

**AMENDMENT ONE
OF CONTRACT #29762, SWC # 419 Digital Mailing Machines**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State" and Pitney Bowes, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract Section #2 of the Special Terms and Conditions is deleted in its entirety and replaced with the following:

2. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 8

Initial Contract Term With 7 Renewals

Start Date: January 1, 2012

Initial End Date: December 31, 2012

Final End Date: December 31, 2019

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the state, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to the number of renewals options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the state. It is mutually understood and agreed that the state's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the state's sole option.

It is understood and agreed that the state reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions.

Equipment Purchase and or Lease Schedule

Equipment may be purchased out right or leased on a 12, 24, 36 or 48 month lease schedule. Lease Purchase applies to the leased equipment which may be purchased for \$1.00 at the end of the lease term.

No new equipment will be leased in year five (5) from the resulting contract, (after the 48th month).

No new equipment will be purchased after the 60th month (beyond year five (5)) from the resulting contract. Maintenance and supplies may be purchased for the duration of the contract through the final end date as stated above.

The following is added as Contract Section #35 of the Special Terms and Conditions.

35. Substitute Items Offered by the Contractor

In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer

a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than five percent (5%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) – (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

Contract Section #21 of the Special Terms and Conditions is deleted in its entirety and replaced with the following:

21. Single Award Preferred (Sole Source)

The state prefers to award a single contract for all line items to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid; however, separate awards may be made by the following method:

Grouped Lines: Pitney Bowes: (Line 1 thru Line 147)
Neopost: (Line 148 thru Line 302)

If awarded by "group", bid prices shall be calculated as follows: For each line item, the bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. Each line item total in the group shall be added together for a group total price. The bidder must bid all line items in a group to be considered for an award for that group unless otherwise addressed in the specifications.

Contract Section #23 of the Special Terms and Conditions is deleted in its entirety and replaced with the following:

23. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn: Joyanna West
Phone: 615-253-1251
e-mail: joyanna.west@tn.gov

Contract Section #26 of the Special Terms and Conditions is deleted in its entirety and replaced with the following:

26. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods and services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

Contract Section #28 of the Special Terms and Conditions is deleted in its entirety and replaced with the following:

28. State of Tennessee Administrative Fee

A 1% administrative fee will be included in the cost of all goods leased or purchased against the State of Tennessee Statewide Contract 419, with the exception of postage meters and maintenance. This 1% (.01) fee will be rebated back to the State of Tennessee based on quarterly Contract Usage Reports documenting State, local government and non-profit entity purchases. The fee is due to the State by the 45th day following the ending of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

The payments will be mailed to:

Ron Plumb, Director of Financial Management
Department of General Services
Tennessee Tower, 22nd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

All reports shall be submitted to the Contract Administrator:

Buyer: Joyanna West
Department of General Services
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
E-mail: joyanna.west@tn.gov

Contract Sections #3, #9, #10, #14, #17, #18, #20, #24, and #27 of the Special Terms and Conditions are updated to reflect correct departmental terminology.

All instances referencing the "Purchasing Division" are deleted and replaced with "Central Procurement Office." The instance referencing the "Department of Mental Health and Mental Retardation" is deleted and replaced with "Department of Mental Health and Substance Abuse Services."

Contract Sections #1 through #32 of the Standard Terms and Conditions are deleted in their entirety and replaced with the following:

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.

6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.

7. IMPORTANT: By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.

8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tn.gov>.

9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.

10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.

11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of Tennessee Code Annotated § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: http://tn.gov/generalserv/cpo/for_bidders.html

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address: Department of General Services, Central Procurement Office Attn: Bidder Services 3rd Floor, William R Snodgrass, Tennessee Tower 312 Rosa L. Parks Avenue Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

31. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. Professional Licensure and Department of Revenue Registration: All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract. As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it

Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract. State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

shall comply with this term and condition for the entire contract period. The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration. As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following: Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records. Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s). Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office. By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/cpo/for_bidders.html

34. Modifications and Amendments: This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

35. Records - Examination/Audit: The state may, at reasonable times, examine/audit the books and/or records of any vendor/ contractor where such books and/or records relate to the performance of any contract or subcontract with the state. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the vendor/contractor or subcontractor for a period of three (3) years from the date of final payment under the prime contract or subcontract. Said examination/audit may be performed at any reasonable time by the Central Procurement Office, the Comptroller of the Treasury, or their duly appointed representative(s).

36. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective January 15, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PITNEY BOWES:


SIGNATURE

12/23/14
DATE

Francie Coffey Director of Govt Sales Central Region
PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Statewide Multi-Year Contract Issued to:

Pitney Bowes Inc
501 Mainstream Drive
Nashville, TN 37221
Attn: Scottie Domenico
Phone: 615-438-4527
Fax: 203-460-3215
e-mail: Scottie.domenico@pb.com

Vendor ID: 0000000238

Contract Number: 29762

Title: SWC#419, Digital Mailing Systems

Start Date : January 01, 2012
End Date: December 31, 2012

With 4 Options for Renewals If Exercised
End Date: December 31, 2016

Is this contract available to local government agencies in addition to State agencies?: Yes

Purchases by Local Government and Authorized Non-Profit Agencies (SWC) - T500

Authorized Users: Local Governments, Private Non-Profit Institutions of Higher Education and Eligible Non-Profit Agencies

The purpose of this Invitation to Bid/Sourcing Event is to establish a source or sources of supply for all state agencies, local governmental units within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401 et seq.). The resulting contract will be open to these governments unless a letter is attached to your bid, addressed to the Director of Purchasing, requesting exemption to this allowance.

Purchases by local governmental units, private institutions of higher education, and authorized corporations are encouraged but are optional with those agencies, private institutions of higher education, and corporations.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: John D Askins
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L Parks Blvd
Nashville, TN 37243-1002
Phone: 615-253-1855
Fax: 615-741-0684
john.askins@tn.gov

Line Information**Line 1**

Item ID: 1000137259
12 Month Lease (4 QI-Quarters), Pitney Bowes, Small Volume (32 LPM), DM100 w/ Moistener (includes meter, maintenance, equipment, and installation), Must Order Scale Separately
Unit of Measure: QI
Unit Price: \$ 165

Line 2

Item ID: 1000141029
24 Month Lease (8 QI-Quarters), Pitney Bowes, Small Volume (32 LPM), DM100 w/ Moistener (includes meter, maintenance, equipment, and installation), Must Order Scale Separately
Unit of Measure: QI
Unit Price: \$ 124

Line 3

Item ID: 1000137260
36 Month Lease (12 QI-Quarters), Pitney Bowes, Small Volume (32 LPM), DM100 w/ Moistener (includes meter, maintenance, equipment, and installation)
Unit of Measure: QI
Unit Price: \$ 111

Line 4

Item ID: 1000137253
48 Month Lease (16 QI-Quarters), Pitney Bowes, Small Volume (32 LPM), DM100 w/ Moistener (includes meter, maintenance, equipment, and installation)
Unit of Measure: QI
Unit Price: \$ 104

Line 5

Item ID: 1000137230
Purchase, Pitney Bowes, Small Volume (32 LPM), DM100 w/ Moistener (base machine, only - requires P700 meter and maintenance)
Unit of Measure: EA
Unit Price: \$ 300

