





**STATE OF ILLINOIS
CONTRACT**

The Illinois Department of Central Management Services
M&I Equipment Consolidation
CMS6954110

VENDOR

Vendor Name: Pitney Bowes, Inc.	Address: 2200 Western Ct., Suite 100, Lisle, IL 60532
Signature: 	Phone: 630-415-5155
Printed Name: Keelan Alberts	Fax: 203-617-6605
Title: Government Account Manager, State of Illinois	Email: keelan.alberts@pb.com
Date: September 30, 2015	

STATE OF ILLINOIS

Procuring Agency or University: Illinois Department of Central Management Services	Phone: 217-782-2141
Street Address: 405 Stratton Office Building, 401 South Spring Street	Fax:
City, State ZIP: Springfield, Illinois 62706	
Official Signature: 	Date: 9/30/15
Printed Name: Tom Tyrrell	
Official's Title: Director	
Legal Signature: 	Date: 9/30/15
Legal Printed Name: Michael Basil	
Legal's Title: General Counsel	
Fiscal Signature: 	Date: 9/30/15
Fiscal's Printed Name: Karen Pape	
Fiscal's Title: Chief Fiscal Officer	



STATE OF ILLINOIS

CONTRACT APPROVAL SHEET

Request ID: 16-000000095441
 Agency: CMS-Central Management Services
 Requester: Mitzi Loftus
 Proc. Approach: Sole Source
 Master Contract:
 Project Title: Pitney Bowes Master Contract

Relevant Category: Equipment
 Contract Type: Master Contract
 Initial Term: 10/01/2015 thru 12/31/2016
 Initial Est. Value: \$ 3,900,000.00
 Total Award Value: \$ 3,900,000.00

<u>Funding Source</u>	<u>Fiscal Year</u>	<u>Value</u>
0000 - Other	2016	\$2,230,000.00
0000 - Other	2017	\$1,670,000.00

<u>Vendor</u>	<u>Vendor Award</u>	<u>Contract Number</u>	<u>Contract Value</u>
Pitney Bowes Inc. - Mailing Division	Yes		\$3,900,000.00

Objective:

The State of Illinois requires the use of postage metering and mailing equipment as part of the day to day operations for most of its agencies. The state currently holds 120 separate contracts with Pitney Bowes that in separate holding, do not qualify most advantageous pricing discounts and enterprise level account management. The scale of mail operations In Illinois is such that the state requires an enterprise level service relationship with Pitney Bowes for the equipment and services that Pitney Bowes provides to the state. The consolidation of existing Pitney Bowes contracts into a master contract is necessary in order to establish the most effective utilization of equipment and services provided to the state by this vendor.

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)* <i>Amy Guloff</i>	<i>Amy Guloff</i>	9/30/15
CMS Legal*	SIGNATURE	DATE
CMS Portfolio Manager or Designee* <i>Karen Page</i>	<i>Karen Page</i>	9/30/15
Agency Chief Fiscal Officer**	SIGNATURE	DATE
Chief Legal Counsel**	SIGNATURE	DATE
Agency Head**	SIGNATURE	DATE

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.

** Signature Required if > or = to \$250K.

STATE OF ILLINOIS

CONTRACT

The Illinois Department of Central Management Services

Mail Equipment Consolidation

CMS6954410

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract (the contract is sometimes hereinafter referred to as the "master contract" or "master agreement"). This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS


CONTRACT

The Illinois Department of Central Management Services


Mail Equipment Consolidation

CMS6954410

VENDOR

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Legal Printed Name: Michael Basil	
Legal's Title: General Counsel	
Fiscal Signature: 	Date: 9/30/15
Fiscal's Printed Name: Karen Pape	
Fiscal's Title: Chief Fiscal Officer	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #

Project Title

Contract #

Procurement Method (IFB, RFP, Small, etc):

IPB Ref. #

IPB Publication Date:

Award Code:

Subcontractor Utilization? Yes No

Subcontractor Disclosure? Yes No

Funding Source

Obligation #

Small Business Set-Aside? Yes No

Minority Owned Business? Yes No Percentage

Female-Owned Business? Yes No Percentage

Persons With Disabilities Owned Business? Yes No Percentage

Other Preferences?

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **SUPPLIES AND/OR SERVICES REQUIRED:** This contract shall include: **Postage and Mail Equipment, Accessories, Service and Software (excludes ongoing consumable supplies)**. This agreement consolidates the contracts referenced in Exhibit H and the products and services available hereunder may be purchased, leased or rented only by those agencies. All purchases, leases or rentals by permissible agencies must be affirmatively approved in writing by the Illinois Department of Central Management Services (“CMS”) to ensure the purchase is within the scope of this contract. The parties understand and agree that that this contract may not be utilized by any agency not listed on Exhibit H. In no event shall the State, the agencies and Vendor use this agreement for the purchase of Consumable Supplies, as such supplies are defined in Exhibit A. Consumable supplies shall be procured separately. By entering into this contract, Vendor is not prohibited from bidding on any and all additional procurement opportunities solicited by the State of Illinois for supplies and service.

