: 1
Commodity Code: 60071
Commodity Description: Mailing and Shipping Software and Solutions
Commodity Specifications:
Commodity Extended Description: AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

Agencies must contact Bill Walters to request a formal price quotation. After you receive a formal price quotation, create a delivery order (DO), attach your quotation, then submit your order. If your order is less than \$5,000, please email your order to the vendor. If your order is more than \$5,000, Procurement will email your order to the vendor. Subject to Sourcwell contract #011322-PIT.

| | | |
|------------------------|----------------------------|--------------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | 0.000000 |
| Delivery Days | Free On Board | |
| | | |
| Contract Amount | Service Start Date | Service End Date |
| 0.00 | 06/12/23 | 02/28/26 |
| Catalog Name | Discount | |
| | 0.0000 % | |
| | Discount Start Date | Discount End Date |
| | | |

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 6/29/2023
2A644AF5681F482...

Signature Date

David Morris, Acting Chief Procurement

Officer

DocuSigned by:
Vendor *Bill Walter* 6/29/2023
004E020D707B421...

Signature Date

Bill Walter VP, Government and GPOs

Print Representative Name and Title

RIDERS

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply) |
| <input checked="" type="checkbox"/> | Rider A – Scope of Work and/or Specifications |
| <input type="checkbox"/> | Rider B – Terms and Conditions |
| <input type="checkbox"/> | Rider C - Exceptions |
| <input type="checkbox"/> | Bid Cover Page and Debarment Form |
| <input checked="" type="checkbox"/> | Debarment, Performance, and Non-Collusion Certification |
| <input type="checkbox"/> | Price sheet (attach excel spreadsheet to post on website) |
| <input type="checkbox"/> | Other – Included at Department's Discretion |

RIDER A
Scope of Work and/or Specifications

The purpose of this master agreement is to order mailing and shipping software and solutions on an as-needed basis. All state agencies may submit delivery orders at the agreed upon prices until the expiration date of the master agreement. This master agreement and all delivery orders are subject to Sourcewell contract 011322-PIT, which is attached and hereby incorporated into this contract. All delivery orders and quotations will be subject to the prices, percentage discounts, terms, and conditions of this master agreement.

**Solicitation Number: RFP #011322****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Mailing and Postage Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 28, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. In addition, any lease entered into by Supplier or Supplier's subsidiary and a Participating Entity under this Contract will continue for the applicable lease term identified in the lease agreement, subject to the terms and conditions of the applicable lease.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which may be negotiated directly between the Participating Entity and the Supplier. Supplier may require the use of Supplier's applicable standard transaction documents, such as lease, rental, subscription, license, and service level agreements. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased, provided that such termination will be effective as of the last day of the fiscal period for which funds have been appropriated. All charges and obligations under an applicable Lease incurred through the end of the fiscal period for which funds have been appropriated will remain due and owing, including the return of the Equipment at the Participating Entity's expense; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. Sourcewell acknowledges that Supplier will provide leasing through Supplier's subsidiary identified in the Proposal and consents to such leasing transactions.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission, or willful misconduct, in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Neither party will be liable to the other for incidental or consequential damages under this Contract. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Except for payments of sums due, neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, blanket

contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).
Intentionally Omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Supplier agrees to assess Buy American Act compliance on an individual transaction basis if applicable and advise the Participating Entity of the outcome of such assessment prior to entering into the transaction.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

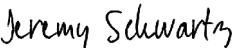
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...

By: _____

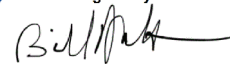
Jeremy Schwartz

Title: Chief Procurement Officer

3/3/2022 | 10:56 AM CST

Date: _____

Pitney Bowes Inc.

DocuSigned by:

894E820D7C7B421...

