

## **AMENDMENT #4**

### **Contract #0000000000000000000013142**

This is an Amendment to the Contract (the "Contract") entered into by and between the INDIANA DEPARTMENT OF ADMINISTRATION (the "State") and PITNEY BOWES INC (the "Contractor") approved by the last State signatory on June 27, 2014.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby renewed for an additional period of twelve (12) months. It shall terminate on May 31, 2018.
2. The consideration during this renewal period is \$0.00. Total remuneration under the Contract is not to exceed \$2,250,000.00.

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

**Non-Collusion and Acceptance**

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

**Agreement to Use Electronic Signatures**

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

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

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

PITNEY BOWES INC

Indiana Department of Administration

By: *Rebecca Shaw*

By:

Title: Government Account Manager

Title:

Date: 5/7/2017

Date:

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

**Electronic Approval History**

	<b>User ID</b>	<b>Approver Name</b>	<b>Datetime</b>	<b>Description</b>
1	T004326	Carr,Todd Douglas	05/12/2017 10:52:01AM	Agency Fiscal Approval
2	M240207	Lawson,Megan Kathleen	05/15/2017 11:59:49AM	IDOA Procurement Approval
3	B229694	Richey,Brenda	05/16/2017 4:18:19PM	SBA Approval
4	D204406	Oware,Deanna Jeffrion	05/17/2017 8:37:04AM	SBA Approval
5	A233897	Davidson,Alice A	05/17/2017 2:05:06PM	Attorney General Approval
6	E291744	Crisler,Emily Lenae	05/19/2017 2:09:53PM	Attorney General Approval

## **RENEWAL #3**

**Contract #000000000000000000013142**

Pursuant to IC 5-22-17-4 and the terms of the contract, the **State of Indiana through the Indiana Department of Administration** (the "State") exercises its option to renew its contract with **PITNEY BOWES INC** (the "Contractor") under the same terms and conditions of the original contract dated June 27, 2014. The entire contract shall commence on June 01, 2014 and shall terminate on May 31, 2017.

Total amount of this renewal is \$750,000.00. Total remuneration of this contract is not to exceed \$2,250,000.00.



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

MM

1. EDS Number: ASA-14-26	2. Date prepared: 6/26/2014
-----------------------------	--------------------------------

3. CONTRACTS & LEASES	
<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input checked="" type="checkbox"/> QPA 13142	<input type="checkbox"/> Other _____

FISCAL INFORMATION	
4. Account Number:	5. Account Name:
6. Total amount this action: \$250,000.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2015	\$0.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 6/1/2014	12. To (month, day, year): 5/31/2015
13. Method of source selection:	
<input checked="" type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

AGENCY INFORMATION	
14. Name of agency: Department of Administration	15. Requisition Number:
16. Address: IDOA, Procurement Division 402 W WASHINGTON ST RM W468 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION	
17. Name: Megan Lawson	18. Telephone #: 317/234-0067
19. E-mail address: mlawson@idoa.in.gov	

COURIER INFORMATION	
20. Name: Amey Redding	21. Telephone #: 317-234-3542
22. E-mail address: aredding@idoa.in.gov	

VENDOR INFORMATION	
23. Vendor ID # 0000000841	25. Telephone #: 317-340-9415
24. Name: PITNEY BOWES INC	26. Address: 5071 W 74TH ST INDIANAPOLIS, IN 46268
27. E-mail address: rebecca.shaw@pb.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	84.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: 8.0 %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: 8.0 %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)?  Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
IC 5-22

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Statewide Quantity Purchase Agreement for mailing equipment and mailing supplies.

RECEIVED

JUN 27 2014

OAG-ADVISORY

38. Justification of vendor selection and determination of price reasonableness:  
This vendor was selected through a competitive bid process.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)  
Contract negotiations with the vendor took longer than expected.

40. Agency fiscal officer or representative approval 	41. Date Approved 6/27/14	42. Budget Agency approval 	43. Date Approved 6.27.14
44. Attorney General's Office approval MM	45. Date Approved 6/27/14	46. Agency representative receiving from AG	47. Date Approved



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (“Contract”), entered into by and between the **State of Indiana through the Indiana Department of Administration** (the “State”) and **Pitney Bowes Inc.** (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of the Contractor:**

The Indiana Department of Administration on behalf of All State Entities here in referred to as (“State”) is establishing a quantity purchase agreement (QPA) for **Mailing Equipment and Mailing Supplies**. The Contractor shall provide these services and commodities necessary to the State as set forth in ASA-14-26, the Contractor’s response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

- **Exhibit A** = State of Indiana Market Basket Pricing
- **Exhibit B** = Non-Market Basket Discount Pricing
- **Exhibit C** = Service Level Agreements and Key Performance Indicator
- **Exhibit D** = Performance Metrics
- **Exhibit E** = Definitions and Abbreviations
- **Exhibit F** = ASA-14-26 Documentation

Contractor’s Attachments:

- **Exhibit G** = Contractor’s General Terms (Purchase, Service Agreement, Meter Rental)
- **Exhibit H** = Lease Cover Form: Term Rental Agreement
- **Exhibit I** = Lease Cover Form: Fair Market Value Lease Agreement
- **Exhibit J** = Tax Exemption Forms
- **Exhibit K** = Contractor’s Section 508 Compliance associated VPATS

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

**A. Entities Eligible to Utilize Contract**

1. **State Agency**  
As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
2. **K-12Indiana**  
The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
3. **LibraryIndiana**  
The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

4. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

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

**B. Restricted Items**

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

**C. Contract Implementation**

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

1. Implementation Process

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

a) Initiation

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

b) Planning

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



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

c) Execution and Control

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

d) Closing

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

2. Implementation – Personnel

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

3. Implementation – Communication Tools

a) Implementation Schedule

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

b) Implementation Team Meetings

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

c) Implementation Status Reports

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

4. Training

a) Implementation Training

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



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

- b) Post-Implementation Training  
The Contractor shall continue to provide user training as needed after implementation pursuant to the training requirements of this Contract.
- c) User Guides  
The Contractor shall provide Roll-out Packets or User Guides to Ordering Agencies on how to best use the Contract. The Contractor shall provide the User Guide documentation to the State Contract Manager for approval prior to release.

**D. Account Management and Customer Service**

1. Account Management Structure

The Contractor's Dedicated Account Management Team shall include a Dedicated Account Manager, National Account Manager, and Customer Service Manager. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel to the Dedicated Account Manager position. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

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

2. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Usage Reports, local government usage, additional reporting fields, etc. over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State's request. The Contractor shall work with the State Contract Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

3. Service Level Agreements and Performance Metrics

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

4. Marketing and Promotions

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

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

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

5. Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process. The Contractor shall provide a copy of the Contractor's most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Account Manager and an electronic copy provided to the State. The State Contract Manager has the authority to contact the Contractor's Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. A member of the Contractor's Account Team shall arrive onsite at the Indiana Government Center in Indianapolis within 48 hours, if necessary.

6. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. The plan shall include, but not limit to, the process the State should follow to escalate issues. In

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

the event that the Contractor materially amends the summary of the disaster recovery plan, notification shall be sent to the State Account Manager and an electronic copy provided to the State.

7. Customer Service Hours

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

8. Customer Service Response Time

The Contractor shall resolve all customer service issues within 48 hours of submission.

**E. Quality Assurance**

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

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

1. Warranty

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

- a) Contractor warrants that the 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) Contractor warrants that the Services will be performed in a professional and workmanlike manner.
- c) In the case of defective Service, Contractor will re-perform the Service.
- d) There is no warranty for Equipment requiring repair or replacement because of any Excluded Circumstance as defined in **Exhibit E**.
- e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the Contractor Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- f) The warranty does not cover Consumable Supplies.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

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

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

2. Product Acceptance

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

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

3. Product Changes

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

4. Product Recall Procedures

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

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

5. Maintenance

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



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

All service calls shall have a response time (on average) of no more than four (4) hours in urban areas and eight (8) hours in rural or remote areas from time of service request, with the exception of major holidays.

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

6. Equipment Uptime

The Contractor shall guarantee an equipment uptime of 95% during operational business hours between 7:00AM – 5:00PM EST. The Contractor shall provide a new loaner machine(s) for emergency circumstances that occur due to downtime of a machine. In cases where new is not available the Contractor shall provide used loaner machine(s) to get the Ordering Agency operational. Downtime refers to a period of time that the equipment fails to perform its primary function.

**F. Ordering**

1. Order Process

The State shall post general contract information on the State website along with a link to the Contractor's maintained site. The Contractor shall create and maintain a separate site, unique to the State of Indiana containing Market Basket Items, Product Brochures, Pricing, Service Level Agreements, Ordering Instructions, industry statistics and any other helpful information that the State and Contractor mutually agree upon to post. The State shall review and approve any materials, content, and any changes prior to posting to the Contractor's dedicated site, for the State, throughout the life of the Contract.

Upon receipt of a properly executed Purchase Order (PO) or in the case of a local governmental entity an executed lease cover form (see **Exhibit H & I**), and when required, a signed IRS 8038G/GC Tax Form (see **Exhibit J**), the Contractor shall be responsible for the delivery and installation of equipment and all training to the Ordering Agency in a timely manner. Equipment supplies, accessories, and maintenance shall be ordered in necessary quantities on an "as needed basis". A State Agency's request for a Lease to Purchase Mail Machine must be approved in writing by the IDOA Contract Manager prior to fulfillment of the order. The State of Indiana makes no guarantees regarding the number of individual transactions entered into during the contract period. Any software provided hereunder shall be provided pursuant to the Contractor's standard software license and maintenance agreement as negotiated and mutually agreed upon by the parties.

The Contractor shall notify the lease holder/Ordering Agency and the State Contract Manager in writing 60 days in advance of expiration for a Lease to Purchase and/or Lease/Rental. In addition, any agreement such as, but not limited to, lease agreement, maintenance agreement, and/or any other service or product offering agreement shall not automatically renew. Renewals shall only occur when the Ordering Agency and Contractor have mutually agreed to the terms and charges.

2. Electronic Catalog

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

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

<b>VIEW ELECTRONIC CATALOG</b>	
<b>Website:</b>	<a href="http://www.pb.com/states/Indiana">www.pb.com/states/Indiana</a>

User Access:

Ordering Agencies shall be able to access an electronic catalog with the Contractor. Users shall not have the authority to purchase or create orders through the electronic catalog. Users shall have the following capabilities within the electronic catalog:

- Search electronic catalog for contract items
- View contract item information (with pricing)

3. Ways to Place an Order

The Contractor shall be able to receive orders by any of the following methods: electronically via K-12/Library/OneIndiana catalog, email, phone and/or fax. The Contractor shall have internal controls, approved by the State of Indiana, to:

- a) Ensure that only authorized individuals place orders
- b) Verify any orders that appear to be abnormal

4. Training

The Contractor shall provide equipment training on all mail equipment ordered at the time of installation or as mutually agreed upon by the Contractor and Ordering Agency. In addition, all applicable equipment and informational manuals are to be onsite during time of equipment delivery for Contractor to reference during on-site training.

**G. eProcurement**

1. Third Party Management

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

2. K-12 / Library / OneIndiana / Other local governmental entities

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

- K-12Indiana Portal: [www.K12Indiana.com](http://www.K12Indiana.com)
- LibraryIndiana Portal: [www.LibraryIndiana.com](http://www.LibraryIndiana.com)
- OneIndiana Portal: [www.oneindiana.net](http://www.oneindiana.net)

**H. Shipping / Delivery**

The Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana and meet specified delivery requirements as well as delivery to all other Ordering Agency locations. The Contractor shall follow delivery policies of the shipping location; delivery policies are dependent upon delivery location. The Contractor shall inquire of the delivery policies at a minimum of 48 hours (business days) in advance of delivery.

1. Delivery Timeframes

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

Except for special orders, the Contractor shall use commercially reasonable best efforts to ensure that orders placed shall be dock delivered or otherwise specified and mutually agreed upon within 30 days of Purchase Order receipt. The Contractor shall use commercially reasonable efforts to maintain an on-time delivery percentage of 98%.

2. Shipping Charges and Risk of Loss

The Contractor agrees that prices include all shipping and handling fees required to provide delivery to all State and Ordering Agency locations unless specifically approved in writing by the State of Indiana Account Manager. The Contractor shall remain responsible for goods until the Ordering Agency takes possession, F.O.B. Destination.