1.1.1 All equipment and accessories shall be new equipment or warranted to the equivalent of new and must be models of regular stock product in production at the time of the bid opening, factory produced, assembled for the first time, is new serialized and the state customer must be the first user of the product. New equipment shall contain new components that have been fully inspected, tested and fully meet product performance and reliability specifications. Vendor offers new machines that are products which are manufactured from new parts, and which may contain some recycled raw materials, parts or components, including serviceable used parts, which are warranted the equivalent as new. In addition, new equipment is still in its original carton and has never been used, although it may have been tested at the manufacturer’s facility solely for the purpose of ensuring proper operation of machine or system integration. In addition, postage meters may not be new however, by Postal Regulation, Pitney Bowes is responsible to insure they are in proper working order in accordance with technical specifications. Mail machine features, characteristics, and operational requirements shall include the minimum specifications as provided for and outlined under each line item. The Vendor will provide a mailing machine as indicated above. The State may choose to add accessories to the basic machine at the price indicated in the price book so that these items can be added to the mail machine cost. All prices listed for accessories must include installation and removal costs.

1.1.3. All mail machines must be fully equipped with all necessary software. The mail machine will be on a maintenance contract; all future software upgrades to operate equipment or software as contracted for minor enhancements must be furnished and installed free of charge. All connectivity software must meet the minimum connectivity requirements of the State of Illinois. Installation of any lines required for connectivity shall be coordinated with the State work location at the time of order submission to ensure compatibility.

1.1.4. Each mail machine shall be EPA Energy Star compliant per the requirements which became effective July 1, 2009 **or** the Vendor must demonstrate proof that the mail machine saves energy. All mail machines identified as Energy Star compliant shall be delivered and installed with the Energy Star or similar power management features enabled. Each mail machine shall be equipped with a three-wire cord and ground conductor plug and an external electric surge protector and/or internal electric surge protector. The type, size, prong configuration of the electrical plug and power source requirement shall be specified by the vendor for each mail machine that is bid. Please refer to the specification pages where this question is asked. The UL label or other UL listed documentation that the mail machine is UL-listed, shall be attached to each mail machine and/or accessory.

- 1.1.5. All prices quoted shall include: delivery, installation, and start-up supplies. Where installation of equipment is required, Vendor shall be responsible for placing and installing the equipment in the required locations. Start-up supplies are defined as one (1) free red fluorescent ink cartridge for each new meter installed. For Connect+ that will be one (1) 787-0 standard red postal ink cartridge. The price of any order shall include: as a separate fee from the equipment price full-coverage maintenance including preventative maintenance, up to two (2) visits per year, repair all service calls, and replacement of defective/worn parts, including all future software updates for the mail machine as needed to meet contract requirements and minor enhancements.
- 1.1.6. Orders do not include supplies beyond initial start-up.
- 1.1.7. Cost of any custom rigging or handling required and determined at the time of order formulation will be mutually agreed upon and shall be in addition to the price of the order.
- 1.1.8. Upon receipt of the order, vendor shall deliver F.O.B. work location destination. If delivery is going to be made by a third party transportation company, the State asks that this company only deliver the equipment to the State entity's location. Upon delivery, the state asks that a qualified manufacturer's technician uncrate, assemble, and install the mail machine for operation. The equipment must be fully functional upon installation completion. The technician shall then instruct facility personnel on its use and care at no additional cost to the state.
- 1.1.9. Maintenance agreements for the equipment will be effective upon completion installation of the equipment and certification by a certified technician that the equipment is ready for use. .
- 1.1.10. Uncrating and assembly debris, if any, shall be removed from the site by the successful bidder.
- 1.1.11. All maintenance shall be performed by factory trained personnel and included in the price of the order. Equipment shall be maintained and operated in accordance with manufacturer published specifications. The awarded vendor agrees to keep the equipment in good working order and provide on-site maintenance support when required. In the event of a maintenance issue, the key employee will contact the vendor to describe the problem. If it is determined by the key employee or the vendor that an on-site visit is necessary, the vendor will have one (1) business day to be on-site making repairs unless the parties mutually agree upon a specific time and date. If a pattern exist wherein the failure to adhere to these limitations exceeds three (3) times, the State may consider this a cause to terminate the contract.
- 1.1.12. All equipment will be returned to a functional and operational status within two (2) business days. If the equipment will take longer than two (2) business days to become fully functional, the vendor will provide a loaner/replacement machine which meets or exceeds the specifications of the product covered by the agreement. All loaner equipment will be placed at no additional cost to the State entity unless the State entity does not have an active maintenance agreement at time of service or covered by the warranty.
- 1.1.13. In the event it takes longer than (2) business days for equipment to be returned functional and a loaner machine is required, any balance left on the loaner machine at the time the original equipment is returned shall be refunded to the State. In the event the original equipment cannot be repaired, any balance left on the original equipment will also be refunded to the State and placed on the replacement equipment.
- 1.1.14. Vendor will maintain a service log describing which services are performed for each call and/or inspection. If upon notification of a service need, there are additional charges above the maintenance or rental agreement, these must be pre-approved by the State entity. The service log should contain, at a minimum, the following requirements: machine serial number, location of equipment, date and time of each service call, response times, type of service (routine or call in for a specific problem), what was completed on each service call. Upon request, the State may request a Service Log from the Vendor's local sales representative as needed.