Line 6

Item ID: 1000137254
12 Month Lease (4 QI-Quarters), Pitney Bowes, Low/Mid Volume (95LPM), DM400 Automatic Mailing machine (includes meter, maintenance, equipment)
Unit of Measure: QI
Unit Price: \$ 729

Line 7

Item ID: 1000141030

24 Month Lease (8 QI-Quarters), Pitney Bowes, Low/Mid Volume (95LPM), DM400 Automatic Mailing machine (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 473

Line 8

Item ID: 1000137255

36 Month Lease (12 QI-Quarters), Pitney Bowes, Low/Mid Volume (95LPM), DM400 Automatic Mailing machine (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 391

Line 9

Item ID: 1000137256

48 Month Lease (16 QI-Quarters), Pitney Bowes, Low/Mid Volume (95LPM), DM400 Automatic Mailing machine (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 349

Line 10

Item ID: 1000137231

Purchase, Pitney Bowes, Low/Mid Volume (95LPM), DM400 Automatic Mailing machine (base machine only - requires G900 meter and maintenance)

Unit of Measure: EA

Unit Price: \$ 2279

Line 11

Item ID: 1000137257

12 Month Lease (4 QI-Quarters), Pitney Bowes, Low/Mid Volume (120LPM), DM 475 Automatic with in-line scale (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 1597

Line 12

Item ID: 1000141031

24 Month Lease (8 QI-Quarters), Pitney Bowes, Low/Mid Volume (120LPM), DM 475 Automatic with in-line scale (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 975

Line 13

Item ID: 1000137258

36 Month Lease (12 QI-Quarters), Pitney Bowes, Low/Mid Volume (120LPM), DM 475 Automatic with in-line scale (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 773

Line 14

Item ID: 1000137261

48 Month Lease (16 QI-Quarters), Pitney Bowes, Low/Mid Volume (120LPM), DM 475 Automatic with in-line scale (includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 672

Line 15

Item ID: 1000137232

Purchase, Pitney Bowes, Low/Mid Volume (120LPM), DM 475 Automatic with in-line scale (base machine only - requires G900 meter and maintenance)

Unit of Measure: EA

Unit Price: \$ 5397

Line 16

Item ID: 1000137262

12 Month Lease (4 QI-Quarters), Pitney Bowes, Mid Volume (160LPM), Connect+ 1000 Automatic Mailing Machine Mid Volume(includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 1105

Line 17

Item ID: 1000141032

24 Month Lease (8 QI-Quarters), Pitney Bowes, Mid Volume (160LPM), Connect+ 1000 Automatic Mailing Machine Mid Volume(includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 726

Line 18

Item ID: 1000137263

36 Month Lease (12 QI-Quarters), Pitney Bowes, Mid Volume (160LPM), Connect+ 1000 Automatic Mailing Machine Mid Volume(includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 603

Line 19

Item ID: 1000137264

48 Month Lease (16 QI-Quarters), Pitney Bowes, Mid Volume (160LPM), Connect+ 1000 Automatic Mailing Machine Mid Volume(includes meter, maintenance, equipment)

Unit of Measure: QI

Unit Price: \$ 542

Line 20

Item ID: 1000137233

Purchase, Pitney Bowes, Mid Volume (160LPM), Connect+ 1000 Automatic Mailing Machine Mid Volume (base machine only - requires 1W00 meter and maintenance)

Unit of Measure: EA

Unit Price: \$ 3435

Line 21

Item ID: 1000137265

12 Month Lease (4 QI-Quarters), Pitney Bowes, High Volume (300LPM), Connect+ 3000 Automatic mailing machine with in-line scale

Unit of Measure: QI

Unit Price: \$ 4137

Line 22

Item ID: 1000141033

24 Month Lease (8 QI-Quarters), Pitney Bowes, High Volume (300LPM), Connect+ 3000 Automatic mailing machine with in-line scale

Unit of Measure: QI

Unit Price: \$ 2597

Line 23

Item ID: 1000137266

36 Month Lease (12 QI-Quarters), Pitney Bowes, High Volume(300LPM),Connect+ 3000 Automatic mailing machine with in-line scale

Unit of Measure: QI

Unit Price: \$ 2100

Line 24

Item ID: 1000137267

48 Month Lease (16 QI-Quarters), High Volume (300LPM),Connect+ 3000 Automatic mailing machine with in-line scale

Unit of Measure: QI

Unit Price: \$ 1849

Line 25

Item ID: 1000137234

Purchase, Pitney Bowes, High Volume (300LPM),Connect+ 3000 Automatic mailing machine with in-line scale, (base machine only - requires 1W00 meter and maintenance)

Unit of Measure: EA

Unit Price: \$ 14408

Line 26

Item ID: 1000137268

12 Month Lease (4 QI-Quarters), Pitney Bowes, Small/Mid Volume (3500 per hour),DI425 - Folder-Insertter, Inst and Training

Unit of Measure: QI

Unit Price: \$ 2691

Line 27

Item ID: 1000141034

24 Month Lease (8 QI-Quarters), Pitney Bowes, Small/Mid Volume (3500 per hour),DI425 - Folder-Insertter, Inst and Training

Unit of Measure: QI

Unit Price: \$ 1757

Line 28

Item ID: 1000137269

36 Month Lease (12 QI-Quarters), Pitney Bowes, Small/Mid Volume(3500 per hour),DI425 - Folder-Insertter, Inst and Training

Unit of Measure: QI

Unit Price: \$ 1247

Line 29

Item ID: 1000137270

48 Month Lease (16 QI-Quarters), Small/Mid Volume (3500 per hour),DI425 - Folder-Insertter, Inst and Training

Unit of Measure: QI

Unit Price: \$ 1069

Line 30

Item ID: 1000137235

Purchase, Pitney Bowes, Small/Mid Volume (3500 per hour),DI425 - Folder-Insertter, Inst and Training

Unit of Measure: EA

Unit Price: \$ 9835

Line 31

Item ID: 1000137271

*12 Month Lease (4 QI-Quarters), Pitney Bowes, Mid/High Volume (4300 per hour), DI900 - Folder-
Inserter, 3 Inserts/3 sheets - Inst and Training*

Unit of Measure: QI

Unit Price: \$ 6725

Line 32

Item ID: 1000141035

*24 Month Lease (8 QI-Quarters), Pitney Bowes, Mid/High Volume (4300 per hour), DI900 - Folder-
Inserter, 3 Inserts/3 sheets - Inst and Training*

Unit of Measure: QI

Unit Price: \$ 3658

Line 33

Item ID: 1000137272

*36 Month Lease (12 QI-Quarters), Pitney Bowes, Mid/High Volume (4300 per hour), DI900 - Folder-
Inserter, 3 Inserts/3 sheets - Inst and Training*

Unit of Measure: QI

Unit Price: \$ 2662

Line 34

Item ID: 1000137150

*48 Month Lease (16 QI-Quarters), Pitney Bowes, Mid/High Volume (4300 per hour), DI900 - Folder-
Inserter, 3 Inserts/3 sheets - Inst and Training*

Unit of Measure: QI

Unit Price: \$ 2601

Line 35

Item ID: 1000137236

*Purchase, Pitney Bowes, Mid/High Volume (4300 per hour), DI900 - Folder-Inserter, 3 Inserts/3 sheets -
Inst and Training*