By: _____

Bill Walter

Title: Vice President Government and GPO

3/3/2022 | 7:50 AM PST

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

3/3/2022 | 10:59 AM CST

Date: _____

RFP 011322 - Mailing and Postage Equipment and Technology

Vendor Details

Company Name: Pitney Bowes Inc.
3001 Summer Street
Address: Stamford, CT 06926
Contact: Bill Walter
Email: bill.walter@pb.com
Phone: 480-206-2984
HST#: 06-0495050

Submission Details

Created On: Friday November 19, 2021 05:45:47
Submitted On: Wednesday January 12, 2022 14:20:26
Submitted By: Lisa Hunt
Email: lisa.hunt@pb.com
Transaction #: 243fb52d-36f6-4f4a-8cbc-86766de30716
Submitter's IP Address: 165.225.38.20

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Pitney Bowes Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Pitney Bowes Global Financial Services LLC | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A | * |
| 4 | Provide your CAGE code or DUNS number: | 00-116-1793 | * |
| 5 | Proposer Physical Address: | 3001 Summer Street, Stamford, CT 06926 | * |
| 6 | Proposer website address (or addresses): | www.pitneybowes.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Bill Walter Title: Vice President, Government and GPO E-mail: bill.walter@pb.com Phone: 480-206-2984 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Bill Walter Title: Vice President, Government and GPO E-mail: bill.walter@pb.com Phone: 480-206-2984 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Amy Hare Title: Director, Government and Expedited Delivery Contracts E-mail: amy.hare@pb.com Phone: 203-360-2253 | |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

| | | | |
|----|--|--|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Pitney Bowes Inc. was incorporated in the state of Delaware in 1920. As a US company, we are an industry leader offering innovative products and solutions that enable commerce in the areas of customer information management, customer engagement, shipping and mailing, and global ecommerce. We provide products, services, and support to hundreds of thousands of clients. Approximately 100,000 of the 900,000 meters we have installed in the US are with government clients, spanning all 50 states nationwide. We provide our services to many cooperative organizations via master agreements.</p> <p>Our approach is to understand customer challenges and craft sending technology solutions that are individually designed. For us, getting it right matters. With a steady focus on the future of sending, Pitney Bowes continues to innovate every day. From the first postage meters to today's software and services, we've crafted a range of sending technology solutions that remove complexity and drive meaningful impact for your business. From the simplest postage meter to the most complex enterprise-wide process management solution, we support entities of all makeups and sizes. Being the pioneer of the postage meter, Pitney Bowes has dedicated the last century to advancing the technologies and solutions which enhance and improve business markets' commerce needs, leading to billions of transactions each year. Over the last 101 years we've helped clients nationwide, which include 90 percent of the Fortune 500 companies, to simplify their operations with accuracy and precision delivered by our innovative solutions and services. We help organizations of all sizes meet their immediate sending needs and stay ahead of the curve in the fast-changing world of modern commerce. Our clients range from small offices or agencies with a handful of employees (e.g. small towns, local libraries, etc.) to medium sized organizations that are the pulse of a community (i.e. county offices, school districts, etc.) to large multi-location organizations (i.e. state agencies, large counties, etc.).</p> <p>We are building a foundation to give Pitney Bowes the opportunity for long-term success. Today, we are a streamlined global technology company focused on shipping, mailing and related financial services that operates in markets where we have true competitive advantage.</p> | * |
| 11 | What are your company's expectations in the event of an award? | Pitney Bowes looks forward to being of continued service and a true business partner to Sourcwell members. Sharing industry knowledge, best practices and workflows that benefit and strengthen the members is the overarching goal of Pitney Bowes. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | <p>Please see our financials at the following link: https://www.investorrelations.pitneybowes.com/investor-overview?c=83377&p=irol-irhome We have also attached a copy of our 10K as Attachment 15</p> | * |
| 13 | What is your US market share for the solutions that you are proposing? | Pitney Bowes Inc. has approximately 70% of the market share Nationwide. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | N/A | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |

| | | | |
|----|---|--|---|
| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>b) While Pitney Bowes is headquartered in Stamford CT, we provide support for our clients throughout the entire United States. Warehouses and Call Centers are strategically located to provide coverage for our clients from 7:00am to 6:00pm in all time zones, Monday-Friday. Our online services are available 24/7. Additionally, our workforce is strategically based in order to provide continuous support at client locations across the county. We take pride in being able to provide optimized account coverage that includes integrated sales, services, and support structure to deliver a world class experience. In addition, we have an executive sponsor driving client initiatives through all of Pitney Bowes internal business units. This includes:</p> <ul style="list-style-type: none"> • Geographic sales coverage with dedicated North American resources to deliver an exceptional client experience, including billing and services. • Dedicated Client Relationship Managers • Single point of contact to coordinate and oversee dedicated client operations and client services • Escalation points of contact for case management, billing, and technical support. • Client centric adoption of Pitney Bowes solutions through onboarding support. <p>Pitney Bowes entered its second century celebrating our strong tradition of dedication to clients and our continuing commitment to deliver everything from product design to manufacturing, sales, support, and external partnerships to satisfy our clients' business needs.</p> <p>Pitney Bowes has been recognized by J.D. Power for providing "An Outstanding Customer Service Experience" for its Technology Service & Support Program. Pitney Bowes' Authorized Dealers are certified by Pitney Bowes to sell, service and support Pitney Bowes solutions. This certification process is the same certification process that Pitney Bowes sales representative and technicians must complete. In regards to Service, should escalation be required, Pitney Bowes Authorized Dealers have direct access to Level 2 Technicians in the Pitney Bowes Technical Escalations Center. If additional infield support is required, Pitney Bowes Authorized Dealers have access to Pitney Bowes Area Technical Specialists. All Dealer escalations for clients are managed through cases established internally in our CRM tool for visibility and reporting. Our sales, both external field sales and our internal field sales organization, are employees of Pitney Bowes. Our technicians are also employees of Pitney Bowes. Dealer sales and service personnel are third party employees held to the same high standards and adherence to the terms of this RFP and subject to the terms of the resulting contract as Pitney Bowes direct employees.</p> | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Pitney Bowes is operating in good standing and has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Pitney Bowes further agrees that, if awarded, we will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | There have been no Suspensions or Debarments within the last 10 years. | * |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | Please see our Attachment 1 Pitney Bowes Offer Letter attached for an outline of our awards and recognition. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Pitney Bowes' government sector makes up 35+% of our overall sales in the past three years. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | We estimate that 10-12% of total SendTech sales are to the education sector over the last three years. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Pitney Bowes considers this type of information confidential and proprietary as we have executed many NDAs with our clients. In addition, we have executed contracts with several Group Purchasing Organizations in which we have agreed to confidentiality terms within the contract as well. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Pitney Bowes holds the following Contracts:</p> <ul style="list-style-type: none"> MAS Schedule# 47QSMA21D08R3 GS-25F-0010M <p>Although Pitney Bowes does not share our contract sales and reporting with other entities, we must adhere to the Federal Acquisition Regulation listed below.</p> <p>I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002) (a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter. (b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.</p> | * |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|----------------|---|---|
| University of Oklahoma - Central Mail | Andy Wright | Phone: 405-325-6600 Email: andywright@ou.edu | * |
| State of Maryland | Mike Meyers | (410) 207-4784 | * |
| State of Arkansas Disability Determination Services | Jeff Stearns | (501) 6827627 | * |

