



Amendment No. 2
to
Contract No. GA130000118
for
Presort Mail Services
between
Pitney Bowes Presort Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be November 1, 2016 through October 31, 2017. No options will remain.
- 2.0 The total contract amount is increased by \$11,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/16/2013 – 10/31/2015	\$30,250.00	\$30,250.00
Amendment No. 1: 2a. Option 1 - Extension 11/01/2015 – 10/31/2016 2b. Paragraph 7.2 revised in contract.	\$11,000.00 -\$0.00 \$11,000.00	\$41,250.00
Amendment No. 2: Option 2: 11/01/2016 – 10/31/2017 Note: Initial Term & Option 1 dates were entered incorrectly. They are corrected in this amendment to correspond with timeline in COA financial system (AIMS).	\$11,000.00	\$52,250.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Nicole M. Ziska Chief Operating Officer
Authorized Representative

Pitney Bowes Presort Services, Inc.
4401 Freidrich Lane, Suite 211
Austin, Texas 78744
(512) 804-0938
phil.ostrand@pb.com

Sign/Date:

Mike Zambrano, Jr.
Contract Compliance Specialist, Senior
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. GA130000118
for
Presort Mail Services
between
Pitney Bowes Presort Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 16, 2015 through September 15, 2016. One option remains.
- 2.0 The total contract amount is increased by \$11,000.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/12/2013 – 10/11/2015	\$30,250.00	\$30,250.00
Amendment No. 1: 2a. Option 1 - Extension 09/16/2015 – 09/15/2016 2b. Paragraph 7.2 revised in contract. See 5.0 below	\$11,000.00 \$0.00 \$11,000.00	\$41,250.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 Paragraph 7.2 of Exhibit B, Description of Services, is hereby amended by adding the following after the first sentence of such paragraph:

If the City is not pre-printing a barcode on its mail, the City must leave a clear zone as specified in the DMM and the paper must be non-glossy. If the City pre-barcodes its mail with a barcode that is not Full Service IMb compliant or presents mail on which Contractor cannot print a Full Service IMb, the City may be charged an IMb Downgrade based upon any penalties, postage assessments or forfeiture of discounts (collectively, "Downgrade") which may be imposed by the USPS on Contractor, based upon Contractor's calculation of the City's pro-rata share of such non-compliant mail.

- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

 9/30/15

Nicole M. Ziska, VP Finance

Printed Name Pitney Bowes Presort Services, Inc.
Authorized Representative

Pitney Bowes Presort Services, Inc.

4401 Freidrich Lane, Suite 211
Austin, Texas 78744
(512) 804-0938
phil.ostrand@pb.com

Sign/Date:



~~Joe Barrios~~

~~Acting Contract Compliance Supervisor~~

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Mike Zambrano Jr.
Contract Compliance
Specialist, Senior



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 16, 2013

Pitney Bowes Presort Services, Inc.
4100 Freidrich Ln Ste 211
Austin, TX 78744

Dear Mr. Boyd:

The City of Austin has approved the award and execution of a contract with your company for Presort Mail Services.

Responsible Department:	Building Services Department
Project Manager:	Roger Stricklin
Phone Number	512-974-1727
Email:	Roger.stricklin@austintexas.gov
Project Name:	Presort Mail Services
Contractor Name:	Pitney Bowes Presort Services, Inc.
Contract Number:	GA13000118
Contract Period:	09/16/2013 – 10/31/2015
Contract Period Amount	\$30,250
Extension Options:	Two 12-month options NTE: \$11,000 each
Requisition Number:	7500 13091300593

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,
Purchasing Office

**Contract Between the City of Austin ("City")
and
Pitney Bowes Presort Services, Inc. ("Contractor")
for
Mail Presort Services**

This Contract is between Pitney Bowes Presort Services, Inc., a wholly owned subsidiary of Pitney Bowes, Inc. having offices at 4401 Freidrich Lane, Suite 211, Austin, TX 78744 and its corporate office at 10110 I Street, Omaha, NE 68127, and the City, a home-rule municipality incorporated by the State of Texas, and is effective when signed by the City ("Effective Date"). Solicitation requirements are met by using Contractor's **Contract No. 915-58** with the Council on Competitive Government (the "CCG Contract").

1. **This Contract is composed of the following documents:**

- A. This Contract (including Exhibit B)
- B. The CCG Contract
- C. Exhibit A, Price List

2. **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- A. This Contract (including Exhibit B)
- B. The CCG Contract
- C. Exhibit A, Price List

3. **Term of Contract.** The Contract shall be in effect for a term of twenty-five (25) months from the Effective Date and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4. **Compensation.** The Contractor shall be paid a total not-to-exceed amount of \$30,250 for the initial twenty-five (25) month term and \$11,000 per year for each renewal option for a total not-to-exceed Contract amount of \$52,250. The amount to be paid is based upon current estimates of mail volumes to be submitted by the City.

5. **Insurance.**

A. **General Requirements**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance promptly upon demand may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

(1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other contracts related to the project.
- (b) Contractor Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling, provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6. Right To Audit.