Unit of Measure: EA

Unit Price: \$ 24580

Line 36

Item ID: 1000137151

Lease, Meter, P700, Meter for the Pitney Bowes DM100

Unit of Measure: QI

Unit Price: \$ 75

Line 37

Item ID: 1000137152

Purchase Power for the Pitney Bowes DM100

Unit of Measure: QI

Unit Price: \$ 75

Line 38

Item ID: 1000137153

Lease, Meter, G900, Meter for the Pitney Bowes DM300/DM400 and DM475

Unit of Measure: QI

Unit Price: \$ 120

Line 39

Item ID: 1000137154

Purchase Power for the Pitney Bowes DM300/DM400 and DM475

Unit of Measure: QI

Unit Price: \$ 21

Line 40

Item ID: 1000137155

Lease, Meter, 1W00, CONNECT+SERIES, Meter for the Pitney Bowes 1000 or 3000

Unit of Measure: QI

Unit Price: \$ 195

Line 41

Item ID: 1000137156

Purchase Power for the Pitney Bowes 1000 or 3000

Unit of Measure: QI

Unit Price: \$ 45

Line 42

Item ID: 1000137157

Lease, Meter, Meter for Pitney Bowes DM 500-575

Unit of Measure: QI

Unit Price: \$ 165

Line 43

Item ID: 1000137158

Purchase Power for Pitney Bowes DM 500-575

Unit of Measure: QI

Unit Price: \$ 45

Line 44

Item ID: 1000137159

Lease, Meter, Meter for Pitney Bowes DM 800-1100

Unit of Measure: QI

Unit Price: \$ 195

Line 45

Item ID: 1000137160

Purchase Power for Pitney Bowes DM 800-1100

Unit of Measure: QI

Unit Price: \$ 45

Line 46

Item ID: 1000137161

Meter, MSGS, Sprint 3G Subscription (90/qtr-CELL030R, CELL030L), Goes with the Pitney Bowes 1000 or 3000

Unit of Measure: QI

Unit Price: \$ 90

Line 47

Item ID: 1000137162

Pitney Bowes, 7P00, Intellilink Control Center Confirmations Services for DM100 Series, (Requires Base Meter with Postage by Phone+Option)

Unit of Measure: QI

Unit Price: \$ 21

Line 48

Item ID: 1000137163

Pitney Bowes, G9SS, Intellilink Control Center Confirmation Services for DM300,DM400 and DM475 Series

Unit of Measure: QI

Unit Price: \$ 21

Line 49

Item ID: 1000137164

Pitney Bowes, G9SS, Intellilink Control Center Confirmation Services for DM525 - DM1100 Series, (Requires Base Meter with Postage by Phone+Option)

Unit of Measure: QI

Unit Price: \$ 45

Line 50

Item ID: 1000137165

Pitney Bowes, M9SS, Intellilink Control Center Confirmation Services for CONNECT+SERIES, (Requires Base Meter with Postage by Phone+Option)

Unit of Measure: QI

Unit Price: \$ 45

Line 51

Item ID: 1000137166

Pitney Bowes, G9SS, Intellilink Control Center Electronic Return Receipt Services for DM300,DM400 and DM475 Series, (Requires Confirmation Services)

Unit of Measure: QI

Unit Price: \$ 84

Line 52

Item ID: 1000137167

Pitney Bowes, Intellilink Control Center Electronic Return Receipt Services for DM525-DM575 Series, (Requires Confirmation Services)

Unit of Measure: QI

Unit Price: \$ 75

Line 53

Item ID: 1000137168

Pitney Bowes, Intellilink Control Center Electronic Return Receipt Services for DM825-DM1100 Series, (Requires Confirmation Services)

Unit of Measure: QI

Unit Price: \$ 135

Line 54

Item ID: 1000137169

Pitney Bowes, M9SS, Intellilink Control Center Electronic Return Receipt Services for CONNECT+SERIES, (Requires Confirmation Services)

Unit of Measure: QI

Unit Price: \$ 135

Line 55

Item ID: 1000137170

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 29

Line 56

Item ID: 1000141036

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 16

Line 57

Item ID: 1000137171

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 12

Line 58

Item ID: 1000137172

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 9

Line 59

Item ID: 1000137237

Purchase, Scales, Pitney Bowes, 2lb scale for DM 100

Unit of Measure: EA

Unit Price: \$ 320

Line 60

Item ID: 1000137173

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 59

Line 61

Item ID: 1000141037

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 32

Line 62

Item ID: 1000137174

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 23

Line 63

Item ID: 1000137175

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 100

Unit of Measure: QI

Unit Price: \$ 19

Line 64

Item ID: 1000137238

Purchase, Scales, Pitney Bowes, 5lb scale for DM 100

Unit of Measure: EA

Unit Price: \$ 645

Line 65

Item ID: 1000137176

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 40

Line 66

Item ID: 1000141038

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 22

Line 67

Item ID: 1000137177

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 16

Line 68

Item ID: 1000137178

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 2lb scale for DM DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 13

Line 69

Item ID: 1000137239

Purchase, Scales, Pitney Bowes, 2lb scale for DM 400 - DM 475

Unit of Measure: EA

Unit Price: \$ 435

Line 70

Item ID: 1000137179

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 59

Line 71

Item ID: 1000141039

24 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 32

Line 72

Item ID: 1000137180

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 32

Line 73

Item ID: 1000137181

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 5lb scale for DM DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 19

Line 74

Item ID: 1000137240

Purchase, Scales, Pitney Bowes, 5lb scale for DM 400 - DM 475

Unit of Measure: EA

Unit Price: \$ 645

Line 75

Item ID: 1000137182

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 10lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 75

Line 76

Item ID: 1000141040

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 10lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 41

Line 77

Item ID: 1000137183

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 10lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 30

Line 78

Item ID: 1000137184

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 10lb scale for DM DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 24

Line 79

Item ID: 1000137241

Purchase, Scales, Pitney Bowes, 10lb scale for DM 400 - DM 475

Unit of Measure: EA

Unit Price: \$ 825

Line 80

Item ID: 1000137185

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 15lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 129

Line 81

Item ID: 1000141041

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 15lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 70

Line 82

Item ID: 1000137186

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 15lb scale for DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 51

Line 83

Item ID: 1000137187

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 15lb scale for DM DM 400 - DM 475

Unit of Measure: QI

Unit Price: \$ 41

Line 84

Item ID: 1000137242

Purchase, Scales, Pitney Bowes, 15lb scale for DM 400 - DM 475

Unit of Measure: EA

Unit Price: \$ 1415

Line 85

Item ID: 1000137188

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 5lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 98

Line 86

Item ID: 1000141042

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 5lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 53

Line 87

Item ID: 1000137189

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 5lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 39

Line 88

Item ID: 1000137190

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 5lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 31

Line 89

Item ID: 1000137243

Purchase, Scales, Pitney Bowes, 5lb scale for Connect+Series

Unit of Measure: EA

Unit Price: \$ 1069

Line 90

Item ID: 1000137191

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 10lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 121

Line 91

Item ID: 1000141043

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 10lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 66

Line 92

Item ID: 1000137192

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 10lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 48

Line 93

Item ID: 1000137193

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 10lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 39