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|-------------|---------------|--------------------|--|---------------------------|----------------------------------|---|
| N/A | Government | California - CA | Mailing/Shipping/Mail handling Products and Services | \$1000.00 - \$250,000.00 | \$12,649,067.00 | * |
| N/A | Government | Texas - TX | Mailing/Shipping/Mail handling Products and Services | \$1,000.00 - \$150,000.00 | \$14,591,114.00 | * |
| N/A | Government | New York - NY | Mailing/Shipping/Mail handling Products and Services | \$1000.00 - \$200,000.00 | \$11,143,861.00 | * |
| N/A | Government | Illinois - IL | Mailing/Shipping/Mail handling Products and Services | \$1000.00 - \$250,000.00 | \$6,267,159.00 | * |
| N/A | Government | Florida - FL | Mailing/Shipping/Mail handling Products and Services | \$1000.00 - \$75,000.00 | \$6,516,754.00 | * |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 26 | Sales force. | Pitney Bowes has 152 full time field sales force employees. The sales force handles dedicated account portfolios for their respective accounts, Review client requirements, analysis, discuss needs with clients, provide quotations and all other aspects of the pre-sales, implementation, and post-sales process. In addition to our field sales force, we have 12 inside sales force employees. Our inside sales force provides similar functions as our Direct Field Sales force but from our Shelton office. Members of this team do not have a dedicated account portfolio. | * |
| 27 | Dealer network or other distribution methods. | We have 29 dealers that are trained and authorized to sell and service our Pitney Bowes products. The territories that they handle are outlined in our Authorized Dealer/Partner listing that is attached to our bid response. | * |
| 28 | Service force. | Pitney Bowes has 427 field service technicians nationwide. These service techs are responsible for set- up, installation, training, break-fix repair and preventative maintenance on a national level. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Orders are place through our sales representatives, whether they are field representatives, inside sales representatives or dealer representatives. All pricing and paperwork are generated by our centralized online quoting system to ensure contract price and paperwork compliance with the contract. Client either generates an appropriate purchase order or signs the lease/sales paperwork. Once an executed agreement is obtained, the sales representative uses the same system to place the order ensuring fulfillment accuracy and timeliness. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Pitney Bowes has several ways in which you can obtain support. You can click on the link: https://www.pitneybowes.com/us/support.html . You can call us at the information below. In addition, our Technical Support services are outlined in our technical support document which is attached to our response as Attachment 12. We provide support for our clients throughout the entire United States. Warehouses and Call Centers are strategically located to provide coverage for our clients from 7:00am to 6:00pm in all time zones, Monday-Friday. Our online services are available 24/7. Telephone # for Support is 1.844.256.6444. Please see our Call Center Support Services that is included as Attachment 13. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | We will provide products and services to all participating entities nationwide in all 50 states. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | N/A - Pitney Bowes will not be providing our products and services to Canada under the Sourcewell Contract. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | We will service all geographic areas in the United States but we will not be servicing Canada under this contract. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | We will fully service all participating entity sectors nationwide to all 50 states. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | US territories are not included under this contract. Pitney Bowes does not have any requirements or restrictions on Alaska or Hawaii. | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | See our Marketing Plan attached to this proposal as attachment 10 |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | See our Marketing Plan attached to this proposal as attachment 10 |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell has been an invaluable partner to Pitney Bowes for many years. By educating the members and prospects on the many benefits of cooperative procurement, Sourcewell had broadened and enhanced acceptance and adoption of all the contracts under its' umbrella. Pitney Bowes consistently talks to members and prospects about the value of our Sourcewell contract not only as price point but as for true cooperative procurement and the efficiency and process improvements that can bring. Please see attached Marketing Plan for further information. |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Due to the configurable nature of our products and services, Pitney Bowes does not offer an E-Procurement punch-out process at this time. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|--|--|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Pitney Bowes offers complete training for every product and service we sell. Basic installation and training is included with every quote. Members will be fully up and running and trained on their new solution. We have found this leads to increased adoption of the solution throughout the entity along with increased member satisfaction. Additional or advance operator training is available and listed within the contract price book as well as unique configuration services any member may need. |
| 41 | Describe any technological advances that your proposed products or services offer. | Please see Attachment 1 -Pitney Bowes Offer Letter. We have attached an abundance of information regarding the products that we are offering under our proposal. |