- 1.1.15. Work or materials not covered by our Warranty and Service Level Agreement (which is attached hereto as Exhibit A) as provided for under this agreement must be procured in accordance with the Illinois Procurement Code (30 ILCS 500).
- 1.1.16. Replacement parts will be available for the term of the lease agreement where serviceable. Repair parts can be overnighted to service locations. When not serviceable, the equipment will be serviced by replacement.
- 1.1.17. Instruction manuals shall be included for all lease equipment. The instruction manual should contain, but not be limited to:
 - 1.1.16.1. A section defining the capabilities of the equipment (specifications).
 - 1.1.16.2. A general section describing the technical operation of the equipment.
 - 1.1.16.3. A section describing the installation and use criteria of the equipment.
- 1.1.18. The vendor shall provide technical assistance and training to facility personnel. Assistance must include problem solving, machine operation, etc. Vendor must have ready access to manufacturer's technical resources for problems that are beyond their ability. One (1) operator training program must be provided by the vendor per machine per location. This training must be done on-site. All cost for this initial training program must be included in the unit costs. If additional training is required by the State entity, it will be billable at an hourly rate according to the pricing book. All planned service work under this Contract shall be performed during normal workdays, which are Monday through Friday, less holidays, between 8:00am and 5:00pm. The Vendor shall send only one service person to perform service work unless additional service people are pre-approved by the end user.
- 1.1.19. All State entities need to use the following number 877-213-7284 (press 1) for Pitney Bowes customer services issues to ensure all performances will be conducted in the United States.

1.2 MILESTONES AND DELIVERABLES: See section 1.1.

1.3 PROCEDURES/SECURITY:

- 1.3.1 The Vendor shall indicate the time and date of arrival at the work location. The Vendor shall sign in upon arrival at and sign out prior to leaving the work location. This shall be the basis for hours worked. Travel time and expenses are not reimbursable. The Vendor will not be compensated for any time off work location grounds. The sign-in/sign-out must be done in the presence of the end user or designee.
- 1.3.2 Upon request from the State entity to the Vendor, the Vendor shall provide a repair record for each repair or call-out service rendered. The report shall include nature of call, repairs made, material used and labor used. The end user shall sign the record and retain a copy of said record for the State entity
- 1.3.3 Other than those services listed specifically in Section 1.1 any additional charges for necessary repair, replacements or maintenance must be accordance with the price book or mutually agreed upon by both parties in writing and approved by the appropriate facility personnel prior to being performed by the Vendor.
- 1.3.4 If applicable, Vendor shall provide a list of all toxic substances proposed for use in service at the institution. Before any service, the Material Safety Data sheets shall be supplied for all listed toxic substances. This will keep the institution in compliance with the Illinois Toxic Substance Disclosure to Employees Act which states, "Employees must obtain a Material Safety Data Sheet

for each toxic substance used, produced, or stored in the work place to which employees may be exposed.”

1.3.5 Invoices shall be submitted to on a monthly basis. Invoice shall be itemized, showing dates of service, location of service, and type of service rendered. The end user and the Voucher Clerk must reconcile and approve all invoices, monthly payments, etc. before processing payment for the Vendor.

1.3.6 Upon request of the State entity, Vendor shall provide, remove and/or install any equipment, system controls, parts and materials related to this contract. All equipment, system controls, parts and materials must be compatible with existing equipment at the State entity, and must be of original manufacture or an approved equal.

1.4. TRANSPORTATION AND DELIVERY: Prices for equipment must be F.O.B. DESTINATION with all transportation and handling included (excluding expedited or special rigging as noted in 1.1.7) and paid by the Vendor.

1.5 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: N/A

Value of services performed at this location: N/A

- Location where services will be performed: N/A

Value of services performed at this location: N/A

2. PRICING

- 2.1 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.
- 2.2 **EXPENSES ALLOWED:** Expenses are not allowed.
- 2.3 **DISCOUNT: VENDOR'S PRICING: Attach additional pages if necessary.**
 - 2.3.1 Vendor's Price for the Initial fifteen (15) months Term: Pricing shall be submitted in the following format: Pricing is set forth in the attached price book, which is attached hereto as Exhibit E.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of upon delivery and installation for a period of fifteen (15) months. If a start date is not identified, the term shall commence upon the last dated signature of the Parties. Delivery and installation is anticipated within 30 days of start date of the contract term unless otherwise mutually agreed upon between the end user agency and the vendor.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.1.3 All underlying leases of this contract shall remain in full force and effect for the full term of the lease subject to the termination provisions within such lease. If the initial term of the lease exceeds the terms of this contract, the lease will remain in effect and all terms and conditions under this contract shall survive and govern the lease.

3.1.4 In order to ensure that lease end dates coincide, the following lease terms shall be implemented:

3.1.4.1 Starting day one (1) and continuing through the first six (6) months of the contract, the State will enter into 36 month leases.

3.1.4.2 Beginning at six (6) months and one (1) day through twelve (12) months, the State will enter into 30 month leases.