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all relevant records of the Contractor related to the performance under this

Contract in order to determine Contractor's compliance therewith. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

- B. The Contractor shall include audit rights consistent with section A. above in all subcontractor agreements entered into in connection with this Contract.

7. **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
8. **Payment.** The Contractor agrees to accept payment by either check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. Contractor shall submit weekly invoices to the City at the address specified in paragraph 14 below, or such other address as specified by the City to Contractor in writing. Such invoices shall show the total number of mail pieces handled, the fees charged, postage, and such other information as Contractor may elect to include on its invoices. Invoices shall be due within thirty (30) calendar days from the date of the invoice.
9. **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
10. **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

11. **Reporting.** Contractor shall provide monthly usage and quarterly reports to City in content and form as mutually agreed upon by the Parties.
12. **Equal Opportunity**

- A. **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

13. **Workforce Security Clearance And Identification (ID)**

- A. Access to the various City buildings by the Contractor, all subcontractors, and their employees will be strictly controlled at all times by the City. Security badges will be issued by certain Departments for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. For secure locations, the City reserves the right to conduct background investigations and finger print Contractor and subcontractor employees requiring access to those facilities. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the various City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.
- D. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to all requirements communicated in writing.

14. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
City of Austin, Purchasing Office
ATTN: Contract Administrator
P O Box 1088
Austin, TX 78767

To the Contractor:
Pitney Bowes Presort Services, Inc.
ATTN: President
10110 I Street
Omaha, NE 68127

15. **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
16. **Dispute Resolution.**

16.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

PITNEY BOWES PRESORT SERVICES, INC.

CITY OF AUSTIN

Printed Name of Authorized Person

Printed Name of Authorized Person

Signature


Nicole M. Ziska, VP Finance
Pitney Bowes Presort Services, Inc.

Signature


Senior Buyer Specialist

Title:

Title:

Date:

Date:

9/11/13

9/12/13

EXHIBITS

Exhibit A - Price List under Service Tier C of the CCG Contract
Exhibit B - Description of Services

Presort (Barcode) Services Letters, Flats & Postcards Pricing Grid

Pricing for postage and sort fees are as set forth in the CCG Contract for Service Tier C and the Additional Fee Pricing Sheet

Exhibit B Description of Services

1. **Services Provided By Contractor.** Contractor will pick up the City's pre-metered or pre-canceled stamp First Class letter and flat mail, whichever applies, at Customer's designated address(es) as specified in paragraph 2 below, sort said mail at Contractor's business location and deliver said mail to the United States Postal Service® ("USPS"). If the City's mail is not pre-metered or is not posted with sufficient postage, then Contractor shall meter the City's mail with the correct postage determined by size and weight and process such mail. The mail shall be delivered to the USPS on the metered date, provided that the metered mail is properly prepared by the City and made available for pick up by Contractor on or before the daily pick up times specified in paragraph 2 below, or as mutually agreed upon from time to time. The City agrees that, in performing its services pursuant to this Contract, Contractor may, at its sole discretion, move the City's mail from one Contractor operating center to another Contractor operating center.

2. **Pick Up Location(s) and Time(s).**

2.1 **Address for Pick Up.** Contractor will pick up the City's mail at the following address(es):

City of Austin
2006 East 4th St
Austin TX 78701

2.2 **Pick Up Times.** The City shall assemble and make available for pick up its mail on such schedule as may be mutually agreed upon by the parties, in writing, from time to time, with the initial schedule to be as follows:

<u>Days of the Week</u>	<u>Metered For Same Day</u>	<u>Metered For Next Day*</u>
Monday	<u>N/A</u>	<u>8:00am</u>
Tuesday	<u>N/A</u>	<u>8:00am</u>
Wednesday	<u>N/A</u>	<u>8:00am</u>
Thursday	<u>N/A</u>	<u>8:00am</u>
Friday	<u>N/A</u>	<u>8:00am</u>
Saturday	<u>N/A</u>	<u>N/A</u>

*The City meters its mail for the next day; however, Contractor processes such mail on the day it is picked up by Contractor.

3. **Quantity of Mail.** The City will provide approximately 3,901 pieces of mail per day, for an average of 81,921 pieces of mail per month (assuming a 21-business day month), for pick up and processing by Contractor, but not less than all of the presort compatible mail produced at the facility.

4. **Pricing Adjustments and Postal Modifications.** Pricing is subject to the CCG Contract and may be adjusted as provided in Section A.5.1 thereof.