| | | |
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| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>We consider the actual and potential impacts of our operations on the environment, with particular focus on climate-related risks and sustainability. We are mindful of these factors in how we develop, modify, and delivery our products and services. To provide a discipline and consistency to these practices across the organization we use a cross-functional environmental sustainability committee. This committee focuses on sharing industry best practices, serves as a forum to share information and ideas throughout the company, and reviews company strategy, products, and operations through the lens of environment sustainability.</p> <p>For additional information, please see our Corporate Responsibility Document at this link: https://www.pitneybowes.com/content/dam/pitneybowes/us/en/our-company/corporate-responsibility/reports/2020/corporate_responsibility_report_2020_web.pdf</p> <p>Pitney Bowes hold the following certifications and recognitions:</p> <ul style="list-style-type: none"> • Current ISO14001 Certification • Green Power Program. In 2019, Pitney Bowes was listed by the U.S. Environmental Protection Agency as one of the "Green Power Partnership Top 30" in Tech & Telecom, which places it among the 30 largest U.S. green power users in that category. • Pitney Bowes is recognized with the 2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from the U.S. Environmental Protection Agency and the Center for Climate Solutions, in recognition of its consistent success in improving energy efficiency and reducing our environmental footprint. <p>In addition, Pitney Bowes has achieved numerous other environmental targets including:</p> <ul style="list-style-type: none"> • Reducing energy consumption. In 2019, Pitney Bowes achieved its 2020 carbon emissions target a full year ahead of schedule, and electricity consumption was down by approximately 34.7 million kilowatt hours from its 2007 baseline, saving \$5.03 million and reducing our carbon footprint by 16,810 metric tons of CO2. • Fleet efficiency and sustainability initiatives. Transportation and logistics are vital components of Pitney Bowes Commerce Services business, with a fleet encompassing more than 400 power vehicles, vans, straight trucks and tractors. As an EPA SmartWay Partner, the company has steadily improved the environmental performance of both its vehicles and its transportation network through a combination of hardware and software solutions, enabling its vehicles to avoid 300,000 miles of driving and save more than 30,000 gallons of fuel in 2019. • Green remanufacturing. Pitney Bowes has a long legacy of product remanufacturing and recycling. It has established centers throughout the United States, Canada and Europe where clients return products for subsequent remanufacture, reuse of parts, or recycling. In 2019, equipment remanufactures diverted more than 498,000 pounds of waste from recycling to reuse. In total, Pitney Bowes' remanufacturing process has kept more than 3.6 million pounds of products out of waste streams in the past eight years. • Flexible work arrangements help lower our carbon footprint. Well before the COVID-19 pandemic transformed workplaces around the world, Pitney Bowes encouraged agile work as a means of saving time and reducing energy consumption, resulting in more than 14,000 fewer miles per employee not driven. |
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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>PRESS RELEASE: Pitney Bowes Recognized with 2021 Climate Leadership Award STAMFORD, Conn., October 14th, 2021 - Pitney Bowes (NYSE:PBI), a global shipping and mailing company that provides technology, logistics, and financial services, today announced it is being recognized with the 2021 Climate Leadership Award for Excellence in Greenhouse Gas Management for the second consecutive year. Pitney Bowes will be recognized for its ongoing efforts and commitment to reducing its environmental footprint in a ceremony that will take place virtually this evening during the Climate Leadership Awards.</p> <p>The Climate Leadership Awards take place during the Climate Leadership Conference, which brings together forward-thinking leaders from business, government, academia, and the non-profit community to address climate change through policy, innovation, and business solutions. Awardees are honored for exemplary corporate, organizational, and individual leadership in reducing carbon pollution and addressing climate change in their operations and strategies.</p> <p>"Taking action on climate change is more important than it's ever been. We are inspired and honored to be in the company of so many outstanding U.S. organizations being recognized by The Center for Climate Solutions and The Climate Registry," said Daniel Goldstein, Executive Vice President, Chief Legal Officer and Corporate Secretary at Pitney Bowes. "As we transform our business model and objectives, we do so along with a long-term vision of achieving carbon neutrality. To meet our objectives of both growth and environmental sustainability, we have a consistent focus on making our operations more efficient and using green technologies."</p> <p>Pitney Bowes is being recognized for Excellence in Greenhouse Gas Management (Goal Achievement Award) for the following:</p> <ul style="list-style-type: none"> • Reducing global emissions nearly 13% from 2015 to 2020, exceeding goal of 8%. • Developing and implementing sustainability initiatives in transportation and logistics, including by phasing in fuel-efficient vehicles for the North America Service Fleet, installing EV charging stations at Pitney Bowes's largest office building, and making hardware and software improvements for commercial vehicles to reduce emissions. • Reducing electricity consumption through site consolidations, efficiency upgrades, energy audits, and employee trainings. Since 2007, electricity consumption has decreased by approximately 35 million kilowatt hours, saving \$5.03 million and reducing 16,810 metric tons of carbon dioxide. • Implementing "Green Energy" in place of fossil fuel-based energy at operating facilities when possible. Since 2009, Pitney Bowes has also purchased renewable energy credits to support 193,754,000 kWh of green power projects. • Implementing programs to reduce waste and promote remanufacturing and recycling. The company avoided 3,636 metric tons of carbon dioxide equivalent through their waste reduction campaign in 2019 alone, and in the past 8 years has kept 3.6 million pounds of products out of the waste stream through remanufacturing. <p>"Congratulations to the 2021 Climate Leadership Award winner Pitney Bowes for their stand-out achievements," said Amy Holm, Executive Director of The Climate Registry. "At a time when the world urgently needs more climate action and ambition, these organizations and individuals demonstrate what is possible."</p> <p>"Being a climate leader and advocate for ambitious action means taking the steps today that set up opportunity for the future," said Nathaniel Keohane, President of the Center for Climate and Energy Solutions (C2ES). "The Climate Leadership Awards recognizes only those that aim high and have plans in place to achieve their goals. Pitney Bowes has shown exactly that kind of foresight and set an example among its peers."</p> <p>Pitney Bowes has committed to achieve carbon neutrality by 2040 through continued investment in more efficient facilities and green technologies to support our operations. To learn more about Pitney Bowes commitment to sustainability, visit the 2020 Corporate Responsibility Report located at the link below: https://www.pitneybowes.com/content/dam/pitneybowes/us/en/our-company/corporate-responsibility/reports/2020/corporate_responsibility_report_2020_web.pdf</p> |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | N/A |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes | In April of last year our company entered our second century during a global pandemic. There was a certain symmetry to how we entered our second century, since Pitney Bowes began a hundred years ago as the last |