3. Proof of Delivery

The Contractor shall provide proof of delivery for an order to the Ordering Agency at time of delivery. Delivery details shall include, but not limited to, offloading equipment, inside delivery to usage area (or designated area State requests), and removal of debris.

4. Material at Delivery

The Contractor shall provide a minimum of the appropriate operating manual, CD-ROM and e-manual depending on the machine with each mailing equipment purchase/lease on day of delivery.

5. Product Substitutions

Product substitution is not allowable unless pre-approved; in writing, by the State or Ordering Agency and only then may the item be shipped. The substituted item shall be of equal functionality and quality and shall not exceed the contract price of the back ordered or unavailable item. Contractor shall submit a quarterly report of all items that have been substituted.

6. Equipment Relocation

The Contractor shall be willing to provide all necessary support for any relocation, redeployment, transfer and re-installation of any leased or purchased equipment acquired by a using agency at no additional cost. This could include interagency moves or agency to agency.

**I. Billing/Payment**

1. Invoice

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

2. Billing

The Contractor understands and agrees that the invoice shall;

- be paid at the total price of the Purchase Order (PO) for all services performed and all equipment or supplies delivered under the QPA, except as expressly stated elsewhere in this contract
- include pricing at the lease or sell contracted price
- Include only charges for products that have been shipped, and fulfillment/installation is complete



ASA-14-26/QPA# 13142  
**STATE OF INDIANA/PITNEY BOWES INC.**  
**CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES**

- Not include sales, use, property or similar tax when valid tax exemption certificates are provided by the Ordering Agency to Contractor.

**3. Payments**

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

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

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

**J. Returns**

For all products the Contractor shall accept returns from Ordering Agency within thirty (30) business days of receipt of product. Equipment shall be picked up by the Contractor within 5-7 business days of notice. For all returns, Contractor shall provide full credit or full refund to Ordering Agency, whichever an agency requests, within thirty (30) business days of notice for pick up.

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

<b>Government Account Analysts Contact Information</b>		
<b>Name:</b>	Chris Deubel,	Tracey Keys – (alternate contact)
<b>Phone:</b>	800.840.3826 ext 5475	800-840-0523 Ext: 5518
<b>Online:</b>	<a href="mailto:Chris.deubel@pb.com">Chris.deubel@pb.com</a>	<a href="mailto:Tracey.keys@pb.com">Tracey.keys@pb.com</a>

**1. Damaged Freight, Error in Shipment, Defective Items**

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

**2. Restocking Fee**

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

**K. Reporting/Metrics**

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

The Contractor shall provide the State and Ordering Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State or Ordering Agency within 3 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

1. Savings Model

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

2. Usage Reports

The Contractor shall track all usage data to report at each QBR. The report shall include, but not limited to, Agency Machine Placement, Machine Usage Location, Agency Department, Associated Procurement Agent, End-User within Location, Product Category Spend, Proprietary items spend. The Contractor shall provide updates outside of the QBR upon request.

3. MWBE Subcontractor Compliance

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

4. Indiana Economic Impact (IEI)

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

**L. Miscellaneous Commitments**

1. Subcontracting

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

2. Directed Sourcing

The Contractor and the State agree to work together to develop a mutually agreed upon directed source commitment program. A directed source provision is a contractual commitment whereby the Contractor is required to purchase and/or sub-contract for items specified from a preferred or directed source. The directed source commitment program shall include the following requirements:

- a) Contractor agrees and understands that all approved State Use products (relating to mailing equipment and supplies categories) will be available through work center QPAs or through the directed source provision.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

- b) Contractor agrees to sell approved items from work centers unless the work center (vendor) cannot meet the delivery and/or specifications, as requested. Approved items shall include those listed on current State Use Contracts.
- c) State Use products shall be introduced on an annual basis and included with this directed source provision.
- d) At the time an approved item is introduced and included with the directed source provision, the State and Contractor shall determine the appropriate mark-up, if any. Only items that are warehoused and delivered by the Contractor shall be subject to a mark-up. A fair market assessment shall be provided as justification for proposed mark-up and shall receive approval of the State Contract Manager before item is introduced through this Contract.

3. Purchasing Card

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

**2. Consideration.**

If total remuneration under this Contract exceeds \$250,000.00, for the one year period, the State may increase the remuneration amount at its discretion. The Contractor agrees that all prices include on-site delivery, shipping, packaging, set-up, and administrative costs associated with the product and services required to provide delivery to Ordering Agencies unless specifically approved, in writing, by the State.

**A. Market Basket Pricing**

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

**B. Non-Market Basket Pricing**

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

**C. Pricing Terms**

1. Price Hold

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

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

**D. Pricing Errors and Overcharges**

For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the State in full for all overcharges within 3 business days. If reimbursement is not received after

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

3 business days, the Contractor shall pay to the State a penalty of 15% of total lease/purchase price for all items invoiced at incorrect pricing. The State shall pay Market Basket less 15% if any Market Basket items are removed without notification forcing Non-Market Basket Substitutes to be purchased. The Contractor shall provide a credit or check, whichever has been determined by the State or Ordering Agency, for pricing errors or penalty fees.

**E. Price Match**

If the Ordering Agency discovers that a product or piece of equipment can be purchased/leased for a price lower than the contracted price due to a promotional event by the Contractor, than the Contractor shall agree to match the lower price for the length of that promotional event.

**F. Financial Warranty**

The Contractor shall not use the State of Indiana's Market Basket pricing, as listed in Exhibit A, to negotiate lower prices on existing or new contracts ("Competing Contracts") with entities that are Ordering Agencies, as defined in **Section 1(A)** of this Contract. If the Contractor executes Competing Contracts that include any Market Basket item contracted hereunder to an Ordering Agency, and the Market Basket item is provided at a price lower than that which is charged under this Contract, the lower price per item shall be effective from the date the Competing Contract was executed.

In addition to the State's new Contract price per Market Basket item, which resulted from the Competing Contract's lower price per Market Basket item, the Ordering Agency shall also be entitled to a credit for the difference between the amounts paid per Market Basket item, as listed in Exhibit A, and the Competing Contract's lower price per Market Basket item. The credit will be calculated based on the historical volume ordered by each Ordering Agency from the date the Competing Contract was executed to the date the vendor updates the Market Basket item prices in the eProcurement Punch-Out, as discussed in **Section 1(G)** of this Contract.

It shall not be a violation of this section for the Contractor to respond to a bid, request for proposal, request for quotation, or similar public solicitation process ("Bid") from any Ordering Agency *and* to offer different prices for products not offered in this Contract's Market Basket, as listed in Exhibit A. Further, it shall not be a violation of this section for the Contractor to negotiate a local Market Basket ("Local Market Basket"), for any Ordering Agency, with the exclusion of State Agencies, to offer different prices for products not offered in the State Market Basket, as listed in Exhibit A. A Local Market Basket consists of State Market Basket items, priced as listed in Exhibit A, plus Non-Market Basket items. Non-Market Basket items included in the Local Market Basket shall not impact, alter or change the State's Non-Market Basket percent off list price, as referenced in Exhibit B of this Contract. It shall not be a violation to offer a Market Basket item(s) to an Ordering Agency at a lower price if a onetime bulk purchase is made. However, for a one time bulk purchase to be made, prior written approval from the State Contract Manager is required.

**G. Discounts**

The parties agree that the Contractor shall pass on any additional discounts obtained from the product manufacture due to product ordered at a given time. The products and services listed in the catalog are inclusive of the warranties expressly set forth in this contract.

**3. Term.** This contract shall be effective for a period of one (1) year. It shall commence on 6/1/2014 and shall remain in effect through 5/31/2015. There may be three (3) one (1) year renewals for a total of four (4) years at the State's option.



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

Upon expiration of the Contract, any lease entered into under this contract shall remain in effect for the defined term of the lease, subject to the termination provisions within this Contract in **Section(s) 21, 44 and 45.**

**4. Access to Records.** During the term of this Contract, and for three (3) years from the date of final payment under this Contract, the Contractor will upon not less than fourteen (14) business days' prior written request, make available to the State no more than once per calendar year, at the Contractor's corporate offices, during normal business hours, the information from Contractor's contract administration application pertaining to all invoices sent by Contractor and payments made by the State for all products and services purchased by the State under this under this Contract. The State may employ an independent auditor or the State may choose to conduct such audit on its own behalf. The Contractor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, the Contractor will permit the auditor to review the relevant contract administration application information. The State shall be responsible for paying the auditor's fees. The provisions of this Section 4 shall also govern any audit conducted pursuant to Section 7 below.

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

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

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

The contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State of Indiana. The financial statements shall be prepared in accordance with generally accepted accounting principles.

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

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

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

**10. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

- G. The Contractor hereby affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
1. The Contractor and any principals of the Contractor certify that:
    - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitations of Consumers];
      - (ii) IC §24-5-12 [Telephone Solicitations]; or
      - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.
  2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations, (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as imposition of a civil penalty.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

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



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services.**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training; and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
  2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**14. Debarment and Suspension**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination..

**16. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

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

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to,

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

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

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

**18. Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- A. The Contractor does not knowingly employ an unauthorized alien.
- B. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- C. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- D. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

**19. Employment Option.** Mutually Removed By Both Parties.

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

**21. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Information Technology Enterprise Architecture Requirements.** If Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

**27. Insurance.**

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract. Said limit may be composed of primary and umbrella coverages.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$5,000,000 per occurrence. The State is to be included as an additional insured on a primary, non-contributory basis. Said limit may be composed of primary and umbrella coverages.
3. Professional Liability, N/A.
4. Fiduciary Liability, N/A.
5. Valuable Papers coverage, N/A.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute, N/A.
7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2, said proof shall be provided by an ACORD form within 5 business days after commencement of this Contract. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

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

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled without thirty (30) days' prior written notice to the undersigned State agency. Contractor shall provide notice of diminution of coverage or deletion of coverage areas within thirty (30) days of receipt of such change from the insurance provider(s).

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

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

**28. Key Person(s).**

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

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

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

Key person(s) to this Contract is/are: Rebecca Shaw and Francie Coffey

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

**30. Merger & Modification.** This Contract constitutes the entire agreement between the parties with respect to the subject matter herein. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

**31. Minority and Women's Business Enterprises Compliance**

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA. The Contractor's Subcontractor Commitment will become the MWBE Participation Plan upon execution of this Contract. The Subcontractor Participation Plan will be kept on file at the MWBE offices.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract. If changes to the MWBE participation plan are approved by the MWBE Division, the current participation plan on file will supersede the subcontractors listed below.

<u>MBE/WBE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>PERCENT</u>
MBE	Fineline Printing Group	Printing Services	6/1/2014	8%
WBE	Briljent	Marketing Services	6/1/2014	8%

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MWBE subcontractor where the State considered the selection of the MWBE by the Contractor when issuing the procurement award. A copy of each subcontractor agreement must be submitted to the MWBE Division in IDOA within thirty (30) days of the execution of the contract between the Contractor and the State. Failure to provide a copy of the subcontractor agreements may be considered a violation of this provision and of 25 IAC 5. The Contractor must obtain approval from the MWBE Division before changing the MWBE Participation Plan submitted in connection with this Contract.

In the event of a violation of this provision or of 25 IAC 5, the department shall notify the contractor of the violations and will seek a course of action to correct them. The selected course of action may include the recommendation for the imposition of sanctions for material breach of contract pursuant to 25 IAC 5-7-8. In the event that it is determined that a violation of this rule has occurred, the department may elect to immediately employ one (1) or more of the sanctions found in 25 IAC 5-7-8(b).

If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements.