3.1.4.3 Beginning at twelve (12) months and (1) day, the State will enter 24 month leases.

3.2 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or are likely to cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the thirty (30) day cure period of time specified in the State's written notice. If Vendor does not cure in the thirty (30) day period, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.3 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor with the exception of the termination of any lease written under this contract. The Vendor shall be entitled to compensation upon submission of invoices and proof

of claim for supplies and services provided in compliance with this contract up to and including the date of any such termination.

Equipment ordered under the Vendor's Lease Agreement or Vendor's Service Level Agreement is based on a firm initial lease term of (36, 30 or 24 month) equipment installation commitment. Any cancellation of a lease other than for lack of appropriations or for documented uncured cause following the procedure set forth in section 3.2 (Termination for Cause) herein shall require the payment of an early termination fee determined in accordance with Section L10.1 of the Vendor's Lease Agreement, the form of which is attached hereto as Exhibit C. Leases may be terminated for lack of appropriation or documented uncured cause without penalty or incurring any early termination charges.

When the State determines that a facility must be closed, the Vendor will immediately place the individual lease schedule for the location closing, in "skip-bill" status for 90 ninety days. During the 90 days, the Vendor will work with the agency to reassign the equipment to another location. The Vendor will move the equipment, at its expense. If, during the 90 day skip-bill status, the Vendor and procuring agency cannot reassign the equipment, the agency may cancel the lease, which cancellation will be treated as a cancellation for convenience, and the will be required to pay the early termination fee described in the third preceding section.

- 3.4 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency/University:	Invoicing Agency Name
Attn:	Invoicing Agency Department
Address:	Invoicing Agency Street Address
City, State Zip	Invoicing Agency City, State and Zip

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State, which shall not be unreasonably withheld.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, (See Section 5.2. Vendor’s attachment, Exhibit E), the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 USE AND OWNERSHIP:** This contract does not contemplate work for hire. CMS and Vendor will negotiate a mutually agreeable development agreement in the event work for hire becomes a requirement within an underlying transaction.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any tangible property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents in the performance of this contract; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance listed the State as additionally insured for all required bonds and insurance.

Certificates may not be canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing

Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of 90 days or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies. Attached hereto, Vendor's standard Warranty, Exhibit A.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27 In the event licensed software is required, the Vendor and CMS shall negotiate a mutually agreeable software license and maintenance agreement prior to entering into an order under this contract, it being understood and agreed that any order which contemplates the acquisition of software shall not be valid unless the Vendor and CMS have agreed upon the software license and maintenance agreement covering the same. The following language shall be added to all software license and maintenance agreements sourced under this contract, unless otherwise approved by the CMS. "Notwithstanding the foregoing, this contract shall not be construed to deprive the State of its sovereign immunity, protections, exclusions or limitations of liability as afforded by State of Illinois law

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

Agency/University Definitions

[Click here to enter text.](#)

Required Federal Clauses, Certifications and Assurances

[Click here to enter text.](#)

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

[Click here to enter text.](#)

Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

Other (describe)

DOC and DCFS Requirements – Exhibit G and Exhibit H

5.2. VENDOR SUPPLEMENTAL PROVISIONS See attached.

Exhibit A – Warranty & Service Level Agreement

Exhibit B – Rental Agreement

Exhibit C- Fair Market Value Lease Agreement

Exhibit D – Vendor Customer Satisfaction Guarantee

Exhibit E – Price book

Exhibit F – Certifications.

Agency Specific Requirements

Department of Children and Family Services

The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).

The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the Department Advocacy Office for Children and Families or by checking on the Department Website at www.state.il.us/dcfs. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however, the adoptive parent may be eligible for reimbursement.

The Department's Director may authorize advance disbursements for any new program initiative to any agency contracting with the Department. As a prerequisite for an advance disbursement, the Contractor must post a surety bond in the amount of the advance disbursement and have a purchase of service contract approval by the Department.

The Contractor shall comply with State's employment requirements in effect during the Contract Term. In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term, or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable. In the event a conflict between a provision of the Contract Program Plan/Scope of Services and any other Contract requirements, the Contract requirements shall apply.

Illinois Department of Corrections/Illinois Department of Juvenile Justice

The Department of Corrections Chief Engineer and the Vendor shall coordinate all scheduled work with minimal interference to employees and inmates. The Chief Engineer will schedule the service work. All repairs will be discussed with and approved by the Chief Engineer before the Contractor/Vendor proceeds with them. All planned service work under this Contract shall be performed during normal workdays, which are Monday through Friday, less holidays, between 7:00 a.m. and 3:00 p.m. Any services requested by the facility to be performed outside of these timeframes shall be reimbursed at the established overtime rate listed in Section 2.1.2. The Contractor/Vendor shall send only one serviceman to perform service work unless additional servicemen are pre-approved by the Chief Engineer. All work performed shall be rendered in the presence of the Chief Engineer or his designee.

Unattended vehicles must be locked at all times and at no time shall any vehicle be left unattended with the motor running or the key in the ignition.

All security rules will apply to employees of Contractor/Vendor including vehicles, machinery and hand tools. An Outside Contractor/Vendor Booklet will be issued for all on-site Contractor/Vendor employees to review and acknowledge receipt of prior to the start of the project.

Vendors shall submit names; dates of birth and Social Security Numbers of all on-site employees that will perform on-site services within five (5) working days after being awarded the contract for security background checks. Vendor or Vendor's employees must pass a security background check prior to being allowed on the premises.