5. **Postage Deposit.** If the City uses Permit mail, pre-meters mail at the 5-Digit Automation rate, or regularly requires Contractor to meter mail on the City's behalf, the City shall deposit in advance with Contractor the initial sum of \$0.00. The amount to be deposited may be changed by Contractor on a periodic basis (but not more frequently than quarterly) based upon changes in the City's volume, postage usage, service fees, payment history or services utilized. The City will be notified in advance, in writing, if the deposit amount is changed. Contractor shall retain any and all interest income earned on the deposit amount. Upon the termination of this Contract, Contractor shall return the deposit to the City after all Fees for services and postage have been paid to Contractor by the City. IF THE CITY FAILS TO MAINTAIN THE DEPOSIT AT THE THEN-APPLICABLE LEVEL(S), CONTRACTOR MAY IMMEDIATELY SUSPEND ITS PERFORMANCE UNDER THE CONTRACT AND WILL, AT THE CITY'S OPTION, EITHER: (i) HOLD THE CITY'S MAIL UNTIL THE DEPOSIT IS RECEIVED OR (ii) RETURN THE MAIL TO THE CITY.

6. **Move Update Requirement.** USPS regulations require that mailers utilizing First Class discounted postage rates select one or more authorized move-update options. The City will utilize the authorized Move Update

option(s) indicated below. If the City utilizes the PBPS Move Update Solution provided by Contractor, additional terms and conditions applicable to such services are set forth below.

6.1 Move-Update Option. The City will complete a Certification of Move Update Compliance form as may be reasonably requested by Contractor from time to time in order to confirm the Move Update Option selected by the City on a job by job basis. The City's selections include the following move-update option(s):

Indicate the selected option by placing an "X" in each column.

<u>Option</u>	<u>First Class Letter Mail</u>	<u>First Class Flat Mail</u>	<u>Standard Class Letter Mail</u>
Not Applicable			X
A USPS approved Move Update Solution provided and utilized by the City	X	X	
PBPS Move Update Solution w/ PBV Protect (an MLOCR-based software application such as Siemens UMove®) provided by Contractor			
A USPS approved Move Update Solution provided and utilized by the City on all mail, except for designated jobs within the mail category type indicated in the column(s) to the right and as agreed by the parties on which Contractor shall utilize the PBPS Move Update Solution w/ PBV Protect			

Performance Based Verification (PBV) is the USPS testing to determine if a mail owner's addresses are being updated as required by USPS Move Update Compliance regulations. Customers electing to rely on their own application of a USPS Move Update method will reimburse Contractor for any penalties or postage assessments imposed by the USPS due to, or caused in part by, the City's mail which fails PBV, based upon Contractor's calculation of the City's pro-rata portion of such penalty or assessment for that day. Customers electing the PBPS Move Update Solution w/ PBV Protect will be insured against such penalties or postage assessments imposed by the USPS against PBPS, even if any of the City's enrolled mail fails the daily PBV.

If the City has not selected the PBPS Move Update Solution w/ PBV Protect option, the remainder of this paragraph 6 is not applicable. If the City has selected the PBPS Move Update Solution w/ PBV Protect option, such selection is governed by the terms of paragraphs 6.2 through 6.3 below.

6.2 Physical Requirements for PBPS Move Update Solution: Contractor can only spray barcodes on mail pieces that are non-glossy with a sufficient clear zone in the lower right quadrant. The City will be required to use another approved Move Update method for non-conforming mail pieces.

6.3 PBPS Move Update Solution w/ PBV Protect - Fee:

Application Fee per each piece of mail scanned as set forth in the CCG Contract.

7. Mail Specifications. The City's mail shall meet all USPS requirements for automation compatible mail as set forth in the Domestic Mail Manual ("DMM") and its attendant documentation applicable to each type of mail submitted, including but not limited to those set forth in this Section 7 ("Mail Specifications").

7.1. The City's mail shall be submitted to Contractor upright in trays with all envelopes facing in the same direction, properly addressed and sealed. If the City's mail is (i) pre-metered, it shall be affixed with the correct postage rate, the correct date and appropriate "pre-sorted" notations; (ii) permit imprinted, it shall be separated and presented by the correct weight and affixed with the appropriate "pre-sorted" and indicia imprint and a return address; (iii) pre-canceled stamp, it shall be affixed with a pre-canceled stamp and shall contain a return address. The City shall complete and sign pick up slips at each location indicating the number of trays and/or pieces of mail to be processed by Contractor. If the City pre-meters its mail, the City shall provide Contractor with its current license numbers, and notify Contractor within five (5) business days of any changes. The City agrees to produce or promptly execute any Contractor or USPS documents required by the USPS. The City further agrees to make any changes in the way the City addresses and handles its mail as reasonably requested by Contractor and as required by the USPS.

7.2. If the City pre-barcodes its mail, the City must: (1) utilize the USPS Coding Accuracy Support System (CASS) to satisfy the USPS zip code accuracy requirements in Delivery Point Validation; and (2) apply only barcodes compliant with the then current Full Service Intelligent Mail Barcode (IMb) requirements of the USPS. The City acknowledges such penalties and assessments may include additional postage charged to all or most of a combined mailstream as presented by PBPS and not just for the City's portion of that combined mailstream.

7.3. USPS regulations require that mailers utilizing First Class discounted postage rates select one or more authorized move-update options. The City will utilize the authorized move-update option(s) indicated in Section 6 above. If the City utilizes the PBPS Move Update Solution, additional terms and conditions applicable to such services are set forth in Section 6.