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

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

**33. Notices to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

- A. Notices to the State shall be sent to:  
Megan Lawson, Contract Manager  
Indiana Department of Administration  
402 W. Washington Street, W468  
Indianapolis, IN 46204
- B. Notices to the Contractor shall be sent to:  
Francie Coffey  
Pitney Bowes Inc.  
Director Government Sales Central Region  
One Elmcroft Road, MSC 1C-305  
Stamford, CT 06926

With Copies to:  
Assistant General Counsel  
Pitney Bowes Inc.  
One Elmcroft Road, MSC 64  
Stamford, CT 06926

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

**34. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) ASA-14-26, (4) Contractor's response to ASA-14-26, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**35. Ownership of Documents and Materials.**

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

**36. Payments**

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

The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for maintenance of equipment and/or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

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

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

**39. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

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

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

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

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

**44. Termination for Convenience.** This Contract and all existing leases, with the exception of Lease to Purchase options, may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least ninety (90) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

Should a situation arise a Lease to Purchase option may be terminated by Lessee giving ninety (90) days prior written notice of such termination and the Lessee shall pay the Contractor the remaining balance on the lease.

**45. Termination for Default**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:
  - 1. Correct or cure any breach of this contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines process is being made and the extension is agreed to by the parties.
    - a. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
    - b. Make progress so as to endanger performance of this Contract; or
    - c. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations within the two (2) year time frame.

**46. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**47. Indiana Veteran's Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
-----	-------	--------------	-----------------------------------	-------------	------	---------

N/A

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

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

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

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2012 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

**Access to Records**  
**Employment Option**  
**HIPAA Compliance**  
**Insurance**  
**Key Persons**  
**Merger & Modification**  
**Ownership of Documents and Materials**  
**Termination for Convenience**

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

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

Contractor:  
Pitney Bowes Inc.

State Agency:  
Indiana Department of Administration

By: Rebecca Shaw  
Printed Name: Rebecca Shaw  
Title: State Acct Manager  
Date: 6-25-14

By: Megan Lawson  
Printed Name: Megan Lawson  
Title: Contract Manager  
Date: 6/26/14

**Approved by:**  
Indiana Office of Technology

**Approved by:**  
Department of Administration

By: N/A (for)  
Paul Baltzell, Chief Information Officer

By: Jessica Robertson (for)  
Jessica Robertson, Commissioner

Date: \_\_\_\_\_

Date: 6/26/14

**Approved by:**  
State Budget Agency

**APPROVED as to Form and Legality:**  
Office of the Attorney General

By: Brian E. Bailey (for)  
Brian E. Bailey, Director

By: Gregory F. Zoeller (for)  
Gregory F. Zoeller, Attorney General

Date: 6.27.14

Date: 6/27/2014



ASA-14-26/QPA# 13142  
 STATE OF INDIANA/PITNEY BOWES INC.  
 CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT A: MARKET BASKET PRICING**

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

The Contractor shall extend the Market Basket pricing options of ASA-14-26 to all State Agencies, libraries, and Governmental Entities, as defined in the Master Services Agreement **Section 1 (A)**.

**PURCHASE**

	<b>Group A Low Volume, Semi-Automatic</b>	<b>Group B Low Volume, Semi- Automatic</b>	<b>Group C Mid Volume, Semi- Automatic</b>	<b>Group D Mid Volume, Automatic</b>	<b>Group E High Volume, Automatic</b>
<b>Make</b>	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES
<b>Model #</b>	DM100; 2lb scale; sealer	DM100; 2lb scale; sealer	DM300; 5lb Scale	DM400; 10lb Scale	CONNECT+3000; 15lb Scale
<b>Mail Pieces Per Minute Rating</b>	30	30	65	95	270
<b>Purchase Price</b>	\$ 475.00	\$ 475.00	\$ 1,135.00	\$ 2,065.00	\$ 9,300.00
<b>Postage Meter Rental (\$/Month)</b>	\$ 18.00	\$ 18.00	\$ 18.00	\$ 22.50	\$ 45.00
<b>Maintenance Service Agreement (\$/Month)</b>	\$ 0.00	\$ 0.00	\$ 14.00	\$ 27.00	\$ 145.00

**LEASE-RENTAL**

	<b>Group A Low Volume, Semi -Automatic</b>	<b>Group B Low Volume, Semi-Automatic</b>	<b>Group C Mid Volume, Semi-Automatic</b>	<b>Group D Mid Volume, Automatic</b>	<b>Group E High Volume, Automatic (Minimum 250/ppm)</b>
<b>Make</b>	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES
<b>Model #</b>	DM100; 2lb scale; sealer	DM100; 2lb scale; sealer	DM300; 5lb Scale	DM400; 10lb Scale	CONNECT+3000; 15lb Scale
<b>Mail Pieces Per Minute Rating</b>	30	30	65	95	270
<b>Month-to-Month (\$/Month)</b>	\$ 28.00	\$ 28.00	\$ 97.00	\$ 172.00	\$ 803.00
<b>24 Month Term (\$/Month)</b>	\$ 22.00	\$ 22.00	\$ 52.00	\$ 92.00	\$ 448.00
<b>36 Month Term (\$/Month)</b>	\$ 10.00	\$ 10.00	\$ 36.00	\$ 64.00	\$ 309.00
<b>48 Month Term (\$/Month)</b>	\$ 8.00	\$ 8.00	\$ 28.00	\$ 49.00	\$ 240.00
<b>Postage Meter Rental (\$/Month)</b>	\$ 18.00	\$ 18.00	\$ 18.00	\$ 22.50	\$ 45.00

ASA-14-26/QPA# 13142  
**STATE OF INDIANA/PITNEY BOWES INC.**  
**CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES**

<b>Maintenance Service Agreement (\$/Month)</b>	-	-	\$ 14.00	\$ 27.00	\$145.00
---	---	---	----------	----------	----------

**LEASE-PURCHASE**

	<b>Group A Low Volume, Semi-Automatic</b>	<b>Group B Low Volume, Semi-Automatic</b>	<b>Group C Mid Volume, Semi-Automatic</b>	<b>Group D Mid Volume, Automatic</b>	<b>Group E High Volume, Automatic</b>
<b>Make</b>	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES	PITNEY BOWES
<b>Model #</b>	DM100; 2lb scale; sealer	DM100; 2lb scale; sealer	DM300; 5lb Scale	DM400; 10lb Scale	CONNECT+3000; 15lb Scale
<b>Mail Pieces Per Minute Rating</b>	30	30	65	95	270
<b>Month-to-Month (\$/Month)</b>	\$ 28.00	\$ 28.00	\$ 97.00	\$ 172.00	\$ 803.00
<b>24 Month Term (\$/Month)</b>	\$ 15.00	\$ 15.00	\$ 52.00	\$ 94.00	\$ 422.00
<b>36 Month Term (\$/Month)</b>	\$ 10.00	\$ 10.00	\$ 36.00	\$ 66.00	\$ 293.00
<b>48 Month Term (\$/Month)</b>	\$ 8.00	\$ 8.00	\$ 28.00	\$ 51.00	\$ 228.00
<b>Lease to Purchase Buy-Out (\$/Piece of Equipment)</b>	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.01
<b>Postage Meter Rental (\$/Month)</b>	\$ 18.00	\$ 18.00	\$ 18.00	\$ 22.50	\$ 45.00
<b>Maintenance Service Agreement (\$/Month)</b>	-	-	\$ 14.00	\$ 27.00	\$ 145.00

**SUPPLIES**

	<b>Group A Low Volume, Semi-Automatic</b>	<b>Group B Low Volume, Semi-Automatic</b>	<b>Group C Mid Volume, Semi-Automatic</b>	<b>Group D Mid Volume, Automatic</b>	<b>Group E High Volume, Automatic</b>
<b>Make</b>	Pitney Bowes	Pitney Bowes	Pitney Bowes	Pitney Bowes	Pitney Bowes
<b>Model #</b>	793-5	793-5	765-9	765-9	787-9
<b>Mail Pieces Per Minute Rating</b>	30	30	65	95	270
<b>Impressions Per Cartridge</b>	Up to 3000	Up to 3000	Up to 8800	up to 8800	up to 18000
<b>Replacement Toner Cartridge (\$/Toner)</b>	\$ 36.37	\$ 36.37	\$ 81.08	\$ 81.08	\$ 50.12



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT B: NON-MARKET BASKET DISCOUNT PRICING**

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

The following is a list of categories and their corresponding percent off list price for products located in the Contractor's current catalog that are not included in the Market Basket.

<b>Percentage off Catalog Pricing</b>	
Mail Equipment Furniture	25%
Folders/Inserters/Sorters	20%
Addressing Systems	20%
Peripheral Supplies	15%

### EXHIBIT C: SERVICE LEVEL AGREEMENTS (SLA)

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

#### Service Level Agreement (SLA)

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

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

1. Service Level Agreement – Contractor Score Card

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

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

A Key Performance Indicator (KPI) is a specific survey submitted to the key stakeholders of the Ordering Agencies. Each Ordering Agency is required to complete the KPI by someone, known as a key stakeholder that utilizes the agreement on a continuous basis and answers the survey on behalf of the Ordering Agency. The intent of the KPI is to obtain real, continuous feedback from Ordering Agencies on the Contractor's management performance, the Contractor's overall performance, and other identified factors are substance of the KPI. The State shall supply contact information for the key stakeholders to the Contractor. The Contractor shall then reach out to the key stakeholders of the Ordering Agency on a quarterly basis to ask the key stakeholder of the Ordering Agency to complete the KPI and return. The key stakeholder of the Ordering Agency shall complete the KPI on behalf of the Ordering Agency, and provide their signed off response to the Contractor. The Contractor shall then

ASA-14-26/QPA# 13142  
**STATE OF INDIANA/PITNEY BOWES INC.**  
**CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES**

compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Account Manager. See KPI titled: Service Level Agreement - **Key Performance Indicator**.

**Service Level Agreement – Contractor Score Card**

#	Service Level Agreement	Performance Standard	Performance Target	Description	Calculation	Frequency of Review
1	Equipment Up Time	95.0 %	100%	Percentage of time equipment is operational and performing primary function during business hours of 7AM – 5PM EST Monday through Friday.	Time the equipment is operational / Time the business is open	Quarterly
2	Equipment Service Response Time	48 hours	24 hours	Contractor shall respond to all equipment service issues within 48 hours of submission.	Completion of service calls by time taken to respond physically on site to Ordering Agency placing the call.	Quarterly
3	Delivery Cycle Time Turnaround	(30) Business Day	(20) Business Day	Calculation of delivery from the date of order receipt to the date when the product is physically onsite with the customer.	Order date and timestamp compared to the proof of delivery at Ordering Agency location.	Quarterly
4	Report Turnaround	(3) Business Days	(1) Business Day	Contractor must submit defined reports to State or requesting using entity within (2) business days.	Completion of reports provided according to number of business days taken to provide.	Quarterly
5	Ad hoc Report Turnaround	(5) Business Days	(3) Business Days	Contractor must submit entity-requested ad hoc/special reports to State or requesting using entity within (5) business days.	Completion of reports provided according to number of business days taken to provide.	Quarterly
6	Problem Resolution Time	(2) Business Days	(1) Business Days	Customer inquiry resolution time shall be resolved within two business days with the Contractor's Customer Service Call Center.	From the time service inquiry is opened with Contractor's Customer Service Center to when the inquiry is closed.	Quarterly
7	Average Speed of Answer	Less than 60 seconds	Less than 50 seconds	This is the average number of time a using entity waits before the call is answered by the Customer Service Call Center.	From the time the using entity completes dialing and reaches the Customer Service Call Center language to when the using entity speaks with a live Call Center agent.	Quarterly
8	Invoice Correction Turnaround	(3) Business Day from error identified	(2) Business days from error identified	Invoices must be accurate. The accuracy of the information provided on the using entity invoice.	Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice.  A sample of Before and After Invoice documentation to be provided for validation purposes, upon request by the State.	Quarterly

ASA-14-26/QPA# 13142  
**STATE OF INDIANA/PITNEY BOWES INC.**  
**CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES**

**Service Level Agreement - Key Performance Indicator**

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

ASA-14-26/QPA# 13142  
**STATE OF INDIANA/PITNEY BOWES INC.**  
 CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

CONTRACT PERFORMANCE					
<b>FINANCIAL PERFORMANCE</b>					Comments:
# of Billing discrepancies: ( # )					
<b>TECHNICAL/CS PERFORMANCE</b>					Comments:
% of Uptime Pitney Bowes mailing machines					
<b>INCIDENT REPORTING</b>					Comments:
# of major incidents reported ( # )					
Reviewed by:	Date		Submitted by:		Date
Agency Representative			Pitney Bowes		



**Exhibit D: Performance Metrics**

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

*Definition: A performance metrics is a measure of an organization's activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. A metric will include A. Critical Process/Customer Requirement, B. Developmental measurements and Performance Standards, C. Targets which are goals to work toward. The targeted metric deliverables were developed as a result of Exhibit C, Service Level Agreements. The metrics are set up as follows:*

*Metric #: Metric Title*

- A. Identification of: Critical Process/Customer Requirements.*
- B. Identification of: Developmental measurement and Performance Standards, which results are scored against.*
- C. Identification of: Targets which are goals to work toward.*

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

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the Performance Standards contained in the Service Level Agreements shown in **Exhibit C**, or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. As performance metrics #9 – 18 are qualitative responses from Ordering Agency personnel, the State will review the results at a more detailed level by following up with the individual to determine if the responding Ordering Agency contact has made a fair assessment of the services provided by the Contractor before issuing a CAP.