All applicants for positions covered under this contract may be required to provide a urine sample as part of their background investigation. In addition, all Contractual Personnel who perform on-site services may be required to undergo a Urinalysis or Blood Test if there is reasonable suspicion to believe that they are under the influence or using controlled substances or marijuana. Any contractual personnel that do not pass the urinalysis and/or blood test will not be allowed on-site at the facility.

Employees and vehicles of Vendor will enter and exit through the gate (Vehicles are to be cleared prior to start of work).

Agency Purchased For	TermFrom	TermTo	LengthOfInitialTermInMonths	Renewals	NumberofRenewals	ProcurementApproach	Sum Of Value
CMS-Central Management Services							
CFS-Children and Family Services							
ISC-Illinois Student Assistance Commission							
CFS-Children and Family Services							
DHS-Human Services							
CFS-Children and Family Services							
HFS-Healthcare and Family Services							
DHS-Human Services							
CMS-Central Management Services							
FPR-Financial and Professional Regulation							
CMS-Central Management Services							
CMS-Central Management Services							
DES-Employment Security							
CMS-Central Management Services							

Exhibit A - Warranty & Service Level Agreement

G1. DEFINITIONS

The following terms mean:

"Agreement" - the Order and any terms referred to in or attached to the Order.

"Bank" - The Pitney Bowes Bank, Inc.

"Consumable Supplies" - ink, ink rollers, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the operator guides.

"Covered Equipment" - the equipment leased, rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order, excluding any Usage-based Equipment, Meter or standalone software.

"Equipment" - the equipment listed on the Order, excluding any Meter and standalone software.

"Excluded Circumstances" - your negligence, an accident, usage which exceeds our recommendations, use of equipment in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of equipment with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

"Initial Service Term" - twelve (12) months, or, if you have a Lease, the Lease Term.

"Initial Term" - the period listed on the Order.

"Lease" - the Order and the Lease terms and conditions attached to the Order.

"Lease Term" - as defined in the Lease.

"Lockbox Bank" - any bank through which you transfer funds to the USPS.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+® mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Normal Working Hours" - 8 a.m. - 5 p.m., Monday - Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

"Order" - the executed order between the applicable Pitney Bowes company and you for the equipment covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI" - Pitney Bowes Inc.

"PBI Equipment" - PBI-branded equipment.

"Pitney Bowes" - PBI, PBGFS and their respective subsidiaries.

"Reserve Account" - the Postage By Phone® Reserve Account that you maintain at the Bank.

"Service" - the service option for the Covered Equipment selected by you on the Order.

"SLA" - the Service Level Agreement.

"Third Party Equipment" - equipment manufactured by a party other than us.

"Usage-based Equipment" - equipment for which charges are based on volume of use.

"USPS" - the United States Postal Service.

"We," "our," or "us" - the Pitney Bowes companies with whom you've entered into the Order.

"You," "your," or "Client" - the entity identified on the Order.

G2. WARRANTY

- G2.1 (a) PBI warrants that the PBI Equipment will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety (90) days from the date the Equipment or other item is installed at your location.
- (b) PBI warrants that the Service will be performed in a professional and workmanlike manner.
- (c) **As your remedy in the event of a warranty claim, we will either repair or replace the Equipment or, in the case of defective Service, reperform the Service.**
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates: In the event that the rates within a rate update fail to conform to published rates, PBI will conform the rates to the published rates promptly after becoming aware of such failure at no additional cost to You.
- (e) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.
- G2.2 INTENTIONALLY OMITTED
- G2.3 PBI MAKES NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. PBI AGREES TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED BY LAW.

Service Level Agreement

S1. SERVICE LEVEL OPTIONS

The following describes the two SLA options offered by PBI for the Covered Equipment.

S1.1 Standard SLA

- (a) General. Under this option, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (as defined in Section S3.2) (the "Service Term"). You are also entitled to two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service.
- (b) Replacement Service.
 - (i) If PBI determines that replacement is necessary, PBI will, at no additional cost, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment.
 - (ii) Unless PBI instructs you otherwise, within five (5) business days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
 - (iii) You are responsible for Covered Equipment until PBI receives it.
- (c) Repair Service.
 - (i) If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
 - (ii) Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
 - (iii) PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
 - (iv) If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You will not incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent.
- (d) Additional Covered Items. PBI will provide printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance.

S1.2 Performance SLA

- (a) General. Under this option, PBI will provide the following support:
 - (i) All coverage provided under Standard SLA.
 - (ii) Quarterly performance reports made available on MyAccount at www.pb.com.
 - (iii) One two hour application consultation for your mailing and shipping needs.
 - (iv) Admission for one person to a PBI mail management seminar.
- (b) Response Time Commitment.
 - (1) If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it cannot resolve the issue remotely (the "Response Time Commitment").
 - (2) The Response Time Commitment relates solely to the arrival of a technician at your location; it is not a guaranteed resolution of the problem within the Response Time Commitment period, nor does it guarantee that all parts necessary to make a repair will be on-site within this time frame.
 - (3) The Response Time Commitment does not apply to Service designated as service by replacement,

relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment.