7.4. The City's mail failing to meet the Mail Specification requirements above may be subject to return of the mail and/or USPS penalties. The City shall promptly pay upon receipt of appropriate documentation from Contractor any and all penalties or assessments levied against Contractor by the USPS as a result of the City's (or its customer or print provider) improper preparation and finishing of its mail.

8. **Warranty - Disclaimer.** Contractor shall perform all duties and obligations required of it pursuant to this Contract in accordance with accepted presort mail processing industry standards. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES (WHETHER IMPLIED IN FACT OR IN LAW), AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. CONTRACTOR HAS MADE NO STATEMENTS OF FACT OR OTHER REPRESENTATIONS TO THE CITY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT AND THE CITY HEREBY AGREES THAT IT HAS NOT RELIED ON ANY STATEMENT OF FACT OR OTHER REPRESENTATION FROM CONTRACTOR IN ENTERING INTO THIS CONTRACT OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT.

9. **Force Majeure.** Contractor shall maintain a commercially reasonable business continuity plan; however, if performance by Contractor of any service or obligation under this Contract is prevented, restricted, delayed or interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, utility or communication failures, failure or delay in receiving electronic data, earthquakes, war (declared or undeclared), revolution, civil commotion, acts of public enemies, acts of terrorism, blockade, embargo, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act or omission whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control of Contractor, Contractor shall be excused from the performance to the extent of the prevention, restriction, delay or interference. In such event, Contractor will notify the City as soon as possible by whatever means are available and Contractor shall not be liable for the loss of any postage savings. The City shall reimburse Contractor for the difference between the metered amount and any postage upgrades required to submit the mail.

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE

NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

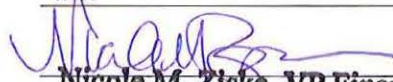
Dated this 11 day of SEPTEMBER, 2013

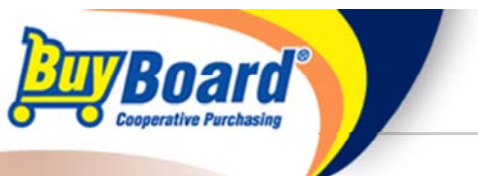
CONTRACTOR

Authorized
Signature

Title

Pitney Bowes Presort Services,
Inc.


Nicole M. Ziska, VP Finance
Pitney Bowes Presort Services, Inc.



Phone: 800-695-2919
 Fax: 800-211-5454
 Email: info@buyboard.com

Welcome **Sai** [Log Off]

Administration

RFQ

Reports

Shopping Cart

Help

Vendor Contract Information

Proposal Document

Back

Search:

pitney bowes

☒ All

☐ Vendor Discounts Only

☐ Catalog Pricing Only

Vendors

None Selected

Price Range

Show all prices

Category

None Selected

Contract

None selected

Vendor Name: Pitney Bowes

Address: 1 Elmcroft Rd.
 Stamford, CT 06926

Phone Number: (512) 619-8220

Email: boyd.hering@pb.com

Website: www.pb.com

Federal ID: [REDACTED]

Contact: Boyd Hering

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: No

Contract Name: Office Supplies & Equipment

Contract Description:

Contract#: 407-12

Effective Date: 11/01/2012

Expiration Date: 10/31/2015

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: See deviations

Quote Reference Number: 407-12

Return Policy: Supplies can be returned for credit, equipment may not be returned unless defective.

Additional Dealers: Austin TX, Irving TX

Regulatory Notice: BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including workers' compensation insurance as may be required by state or local law. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

Search by Vendor

Browse Contracts

Resources

Contact us 800-695-2919

Pitney Bowes Presort Services

Texas BuyBoard Pricing

Requirements

- For the following Texas counties only: Bexar, Comal, Travis and Williamson.
Other counties can be considered if transportation and any associated charges can be mutually agreed on by the member and PBPS.
- Minimum 1,000 pieces per day or 2,500 pieces for pickup
- USPS and PBPS automation compatible 1st Class mail only
- Valid USPS Move Update Process in place
- Zip destinations of addresses should be 80% within State of Texas

	Postage	Fees
1st Class Letters <ul style="list-style-type: none">• Minimum 3,000 pieces per day• USPS and PBPS Move update compatible for high speed processing• 93% 1st pass read rate on PBPS MLOCR's• No handwritten mail	\$0.374 (Or the current USPS 3 Digit 1 oz. Postage Rate)	Same Day - \$0.005 Next Day - \$0.000
1st Class Letters <ul style="list-style-type: none">• Minimum 1,000 pieces per day• 80% minimum typed or pre printed addresses• Same day possible only if pick up can be included on current PBPS same day route	\$0.424 (Or the current USPS 3 Digit 1 oz. Postage Rate)	Same Day - \$0.000 Next Day - \$0.000
1st Class Flats <ul style="list-style-type: none">• No minimum if member meets letter volume commitments. Otherwise a 250 piece minimum per pickup• No handwritten mail	\$0.574 (Or current USPS 1 oz 1 st Class 3 digit automation Flat rate)	Same Day - \$0.120 Next Day - \$0.100



P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

October 17, 2012

Sent Via E-mail: boyd.hering@pb.com

Boyd Hering
Pitney Bowes
1 Elmcroft Rd.
Stamford, CT 6926

Proposal Name & Number: Office, Classroom Instructional Supplies & Equipment #407-12

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective November 1, 2012. The contract documents are those identified in Section 3 of the General Terms and Conditions of the Specifications.