Line 94

Item ID: 1000137244

Purchase, Scales, Pitney Bowes, 10lb scale for Connect+Series

Unit of Measure: EA

Unit Price: \$ 1329

Line 95

Item ID: 1000137194

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 15lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 139

Line 96

Item ID: 1000141044

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 15lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 76

Line 97

Item ID: 1000137207

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 15lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 55

Line 98

Item ID: 1000137208

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 15lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 45

Line 99

Item ID: 1000137249

Purchase, Scales, Pitney Bowes, 15lb scale for Connect+Series

Unit of Measure: EA

Unit Price: \$ 1524

Line 100

Item ID: 1000137209

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 30lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 148

Line 101

Item ID: 1000141045

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 30lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 81

Line 102

Item ID: 1000137210

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 30lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 59

Line 103

Item ID: 1000137211

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 30lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 48

Line 104

Item ID: 1000137250

Purchase, Scales, Pitney Bowes, 30lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: EA

Unit Price: \$ 1625

Line 105

Item ID: 1000137212

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 70lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 164

Line 106

Item ID: 1000141046

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 70lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 89

Line 107

Item ID: 1000137213

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 70lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 65

Line 108

Item ID: 1000137214

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 70lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 53

Line 109

Item ID: 1000137251

Purchase, Scales, Pitney Bowes, 70lb scale for DM 400 - DM 475 and Connect+Series

Unit of Measure: EA

Unit Price: \$ 1800

Line 110

Item ID: 1000137215

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, 149lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 228

Line 111

Item ID: 1000141047

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, 149lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 124

Line 112

Item ID: 1000137205

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, 149lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 90

Line 113

Item ID: 1000137206

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, 149lb scale for Connect+Series

Unit of Measure: QI

Unit Price: \$ 73

Line 114

Item ID: 1000137245

Purchase, Scales, Pitney Bowes, 149lb scale for Connect+Series

Unit of Measure: EA

Unit Price: \$ 2500

Line 115

Item ID: 1000137195

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 2 - 10 lb scale

Unit of Measure: QI

Unit Price: \$ 12

Line 116

Item ID: 1000141048

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 2 - 10 lb scale

Unit of Measure: QI

Unit Price: \$ 6

Line 117

Item ID: 1000137196

36 Month Lease (12 QI-Quarters), Scales, Differential Weighing for 2 - 10 lb scale

Unit of Measure: QI

Unit Price: \$ 5

Line 118

Item ID: 1000137197

48 Month Lease (16 QI-Quarters), Scales, Differential Weighing for 2 - 10 lb scale

Unit of Measure: QI

Unit Price: \$ 4

Line 119

Item ID: 1000141050

Purchase, Scales, Differential Weighing for 2 - 10 lb scale

Unit of Measure: EA

Unit Price: \$ 127

Line 120

Item ID: 1000137198

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 15 - 30 lb scale

Unit of Measure: QI

Unit Price: \$ 23

Line 121

Item ID: 1000141049

24 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 15 - 30 lb scale

Unit of Measure: QI

Unit Price: \$ 13

Line 122

Item ID: 1000137199

36 Month Lease (12 QI-Quarters), Scales, Differential Weighing for 15 - 30 lb scale

Unit of Measure: QI

Unit Price: \$ 9

Line 123

Item ID: 1000137200

48 Month Lease (16 QI-Quarters), Scales, Differential Weighing for 15 - 30 lb scale

Unit of Measure: QI

Unit Price: \$ 8

Line 124

Item ID: 1000137247

Purchase, Scales, Differential Weighing for 15 - 30 lb scale

Unit of Measure: EA

Unit Price: \$ 257

Line 125

Item ID: 1000137201

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 70 lb scale DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 53

Line 126

Item ID: 1000141027

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 70 lb scale DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 29

Line 127

Item ID: 1000137202

36 Month Lease (12 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 70 lb scale DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 21

Line 128

Item ID: 1000137203

48 Month Lease (16 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 70 lb scale DM 400 - DM 475 and Connect+Series

Unit of Measure: QI

Unit Price: \$ 17

Line 129

Item ID: 1000137248

Purchase, Scales, Pitney Bowes, Differential Weighing for 70 lb scale DM 400 - DM 475 and Connect+Series

Unit of Measure: EA

Unit Price: \$ 582

Line 130

Item ID: 1000137204

12 Month Lease (4 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 149 lb scale

Unit of Measure: QI

Unit Price: \$ 71

Line 131

Item ID: 1000141028

24 Month Lease (8 QI-Quarters), Scales, Pitney Bowes, Differential Weighing for 149 lb scale

Unit of Measure: QI

Unit Price: \$ 39

Line 132

Item ID: 1000137216

36 Month Lease (12 QI-Quarters), Scales, Differential Weighing for 149 lb scale

Unit of Measure: QI

Unit Price: \$ 28

Line 133

Item ID: 1000137217

48 Month Lease (16 QI-Quarters), Scales, Differential Weighing for 149 lb scale

Unit of Measure: QI

Unit Price: \$ 23

Line 134

Item ID: 1000137252

Purchase, Scales, Differential Weighing for 149 lb scale

Unit of Measure: EA

Unit Price: \$ 777

Line 135

Item ID: 1000137218

INVIEW Single Meter, Subscriptions

Unit of Measure: QI

Unit Price: \$ 12

Line 136

Item ID: 1000137219

INVIEW up to 2 meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 21

Line 137

Item ID: 1000137220

INVIEW up to 5 meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 45

Line 138

Item ID: 1000137221

INVIEW up to 20 meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 150

Line 139

Item ID: 1000137222

INVIEW up to 50 meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 300

Line 140

Item ID: 1000137223

INVIEW up to 100 meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 150

Line 141

Item ID: 1000137224

INVIEW Unlimited meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 750

Line 142

Item ID: 1000137225

TPM(Total Postal Management)- up to 5 non PB Meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 0 No Cost Item

Line 143

Item ID: 1000137226

TPM(Total Postal Management)- up to 20 non PB Meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 0 No Cost Item

Line 144

Item ID: 1000137227

TPM(Total Postal Management)- up to 50 non PB Meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 99

Line 145

Item ID: 1000137228

TPM(Total Postal Management)- up to 100 non PB Meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 126

Line 146

Item ID: 1000137229

TPM(Total Postal Management)- unlimited non PB Meters, Subscriptions

Unit of Measure: QI

Unit Price: \$ 150

Line 147

APCAT: Special Item / Special Request for Percent Discount Off of Pitney Bowes Catalog Items

Catalog 1 Equipment and Hardware

Catalog 2 Maintenance, Software and Hardware

Catalog 3 Supplies

APPROVED:

John Bissell
DIRECTOR OF PURCHASING

BY:

PURCHASING AGENT

12-19-11
DATE

**State of Tennessee Specifications for State Wide Contract # 419 (SWC 419)
Digital Mailing Systems, Mailroom Equipment, Postage Meters and Supplies**

Edison Sourcing Event # 3890

1.0 Scope

- 1.1 To establish a manufacturer Statewide Contract (SWC) to be used by the State of Tennessee and its Agencies, Cities, Counties, Municipalities, School Systems and qualified non-profits to acquire mailing systems, mail and mail room related products, equipment, supplies and services by direct purchase or lease. This will be a one year contract with four options to renew. Equipment may be leased by the State only during the first four years of the contract with the lease period not to exceed the end date of year five. No lease by the State can exceed the five year term of the contract. The fifth year of the contract will serve as the change out year with a new contract replacing the existing one.