- (4) If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately.
- (c) Liquidated Damages for Failure to Meet Response Time Commitment.
- (1) PBI agrees that if it does not meet the Response Time Commitment, PBI will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three (3) months.
 - (2) You must use a credit request form to request a credit. You may obtain a credit form from your service technician or by calling the Customer Care Center. The credits are limited to credits for four (4) failures to meet the Response Time Commitment in any twelve (12) month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

S2. SLA FEES

- S2.1 You will pay the SLA fees for the Service Term at the price in the pricebook
- S2.2 INTENTIONALLY OMITTED
- S2.3 If the service technician provides service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates set forth in the pricebook and for any required parts. The State must consent to any such charges prior to the work beginning.

S3. SERVICE TERM

- S3.1 Term. PBI will provide you with Service for the Initial Service Term and any Renewal Service Terms.
- S3.2 RENEWAL SERVICE TERM(S). SERVICE IS RENEWABLE FOR CONSECUTIVE ONE (1) YEAR TERMS.

SERVICE WILL COINCIDE WITH THE INITIAL TERM OF THE LEASE UNLESS YOUR LEASE EXPIRES OR IS TERMINATED IN WHICH CASE, THE MAINTENANCE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE. YOU MAY TERMINATE MAINTENANCE SERVICE IN ACCORDANCE WITH SECTION S3.3

- S3.3 Ending Your Service. INTENTIONALLY OMITTED

S3.4 Service Changes.

- (a) PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.
- (b) After receiving a Service Change Notice. You may immediately terminate Service as described in the State of Illinois Standard Terms and Conditions if the Service Change Notice states that the change is material and such change adversely affects You. Notwithstanding Your election to terminate Service in accordance with the immediately preceding sentence, the Service will not be terminated if, prior to the expiry of the thirty-day period commencing with the giving of notice by You of Your election to terminate Services, PBI gives notice to you that it has elected that it will not implement such change or has contracted with a mutually agreeable third party service provider that will provide Services in accordance with the contract requirements.

S4. EQUIPMENT/METER COVERAGE

You cannot elect to have Service apply to some but not all of the items of Equipment.

S5. ADDITIONAL SERVICE TERMS

These terms apply to all Service options:

- (a) Limitations. Service does not include services and repairs that are made necessary due to any Excluded Circumstance.

- (b) Additional Exclusions. Service excludes the supply of postal and carrier rate changes and Consumable Supplies.
- (c) Replacement Equipment.
 - (i) If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will request your consent to enroll you for maintenance coverage on the new Equipment at PBI's then current annual rates.
 - (ii) If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for any

- (iii) If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty (30) days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates.

Exhibit B- Rental Agreement

EQUIPMENT AND POSTAGE METER RENTAL TERMS AND CONDITIONS

The following provisions apply whenever you rent a Meter or Equipment from Pitney Bowes.

R1. EQUIPMENT/METER RENTAL

R1.1 Fees.

- (a) If you are not leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment and Meter rental ("rental") fees listed on the Order and are contained in and consistent with the pricebook..

R1.2 Postage.

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the USPS through a Lockbox Bank. See the "USPS Acknowledgment of Deposit" below for more information.
- (b) Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage as noted in the pricebook.
- (c) If you participate in any PBI, PBGFS, or Bank postage advance programs, we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your rental fees.

R1.3 Meter Repair or Replacement.

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter.

R1.4 Terms of Use; Federal Regulations.

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) You agree to use only attachments or printing devices authorized by us.
- (c) You must receive our written consent before moving the Equipment or Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

- (h) You are responsible for immediately reporting (generally within 72 hours or less, or an otherwise reasonable amount of time) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (i) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

R1.5 Rate Updates and Soft-Guard[®] Program.

- (a) Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program.
- (b) Under the Soft-Guard program, we will provide rate updates during each 12 month period following the date of installation of the Equipment.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change.
- (d) The Soft-Guard program does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation.

R1.6 Collection of Information.

- (a) You authorize us to access and download information from your Meter. We may disclose this information to the USPS or other authorized governmental entity, but not, except as otherwise permitted by paragraph (b) or (c) below, to any other person.
- (b) We will not share with any information about You with any thirdparties (except the USPS or other governmental entity unless required to by law or court order.
- (c) We may elect to share aggregate data about our clients' postage usage with third parties all of which data will be anonymized and will not contain any information which identifies You or any other person.

R1.7 Meter Care and Risk of Loss.

- (a) You agree to take proper care of the Meter(s) as stated in this Agreement and any user documentation.
- (b) You assume all risk of loss or damage to the Meter(s) while you have possession.

R2. VALUE BASED SERVICES

Value Based Services include services such as USPS[®] e-Return Receipt and USPS[®] Confirmation Services.

R2.1 Fees.

- (a) Any fees charged by the USPS for any Value Based Service you purchase are payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system.