If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

The performance metrics are as follows:

**Metric #1: Equipment Up Time**

- A. Contractor shall ensure compliance on metric regarding percentage of time equipment is operational and performing primary function during business hours of 7AM – 5PM EST Monday thru Friday (Weekend hours for selected service agreements captured separately).
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of time the equipment is operational by the time the business or Ordering Agency is open.
  - Performance Standard: 95%
- C. The target: 100%

**Metric #2: Equipment Service Response Time**

- A. Contractor shall ensure compliance on metric regarding equipment service response time within 48 hours of Ordering Agency placing a service call.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of service calls to the Contractor and time taken to respond physically on-site to Ordering Agency.
  - Performance Standard: 48 Hours
- C. The target: 24 Hours

**Metric #3: Delivery Cycle Time Turnaround**

- A. Contractor shall ensure compliance on metric regarding the delivery cycle turnaround for mailing equipment is within 30 business days after order submission.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of delivery from the date of order receipt to the date when the product is physically onsite with the Ordering Agency. Order date and timestamp compared to the proof of delivery at Ordering Agency's location.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

- Performance Standard: By (30) Business Days

C. The target: By (20) Business Days

**Metric #4: Report Turnaround**

A. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (3) business days from the date of request.

B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.

- Performance Standard: By (3) Business Days

C. The target: By (1) Business Day

**Metric #5: Ad hoc Report Turnaround**

A. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (5) business days from the date of request.

B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.

- Performance Standard: By (5) Business Days

C. The target: By (3) Business Day

**Metric #6: Problem Resolution Time**

A. Contractor shall ensure compliance on metric regarding the problem resolution time is closed within (2) business days.

B. The Contractor shall monitor and report on a Quarterly basis the metric based time service inquiry is opened with Contractor's Customer Service to when the inquiry is closed by the Customer Service Agent.

- Performance Standard: By (2) Business Days

C. The target: By (1) Business Days

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**Metric #10: Responsiveness**

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

**Metric #11: Professionalism**

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

**Metric #12: Product Delivery**

- A. Product Delivery (Answering question: How would you rate the Contractor's product delivery?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

**Metric #13: Ordering Process - Ease of Use**

A. Project timeline achievement (Answering question: How would you rate the Contractor's ordering process for ease of use?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

**Metric #14: Invoice Accuracy**

A. Invoice Accuracy (Answering question: How would you rate the Contractor's invoice accuracy?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

**Metric #15: Overall Employee Customer Support satisfaction**

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

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

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

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

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

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

**Metric #18: Company Recommendation**

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

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT E: DEFINITIONS AND ABBREVIATIONS**

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

**DEFINITIONS AND ABBREVIATIONS**

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

Account Management Team	The Account Management Team is the designated persons assigned by the State and by the Contractor for the administration of this Contract. The Account Management Team responsibilities are separate from the Operational Management Team.
Catalog	The Contractor's complete line of mailing equipment and mailing supplies that will be available to all state agencies and other governmental entities.
CIESC	Central Indiana Education Service Center
Commercially Reasonable Efforts	Efforts which use a standard of reasonableness defined by what a similar person would do as judged by the standards of the applicable business community.
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 Contractor that is covered by the Service Agreement as stated on the Order, excluding any Usage-based Equipment, Meter or standalone software.
Directed Source	The contractor purchases and/or sub-contracts for items specified from a preferred or directed source.
ESC	Educational Service Center
Excluded Circumstances	Purchasing entity's negligence, an accident, usage which exceeds Contractors 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

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

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 Contractor has advised you Contractor will no longer provide support or which Contractor has 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.

Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity on a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE.
IAC	The Indiana Administrative Code
IC	The Indiana Code
Implementation	The completion of deployment of statement of work specifications for mailing equipment and mailing supplies as specified in this contract.
K12Indiana	A partnership between The State of Indiana and Educational Service Centers (ESC) that gives every K-12 public school the purchasing advantage of statewide-negotiated contracts.
KPI	Key Performance Indicator
Meter	Any postage meter supplied by Contractor 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.
OneIndiana	Operating with New Efficiency (ONE) Indiana is an initiative launched in 2005 to benefit the State's overall budget by providing access for other governmental bodies throughout the State of Indiana to purchase off of the State's QPA contracts.
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.
<u>PBI</u>	Pitney Bowes Inc.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

PBI Equipment	PBI-branded equipment.
Performance Metrics	Performance Metrics are developed to measure a Contractor's activities and performance. Performance metrics should support a range of site specific requirements as developed by the State and the Contractor.
Products	Tangible goods or manufactured items as specified in this RFP.
QBR	Quarterly Business Review refers to meetings that will begin ninety (90) days after the contract is fully executed and will be held quarterly during the contract term, including all renewals. The meetings will discuss key performance reports, potential business opportunities, transition processes, and overall contract performance by all parties.
QPA	Quantity Purchase Agreement is an "open-end or term" agreement in which one or more vendors contract with the State to provide equipment, supplies, and/or services for a specific time period and at a specified price.
Services	All work to be performed as specified in this contract.
SLA	Service Level Agreement
State	The State of Indiana
Scope of Work (SOW)	A living document that may change throughout the term of this contract dependent on the needs of the State.
USPS	"The United States Postal Service.



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT F: ASA-14-26 DOCUMENTATION**

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

This exhibit in its entirety includes:

- Bid Solicitation
- Clarifications
- Indiana Economic Impact Form
- Contractor's Bid Response

**BID INFORMATION SHEET**  
**ASA-14-26**

Quantity Purchase Agreement for the various State Agencies for Mailing Equipment.

State of Indiana Bid Contact

John E. Helmer IV  
IT Strategic Sourcing Analyst  
Indiana Department of Administration  
JHelmer@idoa.IN.gov  
317-234-6443

*Please complete the following information and submit this bid information cover sheet with your bid for ammunition to the state.*

**CONTACT INFORMATION**

<b>Company Name</b>	
<b>Bidder ID#</b>	
<b>Contact Person</b>	
<b>Contact Email</b>	
<b>Contact Phone</b>	

**PREFERENCES CLAIMED IN YOUR COMPLETED BID PACKAGE**

<i>Pricing Preferences (you can only claim either IBP or ISBP, the IMP can be claimed in conjunction with the one being claimed)</i>	
<input type="checkbox"/>	Indiana Business Preference (IBP)
<input type="checkbox"/>	Indiana Manufacturing Preference (IMP)
<input type="checkbox"/>	Indiana Small Business Preference (ISBP)

**PROVIDE ALL ITEMS LISTED BELOW IN THE FOLLOWING FORMATS**

- **ONE ORIGINAL HARD COPY**
- **ONE ELECTRONIC COPY ON CD**

**CHECKLIST OF COMPLETED ITEMS SUBMITTED WITH YOUR PROPOSAL**

<input type="checkbox"/>	This Bid Information Sheet
<input type="checkbox"/>	Signed Bid Package (includes M/WBE form)
<input type="checkbox"/>	Completed Indiana Economic Impact Form
<input type="checkbox"/>	Bid List.xls

**TYPE OF AWARD:**

This is a request to establish a Quantity Purchase Agreement (QPA) for Mailing Equipment. It is the intent of the State to award a one (1) year contract with the option to renew by mutual agreement for three (3) additional years in one (1) year increments under the same terms and conditions. Renewals are subject to the approval of the Department of Administration and the State Budget Agency.

All questions for this bid are due by **December 13, 2013 at 3:00PM**. The State will post responses by **December 20, 2013**. Please use the Question and Answer Template located on the Solicitation Page.

Any questions regarding this bid should be emailed to [JHelmer@idoa.in.gov](mailto:JHelmer@idoa.in.gov).

**PAYMENTS:**

As required by IC 4-13-2-14.8:

Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State or submits invoices to the state for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credit.

**BUY INDIANA:**

ATTENTION - New requirements. Prior to award of this solicitation your business must register as a bidder at [www.buyindiana.in.gov](http://www.buyindiana.in.gov). Just click on "Register your Business to do business with the State" Please be sure to complete the Buy Indiana certification page. It is preferred that businesses register immediately so that delay of solicitation award would not occur. This registration is maintained by you and you may update your information at any time. It remains in the database and covers all solicitation responses you submit to any state agency. It is very important that it be kept current. If you do not have access to a computer, you may call 317-234-0234 for assistance with your registration.

**INDIANA ECONOMIC IMPACT:**

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form. The form asks for, among other information:

- A. The amount of the contract that is being allocated for payroll and benefits to Indiana residents
- B. The amount that is being awarded to Indiana subcontractors and suppliers
- C. The amount that is being subcontracted to Indiana certified minority and women owned businesses

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

**SUBMISSION REQUIREMENTS:**

Vendor must complete their bid in the attached Excel file and submit this file to the State. When submitting the Excel file with their bid prices, the vendor must send one (1) electronic copy on CD and one (1) hard copy.

**SHIPPING:**

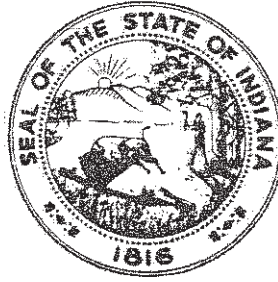
FOB Destination

**PRICING:**

Pricing on this solicitation must be firm and remain open for a period of not less than 180 days from the bid due date. Should additional pricing rounds be conducted, the State will not accept price responses for any line item that is higher than the bidder's prior offer. Any attempt to manipulate the format of the files, attach caveats to pricing, or submit pricing that deviates from the current format may put your bid at risk.

**PROVIDE ANY ADDITIONAL COMMENTS ABOUT YOUR BID HERE**

--



# STATE OF INDIANA

**ASA-14-26**

**INDIANA DEPARTMENT OF ADMINISTRATION**

*ON BEHALF OF*

**All State Agencies**

*SOLICITATION FOR:*

**Mailing Equipment**

*REVISED RESPONSE DUE DATE:*

**January 23, 2014 - 3:00 PM Eastern Time**

John E. Helmer IV, IT Strategic Sourcing Analyst

JHelmer@idoa.in.gov

317/234-6443

Indiana Department of Administration

Procurement Division

402 W. Washington St., Room W478

Indianapolis, Indiana 46204



STATE OF INDIANA  
 NEGOTIATED BID PACKAGE TO ESTABLISH A  
 QUANTITY PURCHASE AGREEMENT  
 FOR: Mailing Equipment, ASA-14-26

**IF YOU HAND-DELIVER SOLICITATION RESPONSES:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

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

**GENERAL INFORMATION:** A checklist is provided below to assist you. **Please note that these instructions may not contain all applicable requirements. Careful reading of this request is critical.** Failure to follow these instructions or those printed throughout this form may lead to the rejection of your bid. It is not necessary to return this page with your response.