2.0 Contractor Requirements

- 2.1 Single Point of Contact for Order Management: Contractor must designate a person as the single point of contact and an alternate between the Contractor's organization and the State. This representative must be technically competent in the technology this contract addresses and must understand the State's requirements. The single point of contact must notify the State of the Contractor's progress toward resolving contract product shipment issues and the Contractor's and/or manufacturer's plans for changes in the products affecting the contract.
- 2.2 Any product outside of the primary core items which includes all catalog items requires a vendor quote letter referencing the equipment and the State Wide Contract name and number along with the name of the catalog and its current date. This is to ensure that items purchased off the attached catalogs have been vetted to ensure operation with existing equipment or with other items being purchased
- 2.3 Customer Representatives and Services: Contractor must have customer service representatives knowledgeable of the State's environment who possess the appropriate tools to provide timely and accurate responses to requests for information about contract products, orders, order status, delivery and invoices. Additionally, the customer services made available to the State by the contractor shall include providing various information regarding contracted products such as pricing, product profiles/factsheets, announcements, current versions, media availability, and system requirements to contract customers, as requested.
- 2.4 Telephone Contact Numbers/email addresses: Contractor must provide a toll-free telephone number available to contract customers for person-to-person interaction involving customer services and inquiries about contract orders, order status, billing and invoicing. Contractor must also provide email addresses for person-to-person interaction involving customer services and inquiries about contract orders, order status, billing and invoicing.

- 2.5 Backorder Reporting: Contractor must provide by the 15th business day of the following month a report of all purchases on backorder with an estimated arrival time (ETA) to the States Contract Administrator. The report must include, but not be limited to, the order entry date, age of order, customer's purchase order number, customer's department, product part number, product description with version, quantity ordered, unit price, extended price, estimated delivery date, and total purchase dollars for all products on backorder by department/location, and grand total purchase dollars for all products on backorder.
- 2.6 Opened/Delayed Orders as a result of industry wide constraints: Contractor must notify the States Contract Administrator of any open orders that are going to be delayed due to industry wide constraints or unforeseen circumstances that impact the specified contract delivery time as they occur. The notification must include the specified product name, product version, customer's name, department/location, and purchase order number affected.
- 2.7 Contractor Notification – Product Change: Contractor must notify the State in writing of any changes in product, product version, or product enhancements that will affect or modify the contract products. This notification must be made within twenty (20) days of proposed contract implementation to allow the State time for review of the impact these changes will incur, approval of the proposed changes, and notification to all departments.

3.0 Product/Services Requirements

3.1 Term Leases

- 3.1.1 All new systems, products etc. will be based on the States Manufacturer's Contract. The Contract provides for direct purchase and for 12, 24, 36 and 48 month term leases that will be inclusive of all costs from the manufacturer. The Unit of measure for leases is Ql = quarter. A 12 month lease would be 4 quarters, 24 months would be 8 quarters, 36 months is 12 quarters and 48 months 16 quarters. These costs are inclusive of but not limited to meter rental, meter resets, postage transaction charges, carrier rate increases, USPS services and rate changes, on-site service, toll-free service or equipment replacement, postal subscriptions, software maintenance, installation and initial training. One year blended warranty included. Prices quoted monthly billed quarterly in arrears. All term leases are billed quarterly in arrears. Billing should commence on 3-30, 6-30, 9-30, and 12-30 to maintain billing within fiscal funding periods.
- 3.1.2 No new systems or equipment may be leased in Year (5) from the resulting contract. Year (5) is for direct purchase, maintenance, meter rentals and supplies only.
- 3.1.3 Delivery: Items are to be delivered to various locations throughout all 95 Counties in the State of Tennessee and the Military Base in Tunnel Hill Georgia.
- 3.1.4 Purchase Orders / Contract Releases issued will reflect the total billing amount from the manufacturer (inclusive of all items listed in Section 3.1.1 as well as any taxes based on taxing jurisdiction if applicable).
- 3.1.5 For the State of Tennessee and its Agencies a Signed Purchase Order / Contract Release Shall serve as Agreement under the Terms and Conditions and Provisions of this Contract – Vendor shall not require any other Signatures or Agreements for fulfillment. (This does not apply to Cities, Counties and other Entities that may use this contract.)

Local governments, Cities, Counties, and other entities may use a signature in lieu of a P.O. release against this contract, or a Purchase order from their on organization with signed lease agreement. The terms and conditions and provisions of this contract shall remain regardless of the contract release method.

- 3.1.6** Have the following options at the end of the set period of the lease
- a.) A renewal option for new equipment, provided that such renewals do not exceed the expiration date of the contract.
 - b.) Return of the equipment at the manufacturer's expense
 - c.) The State or end using entity may purchase the leased equipment for \$1.00 at the end of a 12, 24, 36, 48 month lease. The Meter will never be owned by the end user and the end user will also be responsible for any maintenance, rate changes, and software subscriptions once item is purchased.
 - d.) Upgrade's to current equipment are allowed provided that there are no penalties to the agency or the vendor for the upgrade and no carry forward dollars can exist from the previous lease. Upgrades may not extend past the end date of the contract.
- 3.1.7** No shipping, handling, or document fees, shall be allowed. Vendor is responsible for both the installation and the removal of their equipment along with any ensuing debris at no charge to the State, with the exception as specified in section 9.0 Termination of Lease Charges
- 3.1.8** Required Documents: A handbook of operating instructions must be furnished with each machine ordered. The handbook shall adequately identify and explain each feature, and show its locations and method of operation.

3.2 Maintenance Requirements (Hardware & Software)

- 3.2.1** Maintenance, (on-site or toll free), Parts, Labor and any shipping and handling shall be included in the line item price of all rental and lease equipment.
- 3.2.2** Maintenance of Existing equipment leased outside of this contract or purchased equipment must be purchased off the catalog portion of this contract.
- 3.2.3** Maintenance response time shall be no more than 2 hours on call back or e-mail response and no more than 12 business hours for an onsite service call. The vendor shall provide a toll free number to call for repair. If equipment cannot be repaired within a 48 hour period the vendor shall provide a loaner machine until the machine can be repaired or permanently replaced. Listing of Point of Contracts, Phone #'s and Locations for Maintenance may be updated and changed during the course of this contact with the prior approval of the Department of General Services Purchasing Division as long as such changes do not affect the overall service response provided to the State of Tennessee.
- 3.2.4** Maintenance must be performed during the States's normal business hours (8:00 A.M. to 4:30 P.M., Monday thru Friday, excluding legal holidays). The State of Tennessee will not authorize payment for overtime after normal business hours nor will the State of Tennessee authorize payment for any travel expenses incurred.

- 3.2.5 The contractor or his maintenance technician is required to have training on any and all equipment included in awarded contract. The Contractor must provide the State of Tennessee with evidence of such training upon request. Technicians must have all technical manuals required for repairs at the time of a service call.
- 3.2.6 Any and all service calls or maintenance visits shall be made in accordance with the manufacturer's guidelines. All equipment shall be maintained within factory standards.