R2.2 Ending the Value Based Services. We have the right to terminate the Value Based Services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty (30) days after you have been notified in writing.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

EXHIBIT C - PITNEY BOWES LEASE AGREEMENT STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number											

Your Business Information

Full Legal Name of Lessee (FEIN/TIN)	DBA Name of Lessee	Tax ID #
Billing Address: Street	City	State ZIP+
Billing Contact Name CAN #	Billing Contact Phone #	Billing
Installation Address (if different from billing address): Street	City	State ZIP+
Installation Contact Name	Installation Contact Phone # Installation CAN #	
Fiscal Period (from – to) CAN #	Lessee PO #	Delivery

Your Business Needs

Qty	Business Solution Description	Check additional items to be included in client's payment
		<input type="checkbox"/> Service Level Agreement
		<input type="checkbox"/> Software Maintenance (additional terms apply) -
	<i>Provides revision updates & technical assistance</i>	<input type="checkbox"/> Meter Rental () Value Based Services (not including USPS fees which will be charged separately)
		<input type="checkbox"/> Equipment Replacement Program – Protection in case of loss () Yes I want to enroll in the ValueMAX® equipment
	<i>or damage to leased equipment</i>	() No Enrollment (I will provide proof of insurance within the
	replacement program	
	next 30 days as noted in Section L9)	

* If green products are identified on your Order, the equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: _____ months			() Required advance check of \$() received
Number Of Months	Monthly Amount	Billed Quarterly At*	() Tax Exempt Certificate Attached
First			() Tax Exempt Certificate Not Required
Next			

*Does not include any applicable sales, use, or property taxes which will be billed separately; payment plans begin after any applicable Interim Usage Period.

Your Signature Below

By signing below and submitting your Purchase Order to us with the required information of the deal, the parties agree that this lease is made subject to the Master Contract between _____ Pitney Bowes Global Financial Services LLC, dated September 30, 2015 (the "Master t") and the same is incorporated by reference. **You acknowledge that, except as otherwise expressly permitted by the Master Contract, you may not cancel the lease for any reason and that all payment obligations are unconditional.** The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you to provide proof of insurance.

Lessee Signature

Pitney Bowes Signature

Print Name

Print Name

Title

Title

Date

Date

Email Address

Sales Information

Account Rep Name District Office

PITNEY BOWES LEASE TERMS AND CONDITIONS.

DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.
L2.2 Except as expressly stated in master agreement, **You may not cancel this Lease for any reason. All payment obligations are unconditional**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order.
L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other agreed upon charges.
L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if you consent to a PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may not agree to this select one of the following options:
(a) enter into a new lease with us;
(b) purchase the Equipment "as is, where is" for fair market value; or

- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier to pick up and ship them to us.
- L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. INTENTIONALLY OMITTED

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX[®] PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date you receive the Equipment until the Equipment is returned to, and received by, us, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must notify us in writing within a reasonable time of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).

L10. EARLY TERMINATION

L10.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.

L11. MISCELLANEOUS

L11.1 If more than one lessee is named in this Lease, liability is joint and several.

L11.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT

OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. For the purposes of this section, transfer of equipment between State of Illinois agencies or facilities which has been authorized by PBI will not be considered an assignment provided you give us prior notice of identifying where the equipment is being transferred.

L11.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment in accordance with applicable Illinois laws and administrative rules. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement

Customer Satisfaction Guarantee

Pitney Bowes Mailing, North America is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes maintenance agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00 A.M. until 8:00 P.M. EST exclusive of holidays.

Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services. Furthermore, if you attend our acclaimed Mail Management Seminar, we will train your employee(s) on the latest and most efficient use of postal services.

Purchase Power® service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

We won't be satisfied until you are satisfied.



Harris Warsaw
Senior Vice President of Global Sales, Global SMB Solutions

Exhibit E – Pricebook

See attached State of Illinois Pricebook date 9-30-15

Exhibit F – Certifications

Pitney Bowes is registered under the CPO for Illinois Procurement: See link for required Form B and attached below as of today's date, 9.9.15.

<https://ipg.vendorreg.com/FrontPage/VendorMain.asp?XID=7065>



Forms B Section V
15 2 (2).docx

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

IPB Reference #: 22037009 Procurement/Contract #: CMS6954410

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: 20050037 IPG Expiration Date: 04-05-2016

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012). Yes No

3. Replacement Certification to IPG Certification #6 (supersedes response in IPG)

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. Yes No

4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

5. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
	See Attached			

6. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Pitney Bowes Inc.

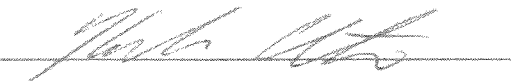
Phone: 630-415-5155

Street Address: 2200 Western Ct.

Email: Keelan.alberts@pb.com

City, State, Zip: Lisle, IL 60532

Vendor Contact: Keelan Alberts

Signature: 

Date: September 30, 2015

Printed Name: Keelan Alberts

Title: Government Account Manager, State of IL

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: Pitney Bowes Inc.

Taxpayer Identification Number:

Social Security Number:

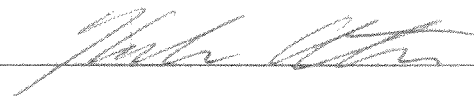
or

Employer Identification Number: 06-0495050

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____



Date: September 30, 2015

Before orders can be placed under The State of Illinois contract, the purchasing entity will need to negotiate mutually agreeable terms and conditions with the Contractor before this pricing will be in effect. Written acceptance from the State will be required.