To see the items your company has been awarded, please review the proposal tabulation #407-12 on the following website: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the Buyboard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 800-695-2919 ext. 7127.

Sincerely,

Melonie Perry
Bid Administrator



The Texas Local Government Purchasing Cooperative is a joint project of the
Texas Association of School Boards, Texas Municipal League, and Texas Association of Counties



4422

Proposer's Agreement and Signature

Proposal Name: Office, Classroom Instructional
Supplies & Equipment

Proposal Opening Date and Time:
July 31, 2012 at 2:00 PM

Proposal Number: 407-12

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: November 1, 2012 through
October 31, 2013 with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
October, 2012

PITNEY BOWES INC.

Name of Proposing Company

1 ELMCROFT ROAD

Street Address

STAMFORD, CT 06926-0700

City, State, Zip

512-619-8220

Telephone Number of Authorized Company Official

203-460-9242

Fax Number of Authorized Company Official

JULY 25, 2012

Date

Signature of Authorized Company Official

BOYD HERING

Printed Name of Authorized Company Official

GOVERNMENT ACCOUNT REPRESENTATIVE

Position or Title of Authorized Company Official

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Practical renewal

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: PITNEY BOWES INC. General Contact Name: BOYD HERING

Purchase Orders. Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: **Internet.** Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: **Fax.** Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the Internet to receive purchase orders.

E-mail Address: boyd.hering@pb.com

Internet Contact: Boyd Hering Phone: 512-619-8230

Alternate E-mail Address: carolyn.martin@pb.com

Alternate Internet Contact: Carolyn Martin Phone: 210-496-9784

☐ I will receive purchase orders via fax.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"). Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: boyd.hering@pb.com

Alternate E-mail Address: paul.richardson@pb.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are sent via e-mail.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1 ELMCROFT ROAD Department: CONTRACTS

City: STAMFORD State: CT Zip Code: 06926

Contact Name: MARIANNA LABELLA Phone: 203-351-7879

Fax: 203-749-7634 E-mail Address: marianna.labella@pb.com

Alternative E-mail Address: boyd.hering@pb.com



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

1. FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

PITNEY BOWES INC.

Company Name

Boyd Hering
Signature of Authorized Company Official

BOYD HERING

Printed Name

2. DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

PITNEY BOWES INC.

Company Name

Boyd Hering
Signature of Authorized Company Official

BOYD HERING

Printed Name



1. RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

- ☐ I certify that my company is a **Resident Proposer**.
- ☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>PITNEY BOWES INC.</u>	<u>1 ELMCROFT ROAD</u>	
Company Name	Address	
<u>STAMFORD</u>	<u>CT</u>	<u>06926</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes
- ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

2. VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

- ☒ Yes
- ☐ No

By signature below, I certify that the information in Sections 1 (Resident/Nonresident Certification) and 2 (Vendor Employment Certification) above is true, complete and accurate and that I am authorized by my company to make this certification.

PITNEY BOWES INC.

Company Name

Boyd Hering

Signature of Authorized Company Official

BOYD HERING

Printed Name



MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE/HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a "Historically Underutilized Business" or "HUB" and all referred to in this form as a "MWBE") is encouraged to indicate its MWBE certification status when responding to this Proposal Invitation. The electronic catalogs will indicate MWBE certifications for vendors that properly indicate and document their MWBE certification on this form.

☐ I certify that my company has been certified as a MWBE in the following categories: (Please check all that apply)

☐ **Minority Owned Business**

☐ **Women Owned Business**

Certificate Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

PITNEY BOWES INC.

Company Name



Signature of Authorized Company Official

BOYD HERING

Printed Name



DEVIATION & COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☐ No Deviations
☒ Yes Deviations

List and fully explain any deviations you are submitting:

PLEASE SEE OUR ENCLOSED OFFER LETTER

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Other:

METHOD OF DELIVERY IS DEPENDENT UPON PRODUCT.

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

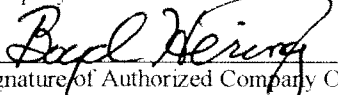
3. Number of Days for Delivery: 10 ARO UNLESS OTHERWISE AGREED TO BY THE PARTIES

4. Vendor Reference/Quote Number: _____

5. State your return policy: SUPPLIES MAY BE RETURNED FOR CREDIT. EQUIPMENT MAY NOT BE RETURNED
UNLESS DEFECTIVE.

6. Are electronic payments acceptable? ☒ Yes ☐ No

PITNEY BOWES INC.
Company Name


Signature of Authorized Company Official

BOYD HERING
Printed Name



July 25, 2012

The Local Government Purchasing Cooperative
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759
Attn: Bid Administrator

Subject: Proposal Invitation for Office, Classroom Instructional Supplies and Equipment
Proposal #407-12 and Addendum #1
Opening Date: July 31, 2012 @ 2:00 p.m.