4.0 Catalog Requirements

- 4.1 The State requires that all bidders submit three Catalogs / Price Lists; 1.) Mailing Systems, Equipment and Accessories. 2.) Maintenance. 3.) Supplies
- 4.2 The State requires that all contractors bidding in response to this Invitation to Bid (ITB) provide with the bid response a complete price list upon which bid percentages will apply. The catalog offerings must be provided for the duration of the contract and renewals thereof and shall include the most current available products and services.
- 4.3 The catalog / price list submitted with the bid response may be provided as hard copy print, electronic format on digital media, or uploaded and attached to the bid response in Edison. All line items submitted in the catalog shall have a simple numeric line item number (1.2.3...etc.).
- 4.4 The manufacturer's catalog submitted with the bid response and all catalog updates received after award, shall not contain any contractor or manufacturer's terms and conditions in accordance with the Invitation to Bid (ITB).

5.0 Bid Factor Categories

5.1 Category 1 – Mailing systems, Equipment and Accessories

Please enter the percentage bid for Category 1 price list items as specified. This percentage will be applied to the price list submitted with the bid to determine the Price Bid.

The State will apply this percentage, during evaluation of bids received in response to this Sourcing Event and throughout the term of the contract (including renewals and extensions thereof), to the prices contained in this then current price list of all items meeting the description(s) given above.

Bidders are to enter a single percentage to be applied to Category 1- price list items as specified. This percentage will be applied to the prices for these items in the price list to determine the price bid. The State does not allow multiple percentages for a bid factor. Note: enter the percentage as a decimal. Do not use a minus sign (-) or a plus sign (+).

Examples:

- 1) For a bid of -10% enter .90
- 2) For net cost bid enter 1.00

3) For a bid of +15% enter 1.15
(The maximum number of decimal places allowed is 6)

All products and/or services falling within Category 1 will be bid using this percentage and the bidder must include all costs associated with providing these products and/or services in the percentage. The State will pay no additional costs for the products and/or services falling within Category 1.

5.2 Category 2 – Maintenance (Hardware and Software)

Please enter the percentage bid for Category 2 Maintenance price list items as specified. This percentage will be applied to price list submitted with the bid to determine the Price Bid.

The State will apply this percentage, during evaluation of bids received in response to this Sourcing Event and throughout the term of the contract (including renewals and extensions thereof), to the prices contained in this then current price list of all items meeting the description(s) given above.

Bidders are to enter a single percentage to be applied to Category 2 - price list items as specified. This percentage will be applied to the prices for these items in the price list to determine the price bid. The State does not allow multiple percentages for a bid factor. Note: enter the percentage as a decimal. Do not use a minus sign (-) or a plus sign (+).

Examples:

- 1) For a bid of -10% enter .90
 - 2) For net cost bid enter 1.00
 - 3) For a bid of +15% enter 1.15
- (The maximum number of decimal places allowed is 6)

All products and/or services falling within Category 2 will be bid using this percentage and the bidder must include all costs associated with providing these products and/or services in the percentage. The State will pay no additional costs for the products and/or services falling within Category 2.

5.3 Category 3 – Supplies

Please enter the percentage bid for Category 3 price list items as specified. This percentage will be applied to the prices for these items included in the most current price list submitted with the bid to determine the Price Bid.

The State will apply this percentage, during evaluation of bids received in response to this Sourcing Event and throughout the term of the contract (including renewals and extensions thereof), to the prices contained in this then current price list of all items meeting the description(s) given above.

Bidders are to enter a single percentage to be applied to Category 3 - price list items as specified. This percentage will be applied to the prices for these items in the price list to determine the price bid. The State does not allow multiple percentages for a bid factor. Note: enter the percentage as a decimal. Do not use a minus sign (-) or a plus sign (+).

Examples:

- 1) For a bid of -10% enter .90
- 2) For net cost bid enter 1.00
- 3) For a bid of +15% enter 1.15

(The maximum number of decimal places allowed is 6)

All products and/or services falling within Category 3 will be bid using this percentage and the bidder must include all costs associated with providing these products and/or services in the percentage. The State will pay no additional costs for the products and/or services falling within Category 3.

6.0 Training

- 6.1** Vendor will be responsible for initial training of a minimum of (4) operators (if applicable), on all aspects of the equipment at the time of installations at no additional cost to the state.

7.0 Bid Price Evaluation

Category 1, Category 2 and Category 3 Bid Factors each have an “estimated amount” the State will use to determine price bid. The percentages bid for Category 1, Category 2, and Category 3 will be applied to the “estimated amount” for each Bid Factor. The State will add the Line item totals to the totals for Category 1, Category 2, and Category 3 during evaluation to determine the bid price.

8.0 Bid Response Requirements

If the bidder responds via paper bid, the State requests that two (2) copies of the bid be submitted having one copy of the bid marked “original” and the second marked “duplicate”.

This requirement is not applicable if bidder responds in Edison.

9.0 Termination of Lease Charges

The State of Tennessee shall not be required to pay any termination charges for early termination of an agency lease. For example: In the event that an Agency no longer requires the use of the machine (due to closing an office or due to a cutback in budgeting or need) then the Agency can with a sixty day written notification, return the machine without penalty. The vendor shall be required to pick-up the machine at no additional expense.

An Agency will not be allowed to return its equipment and cancel its lease without the approval of both the DGS Postal Services Division and the DGS Purchasing Division due to a misjudgment of need. The Agency should first look within its own Department to utilize the equipment elsewhere. If a new location is determined, the vendor shall be required to prep the equipment for the move to the new location and set it up at no charge. (Any other moves of existing equipment for Agency convenience would incur moving prep and set up charges). The moving date shall be mutually agreed upon by the agency and the vendor. The move itself will be carried out by the State or the agency using its local purchasing authority to contract for a mover.

Cities, Counties and other entities that use this contract may have different Terms based on their signed lease agreements. Cities, Counties and other entities using this contract for pricing and ordering may be required to pay penalties for early termination of leases based on their own signed agreements.



Terms and Conditions

Event Number: **32110-000003890**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Purchasing Division which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. IMPORTANT: By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tennessee.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Purchasing Division, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Deputy Commissioner, Department of General Services.

13. The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-315(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Commissioner determines that it is necessary to protect the interests of the state, the Commissioner may petition the Board of Standards to approve contractor liability in excess of two (2) times the value of the contract. If the Board agrees with the Commissioner, it may approve such a higher liability amount.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Purchasing Division. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. 12-3-214 (authority to resolve protested bids, bid process or procedures, and awards), vendors may protest. Please refer to the Agency Purchasing Procedures Manual, Section 14.13.1 for protest procedures and protest bond requirements or contact the purchasing agent at 615-741-1035. The manual is located on the Purchasing Division Website: www.tennessee.gov/generalserv/purchasing

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids mailed for Overnight/Express delivery should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services
Purchasing Division
665 Mainstream Drive
Nashville, TN 37228

If mailing your bid using the United States Postal Service, please send your bid to:

Department of General Services
Purchasing Division
665 Mainstream Drive
Nashville, TN 37243-1003

Please note the Zip Code difference.

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Purchasing Division, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Purchasing Division's office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Purchasing Division may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Board of Standards. The Board of Standards has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Purchasing Division to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Purchasing Division to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The contractor agrees that it will be subject to the exclusive jurisdiction of the courts of Tennessee in actions that may arise under this contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Section 9-8-101 through 9-8-407.

30. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

31. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Purchasing Division and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Purchasing Division.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Purchasing Division. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/purchasing/for_bidders.html .

32. Federal Economic Stimulus Funding

Federal Economic Stimulus Funding. To the extent it applies to this contract, this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604: Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512: Reporting and Registration Requirements.
 - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Contract funded with Recovery Act funds.
 - (3) Section 1553: Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise

discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

- i. gross mismanagement,
- ii. gross waste,
- iii. substantial and specific danger to public health or safety,
- iv. abuse of authority, or
- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902: Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
- ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

(5) Section 1514: Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515: Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
- ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

(7) Section 1606: Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605: Buy American Requirements for Construction Material - Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

f. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

g. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section Standard Term and Condition 49, "Federal Economic Stimulus Funding."

Special Terms and Conditions

1. F.O.B. Destination (Statewide Contract)

All state agencies, local government agencies and authorized non-profit enterprises located within the State of Tennessee.

2. Term of Contract - Multi-Year

Total Number of Years if all Options are Exercised: 5

Initial Contract Term With 4
Renewals

Start Date: November 1, 2011

Initial End Date: October 31, 2012

Final End Date: October 31, 2016

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the state, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to the number of renewals options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the state. It is mutually understood and agreed that the state's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the state's sole option.

It is understood and agreed that the state reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

Equipment Purchase and or Lease Schedule

Equipment may be purchased out right or leased on a 12, 24, 36 or 48 month lease schedule. Lease Purchase applies to the leased equipment which may be purchased for \$1.00 at the end of the lease term.

No New Equipment will be Leased in Year (5) from the resulting Contract, (after the 48th Month)

Year (5) is for Maintenance, purchase of equipment and supplies only.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Purchasing Division does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period	\$ 2,620,000.00		
SWC 323,324,325 Postage Meter Rental	\$ 450,000.00 State	\$589,599.00 Local	
SWC 410 Mailroom Equipment Maintenance	\$ 557,810.00 State	\$589,599.00 Local	
SWC 419 Digital Mailing Systems	\$ 92,930.00 State	\$440,365.00 Local	

Dates: From May 01, 2010 To May 31, 2011

Estimated Funding New Contract Period

1 st 12 MONTHS	\$ 3,500,000.00
2 nd 12 MONTHS	\$ 3,500,000.00
3 rd 12 MONTHS	\$ 2,500,000.00
4 th 12 MONTHS	\$ 2,500,000.00
5 th 12 MONTHS	\$ 2,000,000.00

(Year 5 = Maintenance, Purchase of Equipment and Supplies only , No New Leases)

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

4. Bids Requested on Brands Specified

Unit price bids are requested on the brands and models specified.

5. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

6. Delivery Time (Days)

All items must be delivered within approximately 30 days after receipt of a purchase order (ARO).

7. Freight F.O.B. State and Local Government Agencies (In-House)

All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the vendor/contractor.

8. Fixed Bid Price for Contract Period (No Price Increase Allowed) For all Lines with Line Item IDs

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

9. Bids requested for % discount/surcharge from published catalogs, price lists or price schedules. (for Catalog Category 1, Category 2 and Category 3)

Bidders are to enter a single percentage to be applied to a catalog for purchase of The items included in such catalog. Catalog for Category 1 shall include hardware, software and equipment not included in the fixed line items that may be necessary, Catalog for Category 2 shall include any and all maintenance necessary, Catalog for Category 3 shall include all supplies necessary to keep the equipment supplied and working. This percentage will be applied to the prices for the items in the catalog and/or price list to determine the bid price. The percentage bid must be entered as a positive decimal number with a maximum of six (6) decimal places. Do not use a minus sign (-) or plus sign (+).

Example:

1. For a "surcharge/cost plus" bid of +15%, the bidder will enter 1.15
2. For a discount bid of -10%, the bidder will enter .90.
3. For net cost enter a bid of 1.00

In the event that any items requested in the Invitation to Bid are not available at the time of the bid in any published catalogs, price lists, or price schedules and such items are bid as special products to be provided to the State of Tennessee, then all such items must be listed on a supplement to the most current catalog, price lists, or price schedules with specific catalog or model numbers and prices and all applicable ordering information clearly listed. Catalogs, price lists, or price schedules submitted will be evaluated and may be accepted in whole, or acceptance may be limited to specific items or groups of items or to a specified dollar amount.

The successful bidder will be required to furnish the catalogs, price lists, and price schedules upon which the bid is based to the using agencies and when applicable to local government agencies upon request, by direct mail, email or internet. The Purchasing Division will not participate in this distribution, but must approve the catalogs, supplements, or price schedules.

10. Requests for Price Changes Based on Catalog Price Lists

Prices listed in awarded published catalog, price lists or price schedule shall remain firm

for 180 days following the contract start date, except the state shall be advised of, and receive benefit of, any price decrease in excess of five (5) percent, automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

Written requests for price changes on term contracts based on catalog or price lists may be submitted in writing after the firm price period. The request must include copies of the new price lists or catalog that reflect a change in the vendors/contractors cost, must not constitute an increase in profit and shall apply to all of the vendor's customers

At the option of the state, (1) request may be granted, (2) the contract may be canceled and awarded to the next low bidder, (3) the contract may be canceled and the commodity/service be re-advertised for award, or (4) continue the contract without change. The Purchasing Division will accept or reject all such written requests within forty-five (45) working days of the date of receipt of complete and verified documentation.

Approval of Price Increases: If approved, the Purchasing Division will modify the contract to reflect the approved price increase and issue, the revised contract. Approval of any price increase renews the firm price period. The vendor/contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Upon request from user agencies, the vendor/ contractor will be required to furnish the approved catalog, price schedule or price list at no charge.

Price Increase Rejection: When the state rejects a request for a price increase, the vendor/ contractor will be notified in writing of the state's intention. If the contract is to be canceled, the vendor/contractor shall be notified of the cancellation date via certified mail. The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the cancellation, if received by the vendor/contractor within thirty (30) days following the date of the cancellation.

11. Escalator: Automatic, Catalog or Price List

Unit prices listed in the specific catalog or price list offered shall constitute the base price unit or unless changed by the publisher of the catalog or price list. A vendor/contractor may increase and shall decrease the price of individual products during the term of the contract to reflect changes in the catalog or price lists. The vendor/contractor agrees to furnish proof of such price changes upon request.

12. Firm Percentage Price For Contract Period (No Price Increases Allowed)

Bid percentage (%) per the price sheet must be fixed for the entire term of the contract; ("Reference Bid Factor "9", "10", and "11" , titles shown above) except as described in the paragraph immediately following;

The Vendor/Contractor may, at any time during the contract including renewals and extensions thereof) decrease any percentage mark-up (surcharge) discount then currently in effect and/or increases any percentage discount then currently in effect under the contract. Only changes to percentages that would, if accepted, result in lesser cost to the State of Tennessee will be considered by the state. Any change in percentage, once accepted by the state, becomes fixed for the term of the contract, unless superseded by a further change in percentage accepted by the state.

13. Reports - Quarterly

The successful bidder shall be required to submit quarterly reports in Excel format to the purchasing agent listed on the awarded contract. The quarterly reports will provide statistical

data on all purchases made from the awarded contract by state agencies. If the bidder extended the bid offer to local governments and authorized non-profit agencies, the quarterly reports will also provide statistical data on all purchases made from the awarded contract by local government units and authorized non-profit agencies pursuant to the applicable term located in the invitation to bid document titled "purchases by local government and authorized non-profit agencies."