Category	Item	Description	2015 Commercial Price	IL PRICE	Discount off of 2015 Commercial	IL Purchase SMA	IL Monthly SMA	IL ANNUAL SLA PRICE	IL MONTHLY SLA
Addressing	MSPQ	Connect+ SendSuite interface	\$300.00	\$255.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APA2	Connect+ Analytics (Max 100 Accounts)	\$625.00	\$386.00	38%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APA4	Connect+ Analytics (Max 500 Accounts)	\$1,350.00	\$1,109.00	18%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APA5	Connect+ Analytics (Max 1,000 Accounts)	\$1,520.00	\$1,250.00	18%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APA7	Connect+ Analytics (Max 2,000 Accounts)	\$1,835.00	\$1,510.00	18%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APA9	Connect+ Analytics (Max 3,000 Accounts)	\$2,360.00	\$1,942.00	18%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APF8	Connect+ Vertical Market Fonts	\$155.00	\$132.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APF9	Connect+ Creative Fonts	\$155.00	\$132.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APFC	Connect+ WOW Feature	\$6,810.00	\$5,778.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	APG2	Connect+ Residual Rates	\$1,045.00	\$886.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	AZBA	Connect+ 1000 Series Subscription: M955	\$6,560.00	\$4,307.00	34%	\$0.00	\$0.00	\$265.50	\$24.66
Connect+ Series	AZBB	Connect+ 2000 Series	\$12,335.00	\$8,634.50	30%	\$0.00	\$0.00	\$404.70	\$37.60
Connect+ Series	AZBC	Connect+ 3000 Series Subscription: M955	\$12,060.00	\$8,484.00	30%	\$0.00	\$0.00	\$1,607.25	\$149.31
Connect+ Series	AZBD	Connect+ Series WOW	\$18,110.00	\$13,307.00	27%	\$0.00	\$0.00	\$1,607.25	\$149.31
Connect+ Series	AZBE	Connect+ Mono Printer	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$329.25	\$30.59
Connect+ Series	AZBF	Connect+ Color Printer	\$2,095.00	\$1,725.00	18%	\$0.00	\$0.00	\$410.25	\$38.11
Connect+ Series	AZBJ	Connect+ Color Printer Upgrade	\$4,195.00	\$3,560.00	15%	\$0.00	\$0.00	\$410.25	\$38.11
Connect+ Series	AZBK	Connect+ Energy Star Kit	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	AZBL	Connect+ 2000 Color Printer	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$410.25	\$38.11
Connect+ Series	AZBM	Connect+ 3000 Color Printer	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$410.25	\$38.11
Connect+ Series	AZBN	Connect+ 1000 Color Printer Upgrade	\$4,340.00	\$3,683.00	15%	\$0.00	\$0.00	\$410.25	\$38.11
Connect+ Series	AZBP	Connect+ 3000 Color Printer Upgrade	\$4,710.00	\$3,997.00	15%	\$0.00	\$0.00	\$410.25	\$38.11
Connect+ Series	AZBR	Connect+ 3000 Pro Non-WOW	\$28,330.00	\$22,891.00	19%	\$0.00	\$0.00	\$1,996.50	\$185.47
Connect+ Series	AZBS	Connect+ 3000 Pro WOW	\$34,630.00	\$24,080.00	30%	\$0.00	\$0.00	\$1,996.50	\$185.47
Connect+ Series	AZBT	Connect+ 1000 with Energy Star	\$6,560.00	\$5,567.00	15%	\$0.00	\$0.00	\$265.50	\$24.66
Connect+ Series	AZCG	Connect+ 500W Series Package	\$8,910.00	\$7,560.00	15%	\$0.00	\$0.00	\$404.70	\$37.60
Connect+ Series	AZDN	Connect+ 3000 WOW Upgrade	\$6,810.00	\$5,779.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	BMZ1	Connect+ BM Interface	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	MSDA	Connect+ VAS Training	\$98.00	\$80.00	18%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	MSPR	Connect+ Power Stacker	\$1,255.00	\$1,065.00	15%	\$0.00	\$0.00	\$245.25	\$22.78
Connect+ Series	MSPS	Connect+ Power Stacker	\$2,305.00	\$1,896.00	18%	\$0.00	\$0.00	\$247.50	\$22.99
Connect+ Series	MW90007	Connect+ Drop Stacker	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	MW90008	Connect+ VBS Welcome Kit	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	MW90090	Connect+ Power Distribution Kit	\$100.00	\$85.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Series	MW90705	Connect+ PC Meter Connect	\$155.00	\$128.00	17%	\$0.00	\$0.00	\$0.00	\$0.00
Connect+ Serise Ship A Package	APKA	Connect+ Ship A Package Application	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00
Folders & Inserters & Shredders	F7MU	Mail Machine Interface for Connect+ 3000	\$3,290.00	\$2,792.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Furniture Solutions	CP6028MOD	60 in. Connect+ Modular Table	\$1,255.00	\$1,066.00	15%	\$0.00	\$0.00	\$0.00	\$0.00
Furniture Solutions	CP7228MOD	72 in. Connect+ Modular Table	\$1,350.00	\$1,146.00	15%	\$0.00	\$0.00	\$0.00	\$0.00