Dear Sir or Madam:

Pitney Bowes Inc. ("Pitney Bowes") is pleased to submit the enclosed response to the above-subject Proposal to provide our Global MailStream Solution ("GMS") mailing, console inserting equipment, supplies, training and maintenance to the Local Government Purchasing Cooperative ("Cooperative").

For more than 92 years, Pitney Bowes has been helping customers meet their varied mailing needs at highly competitive prices. We offer a complete array of mailing equipment and services, supported by a large and highly trained sales, service, and administrative staff. Pitney Bowes has its own maintenance and service force including dealers which are factory trained to provide prompt, efficient, cost effective service to our customers.

We have included the various terms and conditions that apply to certain types of equipment and financing options. For example, we have enclosed the below listed Pitney Bowes purchase, lease and rental terms and conditions along with product/software specific terms and conditions. Note that Pitney Bowes agrees to negotiate its agreements in good faith.

Enclosed Pitney Bowes Agreements:

- State and Local FMV Agreement (applies to lease)
- General Terms (applies to lease, rental and service)
- Customer Satisfaction Guarantee (2 versions)
- Software License and Maintenance Agreement (for mailing software solutions)
- (Imbedded) Software License and Maintenance Agreement (for all console sortation equipment)
- New Master Software License Agreement (applies for certain console inserting equipment software)
- Reseller Agreement DPV LACS license (may apply for console sortation equipment)
- UMOVE license (may apply for console sortation equipment)
- Sales & Maintenance Agreement (applies for console inserting and sortation equipment)
- Business Manager Software License Agreement
- Lobbyguard Purchase and Service Agreement

The following sets forth our general positions regarding the subject matters noted. We have indicated the sections of the Proposal Invitation that are impacted by such position. We are happy to discuss these matters further and if necessary, upon award of the bid, to negotiate mutually agreeable provisions.

General Information

"Service Fee" - Pitney Bowes can only agree to the payment of 2% of the dollar amount of the equipment ordered excluding any amounts related to the meter rental and maintenance.

General Terms and Conditions

Section B. Proposal Requirements

Paragraph 2. Pricing - Pitney Bowes can not agree to the most favored pricing clause though price reductions will be passed on to customers.

Paragraph 3. Quality - Pitney Bowes offers new machines that are products which are manufactured from new parts and which may contain some recycled raw materials, parts or components, including serviceable used parts, which are warranted the equivalent as new. In addition, new equipment is still in its original carton and has never been used, although it may have been tested at the manufacturer's facility solely for the purpose of ensuring proper operation of machine or system integration. In addition, postage meters may not be new however, by Postal Regulation, Pitney Bowes is responsible to insure they are in proper working order.

Paragraph 12. Certifications - Pitney Bowes represents and warrants that the information and certifications provided are accurate to the best of its knowledge at the time such representation is made.

Paragraph 12. (b) Certifications Regarding Legal, Ethical, and Other Matters – Pitney Bowes requests the deletion of subsection 6 regarding most favored pricing.

Section E. Contract Performance

Paragraph 4. Packaging, Transportation and Delivery – 1) Title to leased equipment and Postage Meters (rented) shall not pass to the Cooperative Members. 2) Delivery will be as mutually agreed upon. The standard delivery time of mailroom equipment is typically 30 days and 45 days on customized solutions.

Paragraph 6. Product Inspection, Testing, and Defective Items - All USM products are backed by our attached Customer Satisfaction Guarantee. Certain console inserting and sortation equipment is backed by the Document Messaging Technologies Division's Customer Satisfaction Guarantee, within certain Guidelines, also attached.

Paragraph 10. The Buyboard - The Cooperative will need to provide Pitney Bowes with a listing of the authorized participating member representatives that have the authority to sign such Purchase Orders.

Paragraph 11. Service Fee - The Service Fee of 2 percent will only be calculated and paid on the value of the equipment provided and shall exclude the value related to the meter and maintenance.

Paragraph 13. Sales Tax - Pitney Bowes requests the following additional language:
"Notwithstanding the foregoing, all invoices shall, where appropriate, include charges for any federal, state, and local taxes, duties and tariffs. The Cooperative Member agrees to pay such taxes, duties, and tariffs, in full, when due."

Paragraph 15. Indemnification. Please add as a final sentence: "This indemnity shall not apply if such claim(s) is caused directly or indirectly by the Cooperative, TASB or Cooperative members."

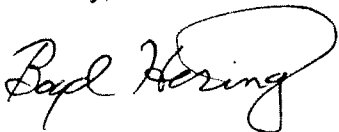
Paragraph 17. Remedies for Default and Termination of Contract – Pitney Bowes requests a thirty (30) day cure period.