- A. \_\_\_\_\_ In order to receive an award, you must be registered with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the Award, all bidders are strongly encouraged to register prior to submission of a bid. Bidders should go to <http://www.in.gov/idoa/2464.htm> and click on *Bidder Registration* to register.
- B. \_\_\_\_\_ All companies desiring to do business with the State must complete and return an *Indiana Economic Impact* form, which is included as part of this solicitation or may be located at <http://www.state.in.us/icpr/webfile/formsdiv/51778.pdf>. The collection and recognition of the information collected with the *Indiana Economic Impact* form places a strong emphasis on the economic impact a project will have on Indiana and its residents, regardless of where a business is located. The collection of this information does not restrict and company or firm from doing business with the State. Pursuant to IC 5-22-15-20.5, recently enacted legislation in HEA 1080 (2004) requires a bidder to provide the information identified in the *Indiana Economic Impact* form.
- C. \_\_\_\_\_ Type or print legibly in black ink all requested information, including prices and extensions, as well as the correct vendor information. Clearly detail in writing any deviation from or exception taken to the stated specifications.
- D. \_\_\_\_\_ **The State will only accept original signatures.** The bid may be rejected if it contains any alterations or erasures that are not initiated by the signer of the bid. The Non-Collusion Certification language is in the package. When you sign the Signature Page, you are agreeing to the general conditions, specifications, certifications and other documents of this package. Facsimile or electronic bids are not acceptable at this time. **However, you are required to submit a copy of your entire proposal to the State via CD-ROM along with an original hard copy by the due date and time listed above.**
- E. \_\_\_\_\_ **Do not add, delete or modify any contractual terms and conditions.** Terms of the award will be those listed in this package and the resulting purchase order only.
- F. \_\_\_\_\_ If you are not willing to accept a split award (partial order), your request must include the statement *Bidding All or None*. The State reserves the right to accept or reject any or all bids, or any part thereof, and to award the items separately, all to one bidder, or to make a multiple-award. ITEMS NOT BID – if a bidder does not desire to submit a bid for an item, you should indicate **NO BID** in the unit price column for that item.
- G. \_\_\_\_\_ The request must be received and clocked in by or prior to the due date and time indicated above. **Each bid must be returned in a separate envelope. The envelope must clearly indicate the following information:**
  - a. The notation *Negotiated Sealed Bid*
  - b. The *Solicitation Number*
  - c. The *Due Date and Time*
- H. \_\_\_\_\_ The completed envelope must be returned to:

Department of Administration, Procurement Division  
 402 West Washington Street  
 Room 478  
 Indianapolis, IN 46204  
 ATTENTION: BID ROOM

**CAUTION TO VENDORS ABOUT SHIPPING/MAILING:** UNITED STATES POSTAL EXPRESS AND CERTIFIED MAIL ARE BOTH DELIVERED TO THE CENTRAL GOVERNMENT CENTER MAILROOM AND NOT DIRECTLY TO THE PROCURMENT DIVISION DESIGNATED DEPARTMENT. IT IS THE RESPONSIBILITY OF THE BIDDER TO MAKE SURE THAT BID RESPONSES ARE RECEIVED BY THE PROCUREMENT DIVISION ON OR BEFORE THE DESIGNATED TIME AND DATE.

IN ORDER TO PROTECT THE INTEGRITY OF THE SEALED BID PROCESS, FAILURE TO PROPERLY IDENTIFY YOUR SEALED BID ACCORDING TO THE ABOVE INSTRUCTIONS MAY RESULT IN AN AUTOMATIC DISQUALIFICATION FROM CONSIDERATION.

All bids submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

## GENERAL INFORMATION RELATED TO NEGOTIATED BIDDING

Please review this section carefully as it provides information on Negotiated Bidding which differs in certain aspects from the usual Competitive Bidding process. The key differences and relevant points are outlined below. Please refer to IC 5-22-7.3 for the relevant code that governs this procurement

1. IC 5-22-7.3. This procurement is being conducted using Negotiated Bidding pursuant to IC 5-22-7.3 which became effective on July 1, 2006

2. Evaluation Criteria. This Negotiated Bid will be evaluated on the basis of the overall low price, meeting specifications.

3. Discussions with Bidders. Discussions may be conducted with bidders after receipt of the initial bid. These discussions may include discussions on price. If discussions are conducted they will involve all responsive bidders and will be conducted in writing. Equivalent information will be provided to all bidders with whom discussions are conducted. As a result of these discussions bidders may be asked to submit revised bids. Bidders may respond to this request by submitting their initial bid unchanged, however prices cannot be increased, they must remain the same or lower.

4. Bid Opening. Initial Bids will be opened on or after the Due Date and Time. The bid opening will not be public, and will be conducted by an employee of the purchasing agency in the presence of one (1) or more other employees of the purchasing agency. If discussions are conducted with bidders, and bidders submit revised bids, the procedure for opening of these revised bids will be similar.

5. Bid Register. A bid register will be prepared containing relevant bid information, and will be made public no less than 7 days before the successful bidder is notified of award of contract, pursuant to Section 9 of IC 5-22-7.3

## TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor. (If discussions are held with bidders, the Awarded Price will be the price contained in the final revised bid submitted by the winning bidder(s))
3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals for the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

## ePROCUREMENT GUIDELINES

1. Register as a valid bidder for the State of Indiana (SOI)
2. Basic commitment and level of effort in supporting:
  - Attend supplier summit meeting to identify State of Indiana catalog requirements
  - Catalog development (Internal Catalogs)
    - a. Include only items identified on QPA contract
    - b. Include only established prices identified on QPA contract
  - Catalog development (PunchOut) if vendor supports cXML standards
  - Supports the specific data elements outlined by the SOI
    - a. MBE/WBE
    - b. Recycled Content
    - c. US Manufacture
    - d. Alternative Fuel Vehicle
    - e. Case Pack
    - f. Action
    - g. Effective Date (of the item)
    - h. Supplier's Name
    - i. Supplier's ID #
    - j. Product Description (Short)
    - k. Product Description (Long)
    - l. Supplier Part #
    - m. Supplier Part # Extension
    - n. UOM
    - o. List Unit Price
    - p. Minimum Quantity
    - q. Effective Date (of the price)
    - r. Manufacturer Name
    - s. Manufacturer Part #
    - t. UNSPSC Segment Description
    - u. UNSPSC Family Description
    - v. UNSPSC Class Description
    - w. UNSPSC Commodity Description
    - x. UNSPSC Code
    - y. ETA (Lead Time)
    - z. Currency Code
    - aa. Expiration Date
    - bb. Image FileName or URL
    - cc. Type of Image
  - Catalog maintenance and transaction capabilities
3. Adhere to UN/SPSC mapping requirements. UN/SPSC information can be found at the following website. <http://www.unspsc.org>
4. Adhere to UN or ANSI X.12 standard UOM's. UOM information can be found at the following website. <http://www.unece.org/cefact/index.htm>



## CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found in the vendor's handbook at <http://www.in.gov/idoa/files/VEN-Handbook08012011.doc>, beginning on page 15.

Each bidder must answer the following questions pertaining to purchasing preferences. *No preference will be applied unless these questions have been answered and any required attachments included.*

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below)

Yes \_\_\_\_\_ No \_\_\_\_\_

Vendor must provide information at the individual line level in regards to this preference. If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

---

---

2. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Indicate under which provision you are claiming to qualify as an Indiana business. For 1, 2, and 3, fully complete the *Indiana Economic Impact Form* (State Form # 51778), and include it with your bid/proposal. If you are claiming this preference based 4 or 5, please submit the documentation as requested under each category.

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

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

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

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR), qualifies as an Indiana business under category 5. To verify that your company qualifies, you can e-mail [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov). Please submit the response received from that e-mail for verification purposes.

- \_\_\_\_\_ (5) A business that has a substantial positive economic impact on Indiana

There are the following price preferences for supplies purchased from an Indiana business:

- (1) Five percent (5%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);  
(2) Three percent (3%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000), but less than one million dollars (\$1,000,000);  
(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

3. Are you claiming the Indiana Manufactured Preference?

Yes \_\_\_\_\_ No \_\_\_\_\_

If an Indiana business offers to provide supplies manufactured, assembled, or produced in Indiana, and if two (2) or more bids submitted were the same, the following price preference is available to the Indiana business, **in addition to** the price preference available under supplies purchased from an Indiana Business:

- (1) Three percent (3%) for a purchase expected by the state agency to be less than five hundred thousand dollars (\$500,000);  
(2) Two percent (2%) for a purchase expected by the state agency to be at least five hundred thousand dollars (\$500,000) but less than one million dollars (\$1,000,000);  
(3) One percent (1%) for a purchase expected by the state agency to be at least one million dollars (\$1,000,000)

Indiana manufactured is defined as a substantial amount of manufacturing, assembly or production occurring in the State of Indiana. To be eligible to claim the Indiana Manufactured Preference, necessary documentation confirming the supplies meet



Indiana manufactured must be provided for review by the state.

4. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)?

Yes \_\_\_\_\_ No \_\_\_\_\_

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the following categories:

- \_\_\_\_\_ (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year
- \_\_\_\_\_ (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons
- \_\_\_\_\_ (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less
- \_\_\_\_\_ (4) A manufacturing business which employs no more than 100 persons
- \_\_\_\_\_ (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000
- \_\_\_\_\_ (6) A business that has a current verification as a veteran owned small business as defined by IC 5-22-14-3.5(a)(1-3).

5. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16)?

Yes \_\_\_\_\_ No \_\_\_\_\_

To be eligible to claim the recycled products preference, qualifying products must contain at least 20% recycled materials (30% post-consumer for white copy-paper). Bidders *must* provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed.

6. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)?

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)?

Yes \_\_\_\_\_ No \_\_\_\_\_

8. Are you claiming the preference for Indiana farm products (IC 5-22-15-23.5)?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)?

Yes \_\_\_\_\_ No \_\_\_\_\_

## MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

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

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

### Prime Contractors must ensure that the proposed M/WBE subcontractors meet the following criteria:

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

### Minority & Women's Business Enterprises RFP Subcontractor Letter of Commitment

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

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or [mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov).

# STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

**BID#:** ASA 14-26 Mailing Equipment

**DUE DATE:** January 23, 2014

**TOTAL BID AMOUNT:**

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm		
Company Name:	Contact Person:	
Address:	E-mail:	
Sub-Contract Amount:	Telephone Number: (    )	Fax Number: (    )
Sub-Contract Percentage of Total Bid:	Describe service/product to be provided:	
Provide approximate dates when Sub-Contractor will perform on this project:		

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

Please check if additional forms are attached.  
Page \_\_\_\_\_ of \_\_\_\_\_

**IF PARTICIPATION EXISTS THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT**

## DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

**The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:**

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

## SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana  
Corporation Section  
302 W. Washington St. Rom E018  
Indianapolis, IN 46204  
(317) 232-6576

## EXTEND PRICING TO OTHER GOVERNMENTAL BODIES

1. Will you extend your prices of awarded products or services to other governmental bodies?
  - a. Other governmental body means an agency, board, branch bureau, commission, council, department, institution, office or establishment of (a) the judicial branch, (b) the legislative branch, (c) a political subdivision, which includes towns, cities, school corporations and local governments, (d) a state educational institution.
  - b. The State DOES NOT accept any responsibility for purchase orders issued by other governmental bodies.
  - c. All other governmental bodies must be willing to accept bid items as described in the specifications without any changes once the bid is awarded.

Yes \_\_\_\_\_ No \_\_\_\_\_

## OneIndiana DESCRIPTION AND REQUIREMENTS

In 2005, Governor Daniels launched the Operating with New Efficiency (ONE) Indiana initiative to benefit the State's overall budget. The practices and principles established under *OneIndiana* continue to be used in solicitations to establish State QPA contracts. In 2008, Governor Daniels *OneIndiana* initiative was expanded to reach other governmental bodies throughout the State of Indiana. *OneIndiana.net* is a secure and credentials based website for all State QPA products and services. Hundreds of governmental bodies have the ability to log onto *OneIndiana.net* to see what products and services are available to them through QPA's. **If you answered "yes" to extending prices to Other Governmental Bodies, please complete the following questions. In order for your awarded products and services to be included in *OneIndiana.net*, IDOA requires a yes response to the questions 1-4.**

1. Do you agree to provide the following data fields, in the described format, of awarded products or services to the Department of Administration? An excel spreadsheet template will be provided to you for completion by the Department of Administration upon contract award.