your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

major pandemic was ending. On top of the global pandemic, 2020 was a year of tremendous social disruption. With all these disruptions came opportunities. Opportunities from a business perspective and importantly opportunities to demonstrate our commitments to our values of doing the right thing the right way and ultimately opportunities to demonstrate our character.

Successful companies that create long term value effectively answer four questions: First, why do employees work for you; second, why do customers buy from you; third, why do communities allow you license to operate within their locales; and finally, why do investors give you the capital to run your business.

Limit focus on one of these priorities to favor another and any advantage you create will be ephemeral.

It has always been important to focus on the health and well-being of your employees. In 2020, it was literally life or death. As Pitney Bowes was deemed an essential business many, actually most, of our workers showed up at our distribution and sortation centers as they did before, but with new protocols. Masks, social distancing, temperature checks and a variety of other changes were made to ensure our team was safe. As has been the case for a hundred years, our team came through with flying colors demonstrating their resilience and dedication which has sustained Pitney Bowes.

2020 was also a year which called into question a company's cultural commitment to equality for all. At Pitney Bowes this is nothing new. Doing the right thing the right way is grounded in creating a workplace that works for all. Consequently, diversity and inclusion are not new topics to us. They are topics that we have been living for 100 years. And our commitment to diversity and inclusion continues to be recognized. In 2020, Pitney Bowes was recognized by Forbes Magazine for the second consecutive year as a great company for diverse employees to work and we were also recognized for our commitment to Women and the LGBTQ+ community. All that said, we need to, and we will continue to up our game, particularly in the area of inclusion.

Pitney Bowes was deemed an essential company because of the unique role we play in commerce, specifically the movement of mail and parcels. With the huge influx of volume of parcels, 2020 was a challenging year, but we did our level best to help as many clients as we could. Also, because of hardship from the pandemic, we worked with our clients as best we could to help with momentary economic difficulties. Again, Pitney Bowes can't alleviate all hardship caused by the pandemic, but we did what we could.

Our commitment to responsible citizenship is making a difference in communities where we operate around the world. This past year we helped meet urgent needs through direct charitable contributions, partnerships with local and national nonprofit organizations, grants from the Pitney Bowes Foundation, volunteerism, and advocacy on key issues made more acute by public health challenges. We also continued our longstanding work to combat social inequities by closing education gaps, supporting initiatives around early childhood education, literacy, STEM, summer learning and workforce preparedness programs with a particular focus on the needs of students in underserved communities.