Section F. Miscellaneous

Paragraph 1. Assignment - Consent for such assignment shall not be unreasonably withheld or denied. Assignments to an affiliate, subsidiary, or due to a transfer of all or substantially all of Pitney Bowes's stock or assets shall not require consent.

Once again, we would like to express our appreciation to you for the opportunity to supply the Local Government Purchasing Cooperative with the finest mail solutions available and we hope that our response affords us the opportunity to remain one of your most valuable vendors. If you should have any questions, please feel free to contact me at 512-619-8220.

Sincerely,



Boyd Hering
Government Account Representative

Encls.



DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

PITNEY BOWES INC.		
Company Name		
1825 B KRAMER LANE, SUITE 100		
Address		
AUSTIN	TX	78758
City	State	Zip
512-619-8220	203-460-9242	
Phone Number	Fax Number	
BOYD HERING		
Contact Person		

PITNEY BOWES INC.		
Company Name		
8150 SPRINGWOOD DEIVE, SUITE 200		
Address		
IRVING	TX	75063
City	State	Zip
972-402-3500	972-402-3501	
Phone Number	Fax Number	
ROBERT LAMKE		
Contact Person		

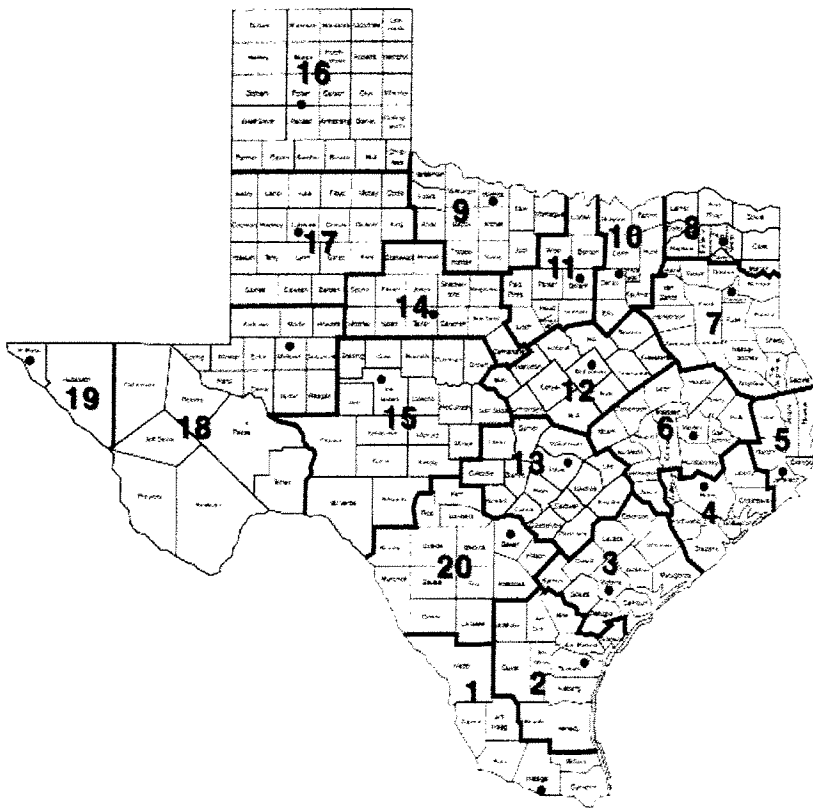


TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this Form H and Form I, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

PITNEY BOWES INC.

Company Name

Boyd Hering
Signature of Authorized Company Official

BOYD HERING

Printed Name

☐ I will not service members of the Texas Cooperative.



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete Form H, Texas Regional Service Designation.)

☒ I will service all states in the United States

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this Proposal Invitation.

PITNEY BOWES INC.

Company Name



Signature of Authorized Company Official

BOYD HERING

Printed Name



In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form I, State Service Designation, in your Proposal.

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form I (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form I must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying

Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

PITNEY BOWES INC.

#407-12

Name of Vendor

Proposal Invitation Number


Signature of Authorized Company Official

BOYD HERING
Printed Name of Authorized Company Official

JULY 25, 2012

Date



FEDERAL AND STATE/ PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other nterlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ _____ (The period of the 12 month period is _____ / _____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☐ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

Purchasing Group	Discount	Quantity/Volume	FOB Term
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS:

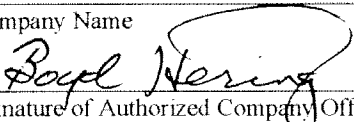
If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount: Average of 23% Proposed Discount: Average of 28%
Explanation: Would like to discuss items above if necessary

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Pitney Bowes Inc

Company Name


Signature of Authorized Company Official

Boyd Hering

Printed Name



REFERENCES & PRICE/DISCOUNT INFORMATION

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. City of Eagle Pass	Daniel Valenzuela	830-773-1111	43%	One	Pitney pays shipping
2. Dallas County Elections	David Thomas	214-819-6345	27%	One	Pitney pays shipping
3. Houston County	Melissa Mosley	936-544-3255	27%	One	Pitney pays shipping
4. Wylie ISD	Brian Miller	972-429-3011	36%	One	Pitney pays shipping
5. La Marque ISD	Ecomet Burley	409-938-4251	27%	One	Pitney pays shipping