Yes \_\_\_\_\_ No \_\_\_\_\_

<i>Product Category-</i>	This is a <b>required</b> field. The system uses product categories for indexing the catalogs which provides for easier searching for end users.
<i>Item Number-</i>	This is a <b>required</b> field. A SKU or unique internal ID is required for all products. This is not the Manufacturer Part Number or Universal Product Code. This is your internal product code. If you don't have a unique internal SKU system, create an ordered list, giving each product a number: 1, 2, 3, 4, etc. The system will use this item number throughout the system including for ordering, on Purchase Orders, and in reporting.
<i>Unit of Measure-</i>	This is a <b>required field and must reflect the state approved Units of Measure</b> . Examples include: Each (EA), Dozen (DZ), and Carton (CT).
<i>Short Description-</i>	This is a <b>required</b> field. A short, simple description of your product. Include the most relevant keywords that describe your product. The short description is what users will see in search results.
<i>Long Description-</i>	This is a <b>required field</b> . Use this field to provide detailed information regarding your product and its features. Users will see the long description when they click on an individual item to pull up an item detail page.
<i>Keywords-</i>	This is a <b>required field</b> . Use this field to list all relevant words and phrases a user might enter when searching for your product. Separate keywords and phrases in this field by a comma. **The system uses an algorithm to return our search results using a combination of Short Description, Long Description, and Keywords. It is very important to provide as complete of information as possible in each of these fields to ensure accurate placement of your products in our search results.
<i>Sales Rank-</i>	Use this field if you want to list the ranking of you products in order of most sales. When searching, users have the option of sorting by Sales Rank to view the most purchased/popular items a vendor offers.
<i>Weight (lbs.)-</i>	Enter the shipping weight of your product in this field.
<i>Manufacturer Name-</i>	This is a <b>required</b> field. Enter the name of the manufacturer or brand of your product in this field. If you personally manufacture the item, enter your company name.
<i>Manufacturer PN-</i>	This is a <b>required</b> field. Please be sure you are entering the correct manufacturer part number. It is important not to add or delete characters from the actual manufacturer part number.
<i>Manufacturer Desc.-</i>	If you want to provide additional information about the manufacturer of the product, enter that information in this field.
<i>Is Assembly Required-</i>	If assembly is required, enter TRUE in the field. If no assembly required, enter FALSE. This will be indicated to the user throughout the system.
<i>Contains Recycled-</i>	More and more consumers want to be aware if products contain recycled material. Enter TRUE if your product does contain recycled material. Enter FALSE if it does not. This is a <b>required field</b> .
<i>Is UPSable-</i>	Enter TRUE if your product qualifies for standard shipping. If special shipping is required, enter FALSE.
<i>Is Value Pack-</i>	Some industries have the same item available in to purchase in an each quantity as well as larger "value pack" quantities such as by dozen, case, etc. Enter TRUE in this field if you want to indicate it is a value pack.
<i>Is Green-</i>	An item is considered Green based on criteria including: Contains Recycled Content, Helps to Recycle, Energy Saver, Renewable Source/ Rechargeable, Biodegradable/Compostable, Non-toxic, "Greener" Alternative/ Reusable, Low VOC's, etc., and other Green criteria.
<i>UPC Code-</i>	This is a <b>required</b> field (if UPC is available for the product). Universal Product Codes are either 10 or 12



digits long. Please make sure you enter the correct UPC code and do not add or delete any digits.

- MSDS URL-* If your product has a MSDS sheet associated with it, provide the URL for the image of the MSDS sheet here. Be sure to include <https://> in the link. Users will be able to pull up the MSDS sheet from the Item Detail page in the system.
- UNSPSC-* This is a **required field**. Provide the UN Standard Product Service Code in this field. This classification code may be used by the client for reporting purposes.
- Small Image URL-* This is a **required field**. This is the URL of for the small image of the product you are selling. The small image will appear in search results and should be approximately 100h x 100w. **Be sure to include <https://> in the link**. The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
- Medium Image URL-* This **field is strongly recommended**. This is the URL of for the medium image of the product you are selling. The medium image will appear in the individual item detail page and should be approximately 240h x 240w. **Be sure to include <https://> in the link**. The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
- Large Image URL-* This **field is strongly recommended**. This is the URL of for the large image of the product you are selling. The large image will appear when the user clicks on the "view larger image" link on the individual item detail page and should be approximately 400h x 400w. **Be sure to include <https://> in the link**. The system operates under SSL security settings. When providing image URL's, please provide secure URL's whenever possible.
- Attribute Name/Value-* You may create up to 3 attributes for your product. An example of an attribute name may be "Size" and its value may be "Large". **Required** Attributes are:
- | Attribute Name             | Value Syntax                                    |
|----------------------------|---|
| <i>QPA Number</i>          | The assigned number of the QPA                  |
| <i>QPA Expiration Date</i> | On what date the QPA Expire - DD/MM/YYYY format |
- Status-* A product can either be ACTIVE or DISCONTINUED. An item is considered to be ACTIVE unless you specify DISCONTINUED in this field. An item with a DISCONTINUED value in this field will not be accessible to end users in the system
- Price-* This is a **required field**. This is your net selling price of the product to the customer. If the price is not marked up, use 0.00 for the price.
- Price Effective Date-* Enter the date that the net price you listed for the product becomes effective. Pricing in the system will change accordingly on the date you list in this field.
- Is Contract Item-* This is a **required field**. Enter TRUE in this field if the specific product is part of contract that you have with the customer. Example: An MRO supply vendor may have a catalog of 5,000 items, of which the customer has negotiated a "market basket" of 100 items that are on contract with fixed pricing for a specific period of time. In this case the MRO vendor would enter TRUE in this field for the 100 market basket items. In other cases, the entire catalog may be on contract. As such, you would enter TRUE for all items listed in the catalog. These Market Basket Items will be visible in the catalog, marked with an icon.
- List Price-* Use this field to enter the Manufacturers Suggested Retail Price (MSRP) or "List Price"

2. Do you agree to provide the product information described in question 1 within 10 business days of receiving the excel spreadsheet template from the Department of Administration?

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please provide an alternate timeline for product information submission. \_\_\_\_\_

3. Do you agree to provide updates of awarded products or services in the excel spreadsheet template format on a mutually agreed upon frequency based on volatility of product additions, deletions and changes and price changes?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Do you agree to provide your company logo in a 100 X 100 pixel jpeg file format within 10 business days of receiving notification of award?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Are you able to transmit data regarding your products, services and pricing via an automatic cXML upload process? This process would be in lieu of the manual upload process described in questions 1 through 3. A detailed specification document will be provided to you by the Department of Administration upon contract award.

Yes \_\_\_\_\_ No \_\_\_\_\_

## EMERGENCY INFORMATION

In the event of an emergency or disaster, the State of Indiana is requesting that your company be a pre-qualified supplier of the goods and/or services requested in this solicitation if awarded. Respondents are advised that the goods and/or services contracted for as a result of this contract/solicitation may be called upon by the State of Indiana or other governmental entities at times of emergencies or disasters. Indicate below if you agree to honor the terms and conditions (with the exception of shipping and delivery locations) of the resulting contract. Shipping and delivery arrangements will be coordinated directly with the stricken entity.

Indicate your agreement to provide the items and/or services specified in this contract/solicitation to the State of Indiana and other governmental agencies in the event of an emergency or disaster.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list a contact name, phone and e-mail address of the person who would be on-call 24/7 in the event of an emergency/disaster.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## COMPLIANCE CERTIFICATION

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

## ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/commission.html>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

## PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. *Awarded Prices: Prices listed for each item are firm and cannot be changed.*

## F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

## OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

## CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

### EMPLOYMENT ELIGIBILITY VERIFICATION

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.
2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

### NO INVESTMENT IN IRAN

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

### EXCEPTIONS

PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER. (If additional space is needed, please attached a separate sheet)

### ADDITIONAL TERMS AND CONDITIONS

1. Term: The term of this agreement shall be for that period shown on the Quantity Purchase Agreement..
2. Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:
  - A. Gives the Contractor a prompt written notice of any claim; and
  - B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.
3. Obligation: Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.
4. Default:
  - A. If the Using Agency, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, then the Contractor may cancel and terminate this Agreement and collect all monies due up to and including the date of termination.
  - B. If the Contractor, after sixty (60) days written notice, fails to correct or cure any breach of this agreement, the Using Agency may cancel and terminate this Agreement and thereafter owe no further monies for equipment usage beyond the termination date.
5. Assignment: The Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.
6. Alterations and Attachments: An alteration or attachment to equipment may be made only upon approval by the Contractor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Contractor, or upon notice from Contractor that the alteration or attachment creates a safety hazard or renders maintenance of the equipment impractical.
7. Authority to Bind Contractor: Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Lessor/Contractor designated in the solicitation package and has obtained all necessary or applicable approval from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto and accepted by the State of Indiana.
8. Independent Contractor: Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.
9. Penalties/Interest/Attorney's Fees: The State will in good faith perform its required obligations hereunder but does not agree to pay any penalties, interest, liquidated damages, or attorney's fees except as expressly required by Indiana Law including, but not limited to, IC 5-17-5, IC 34-54-8, IC 34-13-1.
10. Waiver of Rights: No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such rights.
11. Hold Harmless/Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall not provide such indemnification to the Contractor.
12. General: This contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by a written agreement signed by all authorized and required parties. The terms, conditions, and specifications of the original solicitation, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they have been fully set out herein.
13. Open Competition: The specifications contained herein are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the Indiana Department of Administration and the Using Agency. All offerors bidding alternate products are requested to submit detailed specifications with their quote/bid.
14. Insurance: If this agreement provides for work to be performed by the Contractor on property owned or controlled by the State of Indiana, or on property of others named herein, Contractor shall be responsible for providing all necessary unemployment and workers'



compensation insurance for the Contractor's employees.

If required by contract, the Contractor shall furnish to the Indiana Department of Administration Procurement Division, upon request, a written certificate obtained from an approved insurance company or proper governmental authority establishing that said insurance of employees has been procured and that premiums therefore have been paid and specifying the name of the insurer and the policy number and expiration dates.

15. Work Standards: The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request the replacement of any or all such individuals.
16. Contract Confidentiality of State Information: The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this contract will not be disclosed to others or discussed with other parties without the prior written consent of the State.
17. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition: The/Contractor further agrees that all information, data, findings, recommendations, proposals, etc., by whatever name described and by whatever form therein secured, developed, written, or produced by the /Contractor in furtherance of this Contract, shall be the property of the State and that the Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right in the Contractor to copyright or patent such information, data, findings, recommendations, proposals, etc.
18. Ownership of Documents and Materials: All documents, records, programs, data, film, tape, articles, memos, and other materials developed under this contract will be the property of the State of Indiana. Use of these materials other than related to contract performance by the Contractor without prior written consent of the State is prohibited. During the performance of the services specified, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while they are in the possession of the /Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.
19. Progress Reports: The Contractor will submit a progress report to the State upon request. The report will be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress report shall serve the purpose of assuring the State that work is progressing in line with the schedule and the completion can be reasonably assured on the scheduled date.
20. Access to Records: The Contractor and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of the State Government and copies thereof shall be furnished at no cost to the State if requested.
21. Substantial Performance: This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
22. Conflict of Interest:
  - A. As used in this section:
    - "Immediate family" means the spouse and the unemancipated children of an individual.
    - "Interested party" means:
      1. The individual executing this Contract;
      2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
      3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
  - "Department" means the Indiana Department of Administration.
  - "Commission" means the State Ethics Commission.
  - B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
  - C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
  - D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.
23. Renewal Option: This agreement may be renewed upon the same terms and conditions contained herein. Such renewal is subject to the approval of the Commissioner of the Indiana Department of Administration and the State Budget Director (except Quantity Purchase Agreements) and compliance with IC 5-22-17-4. The total term of this contract, including all renewals, shall not exceed four (4) years.

#### NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.



**SIGNATURE**

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER \_\_\_\_\_ FEDERAL ID NUMBER \_\_\_\_\_ (Please circle to indicate if your  
FIN is a TIN or SSN)

ORDERING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

REMITTANCE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc) \_\_\_\_\_

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

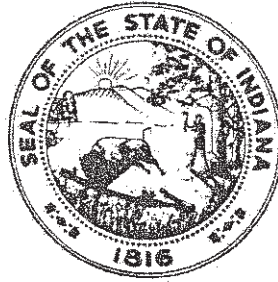
I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

**IF YOU HAND-DELIVER SOLICITATION RESPONSES:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St.(the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

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



# STATE OF INDIANA

## Addendum 1

ASA-14-26

INDIANA DEPARTMENT OF ADMINISTRATION

*ON BEHALF OF*

All State Agencies

*SOLICITATION FOR:*

Mailing Equipment

*RESPONSE DUE DATE:*

January 09, 2014 - 3:00 PM Eastern Time

## Bid Package Addendum

### INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

This section is to be removed. That section is in contradiction with number 4 "Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)?" under Claiming Purchasing Preferences.

### INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3 % for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idea/2862.htm>). If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in "TOTAL BID AMOUNT" should match the amount entered in the Attachment D, Cost Proposal Template.

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

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

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy-Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification — MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other IVBE qualified firms. Qualified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory: <http://www.in.gov/idea/2352.htm>
- Must be used to provide the goods or services specific to the contract

#### **Indiana Veteran's Business Enterprises RFP Subcontractor Letter of Commitment**

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. The signed letter(s) and the IVBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, subcontract amount as a percentage of the "TOTAL BID AMOUNT", a description of products and/or services to be provided on this project, approximate date the subcontractor will perform work on this contract and (enter a way of stating/showing their principal place of business is in Indiana). The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the "TOTAL BID AMOUNT" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: [indianaveteranspreference@idea.in.gov](mailto:indianaveteranspreference@idea.in.gov).

STATE OF INDIANA IVBE SUBCONTRACTOR COMMITMENT FORM

BID#: ASA 14-26 Mailing Equipment

DUE DATE: January 09, 2014

TOTAL BID AMOUNT:

<u>Company Name:</u>	<u>Contact Person:</u>	
<u>Address:</u>	<u>E-mail:</u>	
<u>Sub-Contract Amount:</u>  <u>Sub-Contract Percentage of Total Bid:</u>	<u>Telephone Number:</u> ( )	<u>Fax Number:</u> ( )
	<u>Describe service/product to be provided:</u>	
<u>Provide approximate dates when Sub-Contractor will perform on this project:</u>		

<u>Company Name:</u>	<u>Contact Person:</u>	
<u>Address:</u>	<u>E-mail:</u>	
<u>Sub-Contract Amount:</u>  <u>Sub-Contract Percentage of Total Bid:</u>	<u>Telephone Number:</u> ( )	<u>Fax Number:</u> ( )
	<u>Describe service/product to be provided:</u>	
<u>Provide approximate dates when Sub-Contractor will perform on this project:</u>		

<u>Respondent Firm</u>	<u>Telephone Number</u>
<u>Address</u>	<u>Fax Number</u>
<u>City/State/Zip Code</u>	<u>Email Address</u>
<u>Representative</u>	<u>Authorizing Signature</u>
<u>Date</u>	<u>Printed Name and Title</u>

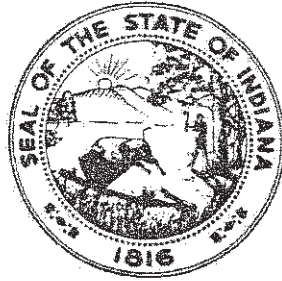
Please check if additional forms are attached.

Page \_\_\_\_\_ of \_\_\_\_\_

IF PARTICIPATION EXISTS THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT

The open date remains the same.





# STATE OF INDIANA

Addendum 2

ASA-14-26

INDIANA DEPARTMENT OF ADMINISTRATION

*ON BEHALF OF*

All State Agencies

*SOLICITATION FOR:*

Mailing Equipment

*RESPONSE DUE DATE:*

January 09, 2014 - 3:00 PM Eastern Time

**Bid List Document**

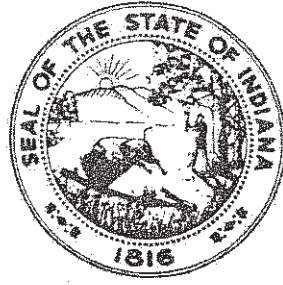
**Minimum Requirements Tab**

5	The State requires that each Bidder provide equipment meeting the product specifications requested, and are in good working condition. The State requires that each Bidder provide only new, unused products, unless otherwise agreed to by the State.
---	--

**Product Group Specifications Tab**

#	<b><u>Section 1 – Group A</u></b>
1	Must be a <u>good working condition</u> new-digital unit with a minimum speed of 18 pieces/minute
#	<b><u>Section 2 – Group B</u></b>
1	Must be a <u>good working condition</u> new-digital unit with a minimum speed of 30 pieces/minute
#	<b><u>Section 3 – Group C</u></b>
1	Must be a <u>good working condition</u> new-digital unit with a minimum speed of 65 pieces/minute
#	<b><u>Section 4 – Group D</u></b>
1	Must be a <u>good working condition</u> new-unit with a minimum speed of 95 pieces/minute
#	<b><u>Section 5 – Group E</u></b>
1	Must be a <u>good working condition</u> new-digital unit with a minimum speed of 230 pieces/minute
4	Must handle standard mail envelopes from 3 <sup>1</sup> / <sub>2</sub> ” x 5” to 13” x 13” and up to 3/4” thick

**The open date remains the same.**



# STATE OF INDIANA

Addendum 3

ASA-14-26

INDIANA DEPARTMENT OF ADMINISTRATION

*ON BEHALF OF*

All State Agencies

*SOLICITATION FOR:*

Mailing Equipment

*REVISED RESPONSE DUE DATE:*

January 23, 2014 - 3:00 PM Eastern Time

**Open Date**

Due to the late changes in this solicitation, the open date has been extended to **January 23, 2014**.

The State has updated the bid document and **new** mailing equipment and meters are mandatory for all line items. The State will not accept used or refurbished equipment.

**Bid List Document**

**Minimum Requirements Tab**

5	The State requires that each Bidder provide only <u>new, unused products</u> . The State requires that each Bidder provide equipment meeting the product specifications requested, and are in good working condition.
---	---

**Product Group Specifications Tab**

#	<b><u>Section 1 – Group A</u></b>
1	Must be a good working condition <u>new</u> digital unit with a minimum speed of 18 pieces/minute
#	<b><u>Section 2 – Group B</u></b>
1	Must be a good working condition <u>new</u> digital unit with a minimum speed of 30 pieces/minute
#	<b><u>Section 3 – Group C</u></b>
1	Must be a good working condition <u>new</u> digital unit with a minimum speed of 65 pieces/minute
#	<b><u>Section 4 – Group D</u></b>
1	Must be a good working condition <u>new</u> unit with a minimum speed of 95 pieces/minute
#	<b><u>Section 5 – Group E</u></b>
1	Must be a good working condition <u>new</u> digital unit with a minimum speed of 230 pieces/minute

**Response to Written Questions Attachment**

**Questions Number 29:**

**Original Question:**

Postage meters are either rented or leased and ownership does not transfer to the purchasing entity. The Contractor is required under USPS regulations to ensure the postage meter is in proper working order throughout the original and renewal, lease periods. Therefore we request that the requirement for equipment to be new does not pertain to the postage meter. Is this acceptable with the State?

**Original Answer:**

Yes. The postage meters do not have to be of new condition as long as they meet the product specifications requested, are in good working condition, and the Respondent is willing to service the meters as needed.

**Revised Answer:**

No. The postage meters are required to be new and unused.

**Questions Number 30:**

Original Question:

The State has requested Contractors to be able to provide loaner equipment, when available under the RFP. We request that the requirement for equipment to be new does not pertain to the loaner equipment. Is this acceptable with the State?

Original Answer:

Yes. The postage meters do not have to be of new condition as long as they meet the product specifications requested, are in good working condition, and the Respondent is willing to service the meters as needed.

Revised Answer:

No. The loaner equipment is required to be new and unused.



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT G: Contractor's General Terms (Purchase, Service Agreement, Meter Rental)**

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

These General Terms apply to any transaction you enter into with Pitney Bowes. Other provisions in the Pitney Bowes Terms may also apply, depending on your transaction. Please read these provisions carefully as they constitute part of your agreement with Pitney

**PITNEY BOWES GENERAL TERMS**

**G1. DEFINITIONS**

The following terms mean:

**"Agreement"** - the Order, the State of Indiana Contract ASA-14-26/QPA#13142 ("State Contract") and any terms referred to in or attached to the Order.

**"Bank"** - The Pitney Bowes Bank, Inc.

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

**"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.

**"Normal Working Hours"** - 7 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.

**"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 on the Order.

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

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

**"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.

**G3. LIMITATION OF LIABILITY**

**G3.1** PBI'S TOTAL LIABILITY (INCLUDING ANY LIABILITY OF ITS SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES.

**G3.2** NEITHER PBI NOR ITS SUPPLIERS IS LIABLE FOR ANY DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT, OR YOUR NEGLIGENT ACTS OR OMISSIONS.

**G3.3** NEITHER PBI (INCLUDING ITS SUPPLIERS) NOR YOU WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA, OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

**G4. DEFAULT AND REMEDIES**

**G4.1** **Default and Remedies.** In the event that you do not make any payment within three days after the due date, you breach any other obligation under this Agreement or under any other agreement with PBI or PBGFS and such breach continues for

thirty days after we give you notice or you become insolvent or file for bankruptcy, you shall be in default and we may:

- (a) cancel this Agreement and any other agreements PBGFS or PBI has with you;
- (b) require immediate payment of all payments due under a Lease(s) or other agreements, whether accrued or due in the future;
- (c) disable the Meter;
- (d) require you to return the Equipment, Meter and software;
- (e) if you do not return the Equipment, require you to make immediate payment of an amount equal to the value of the Equipment at such time, as determined by us;
- (f) charge you a late charge for each month that your payment is late;
- (g) charge you interest on any late payment from its due date until paid in full at the lesser of 18% per year or the maximum rate allowed by law;
- (h) charge you a check return fee for payments made by you with insufficient funds; and
- (i) pursue any other remedy, including repossessing the Equipment without notice to you. By repossessing the Equipment or Meter, we are not waiving our right to collect the balance due.

**G4.2** **Enforcing Our Rights.** You agree to pay all our costs, including attorneys' fees, in enforcing our rights under this Agreement.

**G4.3** **Suspension of Services.** PBI may suspend any services during any period in which your account is more than thirty (30) days past due.

**G5. TAXES**

Notwithstanding State Contract Section 43 "Taxes", you agree to pay Pitney Bowes for all sales, use, property or similar taxes (other than taxes on or measured by net income) unless a valid tax exemption certificate is provided to us related to the Lease and/or rental agreement and related payments or services, the Equipment, Equipment location, Meter and Meter location. Pitney Bowes will determine the amount of such taxes to be charged to you based on its reasonable valuation of the Equipment or of the Meter, taking into consideration applicable tax rates and depreciation

**G6. EMBEDDED SOFTWARE**

Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that accompany such third party software.

## G7. INTERNET ACCESS POINT

The internet connectivity for the Equipment or Meter may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.

## G8. MISCELLANEOUS

- G8.1 Use of Equipment. You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- G8.2 Force Majeure. We are not responsible for any delay or failure to perform resulting from causes beyond our control.
- G8.3 Assignment. You may not assign this Agreement without our prior written consent, which shall not be unreasonably withheld. Any assignment without our consent is void.
- G8.4 No Right to Setoff. Payments are not subject to setoff or reduction.

- G8.5 Legal Action. ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF THIS AGREEMENT.
- G8.6 Merger, Amendment, Severability. This Agreement incorporates all of the terms agreed by both parties and can only be changed by written agreement. You may use a purchase order to offer to obtain Equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If one or more provisions of this Agreement are deemed to be invalid or unenforceable, the remaining provisions will not be affected.
- G8.7 Survival. Our respective rights and obligations under Section G3 (Limitation of Liability), G4 (Default and Remedies) and G5 (Taxes) survive termination of this Agreement.
- G8.8 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana without regard to its conflicts of laws principles.

## SERVICE AGREEMENT

The following provisions describe the service option that PBI offers on Covered Equipment. The option will be listed on the Order. A separate Software License and Maintenance Agreement will cover software maintenance and will be attached to the Order or presented at the time of installation if you are acquiring software. A separate maintenance agreement will cover maintenance on Usage-based Equipment and will be attached to the Order if you are acquiring Usage-based Equipment.

## S1. SERVICE OPTION

The following describes the service option offered by PBI for the Covered Equipment.