The report is to be detailed; broken down by line item and include the following data:

- 1) Contract number
- 2) Agency or local government unit or non-profit agency
- 3) Contract line item number
- 4) Commodity description
- 5) Line item quantity purchased each quarter for each individual agency, governmental unit or non-profit agency.
- 6) Line item dollar amount (volume) purchased each quarter for each individual agency, governmental unit or non-profit agency.
- 7) Line item quantity purchased to date for each individual agency, governmental unit or non-profit agency.
- 8) Line item dollar amount (volume) purchased to date for each individual agency, governmental unit or non-profit agency.
- 9) Sub totals for each category above
- 10) Grand totals for each category above.

14. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Purchasing Division, reserves the right to make the final determination as to a bidder's ability to perform.

15. Return Goods Policy for Warranty Matters

All costs associated with the return of goods for repair and/or replacement under warranty shall be done at the expense of the vendor/contractor.

16. Warranty Period

A bidder warrants the product and services to be free of defects for a period of twelve (12) months.

Warranties issued by the manufacturer beyond the required 12 months must be honored by the vendor.

17. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of

insurance. The certificate shall include wording which states the Purchasing Division will be notified thirty (30) days prior to cancellation of the coverage or a major change in the coverage provided. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Purchasing Division as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident	\$500,000
E.L. Disease- Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the Purchasing Division with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Purchasing Division as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Purchasing Division expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

18. Inspection/Facilities

The Purchasing Division may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

19. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

20. Bid Rejection

The Purchasing Division reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or

amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or all of the bid.

21. Single Award Preferred (Sole Source)

The state prefers to award a single contract for all line items to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid; however, separate awards may be made by the following method:

Grouped Lines: Pitney Bowes: (Line 1 thru Line 146)
Neopost / Hasler: (Line 147 thru Line 300)

If awarded by "group", bid prices shall be calculated as follows: For each line item, the bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. Each line item total in the group shall be added together for a group total price. The bidder must bid all line items in a group to be considered for an award for that group unless otherwise addressed in the specifications.

22. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications
Other: Sole Source by Manufacturer

23. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Purchasing Division
665 Mainstream Drive
Nashville, TN 37243
Attn: John Askins
Phone: 615-253-1855
e-mail: john.askins@tn.gov

24. Purchase Order Release (Statewide)

Orders for products or services that are included on statewide contracts shall be prepared by agencies on departmental purchase orders and forwarded directly to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Products from different contracts issued for the same statewide may be combined on a single purchase order to the same vendor/ contractor to meet minimum order requirements. Local government agencies or authorized corporations, where applicable, will issue their purchase order releases directly to the vendor/contractor.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The vendor/contractor understands and agrees that the invoice shall;

- ┆ Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- ┆ Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- ┆ Not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Purchasing Division.

25. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this contract by the contractor.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

26. Subcontracting: Responsibilities and Liabilities, Bond Required if Subcontracting

Based on Tennessee Code Annotated 12-4-201, the vendor/contractor shall not enter into any subcontract for services, prior to or following award, without the written consent of the Deputy Commissioner, Department of General Services, Purchasing Division. It is also understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Assistant Commissioner, Department of General Services, Purchasing Division. The awarded vendor/contractor is responsible for work, service, performance, injuries of employees and payment to the subcontractor.

The subcontractor shall be required to register with Purchasing Division and provide proof of insurance in accordance with the insurance term and condition, if insurance is required.

All anticipated or actual costs incurred for subcontracting must be included in the bid price per line item. The vendor/contractor can only invoice for actual bid prices per line item; regardless of how much it has agreed to pay the subcontractor.

The successful bidder(s) will be required to furnish a Labor and Material Surety Bond issued by a surety company licensed to do business in the State of Tennessee in the amount of twenty-five (25) % of the total contract amount. The Labor and Material Surety Bond shall be issued by a surety company licensed to do business in the State of Tennessee or an Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Purchasing Division in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the uniform commercial code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter.

The Labor and Material Surety Bond or Irrevocable Letter of Credit shall be furnished to the Purchasing Division within ten (10) business days after the request. The Labor and Material Surety Bond or Irrevocable Letter of Credit will insure that the contractor will pay for all labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

In the event that the Bidder does not indicate that they would be subcontracting and therefore no bond was received, the state reserves the right to request a Labor and Material Surety Bond from the vendor/contractor in the event that a subcontractor submits a claim against the vendor/contractor's surety bond to the Purchasing Division due to non-payment. If requested, the vendor/contractor will be required to submit a Labor and Material Surety Bond in the amount specified in the request letter within ten (10) business days.

27. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

28. State of Tennessee Administrative Fee

A 1% administrative fee will be included in the cost of all goods leased or purchased against the State of Tennessee Statewide Contract 419, with the exception of postage meters and maintenance. This 1% (.01) fee will be rebated back to the State of Tennessee based on quarterly Contract Usage Reports documenting State, local government and non-profit entity purchases. The fee is due to the State by the 45th day following the ending of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

The payments will be mailed to:

Ron Plumb, Director of Financial Management
Department of General Services
665 Mainstream Drive, 2nd Floor
Nashville, TN 37243

All reports shall be submitted to the Contract Administrator:

Buyer: John Askins
Department of General Services
665 Mainstream Drive, 1st Floor
Nashville, TN 37243
E-mail: john.askins@tn.gov

29. Service Contracts: Conflict of Interest

The contractor warrants that no part of the total contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

30. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

31. Clean-up

Clean up shall be the responsibility of vendor/contractor. The vendor/contractor shall ensure that the work area is clean of nails, debris, etc. at the end of each day to ensure safety. The vendor/ contractor will clean up and haul away all debris when the work is completed.

32. Damages

If state property is damaged, stolen or lost as a result of vendor/contractor employees' negligence and that property has to be repaired or replaced by the state, the expense for such work or replacement will be deducted from the monies due the contractor. In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

33. Security of Protected Health Information Guidelines

Security of protected information

a) All employees, agents, and other affiliates of contractors under this contract shall protect the security of information identified to them as Protected Health Information (PHI).

Contractor's managing agents who are notified by the state about the presence of phi in facilities covered by this contract will transmit such notice to all employees, agents, and other affiliates of the contractor allowed access to such facilities during the course of this contract.

b) All individuals covered by section (a) shall not read, examine, remove, or otherwise interfere with PHI; they shall not allow access to PHI, or disclose the contents of PHI, to any other person. All individuals with knowledge of an unauthorized disclosure of PHI shall notify either an appropriate state official or a manager of the contractor with responsibility for notifying the appropriate state official.

HIPAA Compliance

The contractor warrants to the state that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. The contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with state privacy officials and other compliance officers required by HIPAA and its regulations. The contractor will sign any documents that are reasonably necessary to keep the state and the contractor in compliance with HIPAA, including but not limited to business associate agreements.

34. On-Site Inspection

All bidders should visit the site to take exact measurements and examine the premises to become familiar with any problems or unusual circumstances which might exist. No allowances will be made by the State for errors in quotations due to any bidder not visiting the site prior to submitting their bid. Bidders shall be responsible for their own measurements.