In 2020, we also continued our aggressive search for better ways to minimize our environmental footprint and model best practices for others. After achieving our five-year target for carbon emission reduction, a year early, we immediately set a more aggressive goal for the next five. Our 2020 recognition by "The Climate Leadership Awards" for excellence in greenhouse gas management served as a further impetus to do even more and we are. We have committed to achieve carbon neutrality by 2040 through continued investment in more efficient facilities and green technologies to support our operations. In terms of products, We have an abundance of products in which

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| | we continue to innovate. Our Mailing and Shipping systems are IBI compliant as the new USPS mandates go into effect, further, we have built up our smart locker and integrated tracking software offerings as more and more contactless options become necessary in the world today. |
|--|--|

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes. All of our terms and conditions that are uploaded contain a section on our Warranty. We have attached our sales and internet terms under Warranty. The Warranty is explained in Section 1. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes. 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. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Pitney Bowes can provide a certified technician to perform warranty repairs nation wide within all 50 states as applicable. We do not provide service in Canada. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Yes our 12 month warranty service applies to all products offered under our proposal. All service will be performed by Pitney Bowes authorized service technicians. | * |
| 51 | What are your proposed exchange and return programs and policies? | Please see Attachment 1 - Pitney Bowes Offer Letter attached which contains our Customer Satisfaction Guarantee and Attachment 9 - Pitney Bowes Return Policy. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Please see Attachment 12 - Technical Support Overview Document attached to our response. | * |

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 53 | Describe any performance standards or guarantees that apply to your services | Please see our Attachment 1 Pitney Bowes Offer Letter that included our Customer Satisfaction Guarantee. | * |
| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Please see Attachment 12 - Technical Service Overview document | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|--|---|
| 55 | Describe your payment terms and accepted payment methods. | Net 30. Credit Card, Cash, Check, ACH | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | Pitney Bowes Global Financial Service LLC is pleased to offer three different leasing programs, FMV Lease options, LTOP Lease option and our Operating Lease option. All of these options provide for varying durations from 24 to 60 month lease terms to fit the individual needs of the entity. | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | See our attached sample lease and purchase agreements as well as Attachment 2 - State and Local FMV lease terms, Attachment 3 - State and Local LTOP lease terms, Attachment 4 - State and Local Operating lease terms, and Attachment 8 - Send-Tech US Sales-Lease Internet Terms. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process? | Yes, for all items except for payment of actual postage. No additional cost is incurred by participating entities. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|-----------|---|--|---|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Line Item Discounts - MSRP less a percentage discount. See our price list uploaded to the price section of the proposal. | * |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Pitney Bowes is offering discounts ranging from 0 % to 36%. | * |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | N/A | * |
| 62 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Pitney Bowes is proud to have our entire product line included in our pricelist. | * |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | N/A | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All freight and shipping is included in any purchase or lease quotes given to a member. | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Alaska and Hawaii receive the same pricing as the other states. We are not including Canada in our response. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | N/A | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 67 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | This is a very broad statement, Pitney Bowes has contracts with many GPOs, Cooperative Procurement Organizations and State Purchasing Departments. Some that are priced higher than what we offer under Sourcewell and some that are priced the same as the pricing we offer under Sourcewell. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | At Pitney Bowes contract compliance is of supreme importance. Access to Sourcewell pricing is integrated into our electronic online pricing tool which is available to all sellers regardless of channel. This tool ensures compliance to contracted pricing and is not alterable by the sales representative. Client accounts also have a visual identifier in our system that further alerts the representative. Clients are verified against the online Member Lookup portal on the Sourcewell site before pricing is quoted. Our quarterly usage reports draw sales directly from the system and are verified. As has been demonstrated over the last five years of the current contract, only very rarely is there an error which is quickly remedied. |
| 69 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | One internal metric and probably the most important will be the client satisfaction scores received from our Sourcewell clients. Members deserve and expect superior customer service and satisfaction, especially from the pre-eminent industry leader. It is not just about growing GPO or supplier revenue but truly satisfying the wants, needs and desires of the members. The NAST and other scores allow us to constantly improve our service to clients. When those clients are very satisfied, the quarterly usage reports will be reflective of that as does our most Q4 2021 usage report which reflect and all-time high in contract revenue reported. |
| 70 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Pitney Bowes is pleased to offer a 1% administration fee to Sourcewell under this contract. |

Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * |
|-----------|--|---|
| 71 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Please see the attached Attachment 1 - Pitney Bowes Offer letter for a more in depth description due to space limitations in this section. Pitney Bowes is offering our broad breadth of solutions and products that span the complete needs of the members. From mailing solutions to shipping/receiving solutions, parcel lockers, inserting systems, analytics and much more, solutions we assist members with improve wide ranging processes and workflows. |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Postage meters, Mailing Systems, Postal Scales, Letter Openers, Folders, Inserters, Addressing Systems, Parcel Lockers, Sending/Receiving solutions and software, Analytics solutions, Mailing System Furniture. |