### S1.1 Standard Service

- (a) General. 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.
- 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.
  - Unless PBI instructs you otherwise, within five (5) days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI.
  - You are responsible for Covered Equipment until PBI receives it.
- (c) Repair Service.
- If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service.
  - Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies.
  - PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available.
  - If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You 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.

## S2. SERVICE FEES

- S2.1 You will pay the Service fees for the Initial Service Term and any Renewal Service Term(s).
- S2.2 We may, after the Initial Service Term, increase Service fees which will be reflected on your invoice.
- 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 and for any required parts.
- 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 AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE (1) YEAR TERMS (EACH, A "RENEWAL SERVICE TERM"), UNLESS:
- YOU TERMINATE SERVICE UNDER SECTION S3.3; OR
  - THE LEASE EXPIRES OR IS TERMINATED (IN WHICH CASE, THE SERVICE TERM WILL TERMINATE ON THE SAME DAY AS THE LEASE); OR
  - THE RENEWAL IS PROHIBITED BY APPLICABLE LAW.
- S3.3 Ending Your Service.

- (a) If you do not wish to renew Service, you must deliver a written notice (the "Termination Notice") at least sixty (60) days prior to the renewal of the term to us at 2225 America Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number or CAN and lease number (if applicable).
- (b) PBI reserves the right not to renew your Service Agreement for any reason.
- S3.4 Service Changes.
- PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material.
  - After receiving a Service Change Notice, if the change is material, you may terminate Service as described in Section S3.3 above.

## 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:

- 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 automatically 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

qualifying attachment or unit and adjust your rate accordingly.

- (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.

## 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.
- (b) After the Initial Term, we may increase the rental fees upon 30 days' prior written notice.
- (c) When you receive notice of an increase, you may terminate your rental only as of the date the increase becomes effective.

#### 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) After the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice.
- (c) If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power<sup>®</sup>), 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 (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- (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<sup>®</sup> 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 up to 6 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<sup>™</sup> 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.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our clients' postage usage with third parties.

#### 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<sup>®</sup> e-Return Receipt and USPS<sup>®</sup> 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.

## PURCHASE POWER® TERMS AND CONDITIONS

The following provisions apply to the Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within thirty (30) days of the date of this Agreement.

P1.1 **General.** (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes.

P1.2 **Account Charges.** (a) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks.

P1.3 **Billing, Payments, and Collection.** (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank may deliver any statement electronically to the email address that is then on file for you. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

P1.4 **Deferred Payment Terms.** (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. (iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of

March 31, 2013, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) The Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

P1.5 **Account Cancellation and Suspension.** (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.

P1.6 **Amendments: Electronic Delivery; Termination.** (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.

P1.7 **Governing Law.** The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

P1.8 **USA PATRIOT Act.** (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

## PBSMARTPOSTAGE TERMS AND CONDITIONS

If you have ordered pbSmartPostage™, your use of that product will be subject to the Terms of Use which are available at [www.pbsmartpostage.com/terms](http://www.pbsmartpostage.com/terms) and which are incorporated by reference.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT H: Lease Cover Form: Term Rental Agreement**

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

**State of Indiana Agencies, Departments and Facilities:**

A purchase order must be issued referencing that this order is pursuant to the terms and conditions of the State of Indiana Contract number ASA14-26 and its Exhibit H the Term Rental Agreement. Please review the information shown on the Exhibit H cover form provided by the Contractor's representative and include it with your purchase order. Your signature is not required on the Contractor's Exhibit H form. The appropriate Exhibit J IRS 8038G/GC tax form must be completed by the State, signed by an authorized signatory and submitted to the Contractor's representative.

**Eligible local governments and non-State of Indiana entities:**

When a purchase order is issued referencing that this order is pursuant to the terms and conditions of the State of Indiana Contract number ASA14-26 and its Exhibit H the Term Rental Agreement. Please review the information shown on the Exhibit H cover form provided by the Contractor's representative and include it with your purchase order. Your signature is not required on the Contractor's form. The appropriate Exhibit J IRS 8038G/GC tax form must be completed and signed by an authorized signatory and submitted to the Contractor's representative.

In the event a Purchase order is not issued referencing that this order is pursuant to the terms and conditions of the State of Indiana Contract number ASA14-26 and its Exhibit H the Term Rental Agreement. The purchasing entity must review the information shown on the Exhibit H cover form provided by the Contractor's representative. The Contractor's form and the appropriate Exhibit J, IRS 8038G/GC tax form must be signed by an authorized signatory and submitted with the order.

Space Intentionally left blank, see following pages





**L1. DEFINITIONS**

Capitalized terms that are not defined in this document are defined in State of Indiana Contract ASA 14-26/QPA 13142 ("State Contract"), Exhibit G, the Pitney Bowes General 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 Subject to the termination provisions within the Master Service Agreement in Section(s) 21, 44, and 45, **you may not cancel this Lease for any other 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 month for all payments on the Order (each, a "Monthly Payment"), except as provided in any statement of work attached to the Order. You will make each Monthly Payment by the due date shown on our invoice.
- 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 charges.
- L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Monthly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Monthly Payment will increase if your PBI Payments increase.
- L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

**L4. EQUIPMENT OWNERSHIP**

- L4.1 PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section L10.

**L5. TERM**

- L5.1 This Agreement shall commence on the date of acceptance and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section L10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

**L6. SURRENDER OF EQUIPMENT**

- L6.1 If you default, or terminate this Agreement by non-appropriation under Section L10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

**L7. WARRANTY AND LIMITATION OF LIABILITY**

- L7.1 PBI PROVIDES YOU WITH THE WARRANTY AS PROVIDED IN THE STATE CONTRACT AND FURTHER CLARIFIED IN EXHIBIT G THE PITNEY BOWES GENERAL TERMS.
- L7.2 PBGFS AND THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

**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****L9.1 Risk of Loss.**

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) 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.**

**L10. NON-APPROPRIATION**

- L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. For State agencies please refer to State Contract, Section 21 "Funding Cancellations". For eligible non-state agencies, if your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

**L11. REPRESENTATIONS**

- L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

**L12. MISCELLANEOUS**

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 **YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT, THE METER OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD.**
- L12.3 We may sell, or assign all or any part of this Lease or the Equipment. Any sale or assignment will not affect your rights or obligations under this Agreement.

ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT I: Lease Cover Form: Fair Market Value Lease Agreement**

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

**State of Indiana Agencies, Departments and Facilities:**

A Purchase Order must be issued referencing that this order is pursuant to the terms and conditions of the State of Indiana Contract number ASA14-26 and its Exhibit I the Fair Market Value Lease Agreement. Please review the information shown on the Exhibit I cover form provided by the Contractor's representative and include it with your Purchase Order. Your Signature is not required on the Contractor's form.

**Eligible local governments and non-State of Indiana entities:**

When a Purchase Order is issued referencing that this order is pursuant to the terms and conditions of the State of Indiana Contract number ASA14-26 and its Exhibit I the Fair Market Value Lease Agreement. Please review the information shown on the Exhibit I cover form provided by the Contractor's representative and include it with your Purchase Order. Your Signature is not required on the Contractor's form.

In the event a Purchase order is not issued referencing that this order is pursuant to the terms and conditions of the State of Indiana Contract number ASA14-26 and its Exhibit I the Fair Market Value Lease Agreement. The purchasing entity must review the information shown on the Exhibit I cover form provided by the Contractor's representative. The Contractor's form must be signed by an authorized signatory and submitted with the order.

Space Intentionally left blank, see following pages





**L1. DEFINITIONS**

Capitalized terms that are not defined in this document are defined in State of Indiana Contract ASA 14-26/QPA 13142 ("State Contract"), Exhibit G, the Pitney Bowes General 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 Subject to the termination provisions within the Master Service Agreement in Section(s) 21, 44, and 45, **you may not cancel this Lease for any other 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. You will make each Quarterly Payment by the due date shown on our invoice.
- 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 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 your 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, if not in default, select one of the following options:
- enter into a new lease with us;
  - purchase the Equipment "as is, where is" for fair market value; or
  - return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify 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. WARRANTY AND LIMITATION OF LIABILITY**

- L7.1 PBI PROVIDES YOU WITH THE WARRANTY AS PROVIDED IN THE STATE CONTRACT AND FURTHER CLARIFIED IN EXHIBIT G, THE PITNEY BOWES GENERAL TERMS.
- L7.2 PBGFS AND THE BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

**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.**

- You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- To protect the equipment from loss, you will either (i) 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") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you are not a state agency, department or facility and do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

**L10. NON-APPROPRIATION**

- L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. For State agencies please refer to State Contract, Section 21 "Funding Cancellations". For eligible non-state agencies, if your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

**L11. EARLY TERMINATION**

- L11.1 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 provide 90 days prior written notice and pay the Quarterly Payment related to such notice period.

**L12. MISCELLANEOUS**

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT J: TAX EXEMPT FORMS**

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

**See Attached Documents: 8038G and 8038GC Tax Forms**

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate Instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority** If Amended Return, check here

1 Issuer's name	2	
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number
5 City, town, or post office, state, and ZIP code		3
7 Name of issue		6 Date of issue
9 Name and title of officer or legal representative whom the IRS may call for more information	10	8 CUSIP number
	( )	

**Part II Type of Issue (check applicable box(es) and enter the issue price)** See instructions and attach schedule

11 <input type="checkbox"/> Education	11	
12 <input type="checkbox"/> Health and hospital	12	
13 <input type="checkbox"/> Transportation	13	
14 <input type="checkbox"/> Public safety	14	
15 <input type="checkbox"/> Environment (including sewage bonds)	15	
16 <input type="checkbox"/> Housing	16	
17 <input type="checkbox"/> Utilities	17	
18 <input type="checkbox"/> Other. Describe ►	18	
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24		
25 Proceeds used for credit enhancement	25	
26		
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33 Enter the last date on which the refunded bonds will be called	►	
34 Enter the date(s) the refunded bonds were issued	►	

**Part VI Miscellaneous**

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a		
b Enter the final maturity date of the guaranteed investment contract	►	
37		
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer	►	and the date of the issue
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	<input type="checkbox"/>
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	<input type="checkbox"/>
40 If the issuer has identified a hedge, check box	►	<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Sign Here**

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ Type or print name and title \_\_\_\_\_



Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

(Rev. January 2012) Department of the Treasury Internal Revenue Service

Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority. Includes fields for Issuer's name, EIN, address, and contact information.

Part II Description of Obligations. Includes sections for issue price, date, amount, and vendor information.

Signature and Consent section. Includes a declaration and signature lines for the issuer's authorized representative.

Paid Preparer's Use Only section. Includes fields for preparer's name, signature, date, and firm information.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the



street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

**Learning about the law or the form** . . . . . 4 hr., 46 min.

**Preparing the form** . . . . . 2 hr., 22 min.

**Copying, assembling, and sending the form to the IRS** . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MPT:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.



ASA-14-26/QPA# 13142  
STATE OF INDIANA/PITNEY BOWES INC.  
CONTRACT FOR MAILING EQUIPMENT AND MAILING SUPPLIES

**EXHIBIT K: Contractor's Section 508 Compliance Associated VPATS**

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

Contractor (Pitney Bowes) Mailstation product conforms to customary Section 508 standards and practices applied within the mailing systems industry. Accordingly, to the extent that accessibility capabilities and features are customarily provided for products within the mailing systems industry that are under this agreement, Contractor(Pitney Bowes) provides at least such accessibility capabilities and features in the products being offered under this Agreement. Attached as Exhibit K are related VPATS. To the extent a VPAT is not provided for a piece of equipment, it is because a VPAT assessment has not been conducted. As a leader in the mailing industry, Contractors (Pitney Bowes's) equipment is considered to at least meet the accessibility features generally available in the industry.

**See attached documents: VPATs**

**Non-Collusion and Acceptance**

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

**Agreement to Use Electronic Signatures**

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

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

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

**PITNEY BOWES INC**

**Indiana Department of Administration**

By:

By:

Title:

Title:

Date:

Date:

<p>Approved by: Indiana Office of Technology</p> <p>By: _____ (for) Dewand Neely, Chief Information Officer <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>	<p>Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>
<p>Approved by: State Budget Agency</p> <p>By: _____ (for) Brian E. Bailey, Director <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>	<p>Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Gregory F. Zoeller, Attorney General <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>