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered | Comments | |
|-----------|---|--|---|---|
| 73 | Solutions for the receiving, handling, preparation, packaging, tracking, and shipping of mail and parcels, including equipment, technology, hardware, software, supplies, and accessories | <input checked="" type="radio"/> Yes <input type="radio"/> No | Pitney Bowes is offering our full product line in these categories | * |
| 74 | Purpose-built mailroom furniture, furnishings, security or storage systems, and equipment, with related supplies and accessories | <input checked="" type="radio"/> Yes <input type="radio"/> No | Pitney Bowes offers purpose-built furniture and storage systems for use with our equipment. | * |
| 75 | Postage systems of all types and postal cost-optimization solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Pitney Bowes is offering our full product line in these categories | |
| 76 | Services related to the offering of the solutions described in Sections 1. a. - c. above, including installation, maintenance, repair, training, integration, support, and customization | <input checked="" type="radio"/> Yes <input type="radio"/> No | Pitney Bowes is offering all Services related to the solutions described in section one a.-c. | * |

Table 15: Industry Specific Questions

| Line Item | Question | Response | |
|-----------|---|---|---|
| 77 | Describe the ability to integrate the solutions you offer with other mailroom technologies, if any. | Pitney Bowes numerous avenues and mean to integrate to other technologies. From the most basic file transfer in .xls to much more robust API's we offer both the opportunities and trained IT personnel to meet the needs of members. Our recent acquisition of CrescoData provides integration to over 85 commerce channels through a single API, and enables mapping and automating of product, stock and order data between platforms. Whether the information transfer is simple or complex for our Enterprise Shipping and Locker solutions, Pitney Bowes is able to help our clients. | * |
| 78 | Describe your ability to customize your proposed solutions to unique customer requirements. | Pitney Bowes has thousands of SKUs which allows us to configure a solution that is tailored to the clients needs. From small non-profit office to city government to the largest education or state enterprise shipping application a solution can be configured to meet the need. Not only numerous options within a subcategory can be configured but as we are offering the breadth of our products on this contract, solutions from multiple categories can be configured to meet the various process and workflow improvement needs within a member entity. | |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document s are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document s cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one 1 document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one 1 document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Attachment 14 - Sourcwell Price Book January 2022.pdf - Wednesday January 12, 2022 07:57:00
- [Financial Strength and Stability](#) - Attachment 15 - Pitney Bowes Inc - 2020 Form 10-K.pdf - Wednesday January 12, 2022 08:05:58
- [Marketing Plan/Samples](#) - Attachment 10 - Pitney Bowes Marketing Plan - Sourcwell.pdf - Wednesday January 12, 2022 08:32:40

WMBE/MBE/SBE or Related Certificates optional

- [Warranty Information](#) - Attachment 8 - SendTech US Sales-Lease Internet Terms-OCTOBER 2021.pdf - Wednesday January 12, 2022 08:25:07
- [Standard Transaction Document Samples](#) - Standard Transaction Documents - Samples.zip - Wednesday January 12, 2022 10:09:33
- [Upload Additional Document](#) - Pitney Bowes Offer Letter and Attachments.zip - Wednesday January 12, 2022 11:31:23

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bill Walter, Vice President, Government and GPOs, Pitney Bowes Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_4_Mailing_Postage_Eqpt_Tech_RFP_011322 Wed January 5 2022 04:31 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Mailing_Postage_Eqpt_Tech_RFP_011322 Tue January 4 2022 09:16 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Mailing_Postage_Eqpt_Tech_RFP_011322 Mon January 3 2022 03:01 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Mailing_Postage_Eqpt_Tech_RFP_011322 Thu December 2 2021 02:57 PM | <input checked="" type="checkbox"/> | 1 |

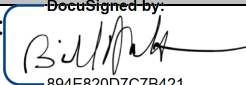
Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

| | |
|---|--------------------------------|
| Name: Bill walter | Title: VP, Government and GPOs |
| | |
| Authorized Signature:  <small>DocuSigned by: 894E820D7C7B421...</small> | Date: 6/28/2023 |