Attach sheet(s) as necessary

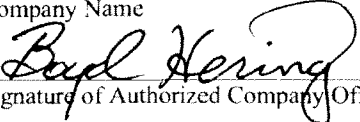
Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, explain: _____

PART II: For your Proposal to be considered, you must submit the marketing strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: how you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.) (Attach additional pages if necessary.) See following pages

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

PITNEY BOWES INC

Company Name


Signature of Authorized Company Official

BOYD HERING

Printed Name

Pitney Bowes
RFP#407-12

Form L. Part II Marketing Plan

Overview

Pitney Bowes believes in a straightforward approach to marketing its products, supplies and services: one where we show our customers that we understand their challenges and want to be their problem-solving partner. Local government agencies, educational institutions, and non-profit organizations have needs that are unique to the marketplace. They look for a vendor that understands these challenges and can offer up-to-date mailing equipment, supplies and services. More importantly, they need a vendor who is proactive, cost-sensitive, and understands how to bring value to a budget-conscious organization. If selected for the TxBuyBoard contract, Pitney Bowes will continue to build on our trusted brand, broad range of capabilities and strong customer base in Texas local government agencies, educational entities and non-profit organizations. Pitney Bowes is committed to ongoing, lasting partnerships with our customers and the TxBuyBoard.

If selected for this contract, Pitney Bowes' comprehensive marketing plan will be built on one continual activity – educating local government agencies, education institutions, and non-profit organizations on how they can exceed their goals and objectives through our offerings on the TxBuyBoard contract. Through our marketing activities, current and future BuyBoard members will learn the added value Pitney Bowes' mailing equipment and supplies offer them as they work to achieve their missions for Texans at the lowest possible cost to taxpayers. Future BuyBoard members will also be taught how easy it is to use the TxBuyBoard Purchasing Program for their agency or entity's purchases.

The value that local governments, education institutions, and ultimately, Texas taxpayers are able to obtain from this contract is substantial and greater savings cannot be realized through any other Texas public sector contracting vehicle.

Marketing Plan

Texas is one of the largest states in the number of governmental entities with more than 4,800 state agencies, cities, counties, ISDs, public colleges and universities, special districts and assistance organizations. In order to market effectively, Pitney Bowes will target governmental entities by groups working with additional sales, marketing and public sector staff from other Pitney Bowes business units. Coordination of marketing activities internally will help ensure that we maximize our resources to have a better understanding of an organization's mission. These Pitney Bowes professionals already call upon an estimated 90 percent of the potential organizations that can utilize the TxBuyBoard contract.

Pitney Bowes has unparalleled knowledge from the postal and communications sector and has access to immediate information and colleagues who can help us discuss the impact of any new U.S. Postal Service and Postal Regulatory Commission changes and regulations for our customers.

Our experience and ability to reach out to colleagues in our company and the industry help us identify recommendations for Texas entities that will assist our customers in fulfilling their missions at the lowest possible cost to taxpayers.

Pitney Bowes believes that marketing activities need to be targeted to specific segmented markets that are part of the TxBuyBoard Cooperative Purchasing Program:

- Cities and counties
- Higher education institutions
- K-12 school districts
- Assistance Organizations
- Special districts

Three-Point Marketing Strategy

If selected for the TxBuyBoard contract in order to maximize the usage and success of the contract, Pitney Bowes will be executing a three-point marketing strategy of targeted messaging, custom marketing collateral and customer education.

1. Focused Messaging

Pitney Bowes marketing activities will utilize messaging that focuses on the customer's needs. Our vast public sector experience in Texas gives us the ability to quickly understand a customer's business. Whether it is an ISD, public university, city, county, or non-profit, it is necessary to understand their business and focus our message directly on how we can improve their business operations and customer service. Our messaging strategy will highlight and integrate the cost savings aspect into our conversations, our seminars and our collateral materials.

2. Customer Education through Custom Marketing Collateral

Pitney Bowes is the worldwide expert in mailing and other communications' strategy and solutions. We will develop a marketing campaign that will highlight the value and cost savings available through the use of the TxBuyBoard contract.

In conjunction with the TxBuyBoard staff, Pitney Bowes will develop one-page marketing handouts for conferences and meetings with TxBuyBoard contract information and Pitney Bowes contact information. We will have these one-pagers in an electronic format that can be emailed to customers and potential customers. The contract link will also be included.

3. Customer Education through Interaction

Through our Pitney Bowes colleagues and consultation with TxBuyBoard staff, Pitney Bowes will outreach to eligible Texas public sector organizations in a systematic way. The marketing activities outlined below are designed to target the decision-makers in Texas local governments, state agencies and higher education institutions and create interest in the new TPASS contract for mailing equipment and supplies.

These activities will include communications ranging from:

- one-on-one meetings
- seminars in regions around Texas on new contract offerings and also postal seminars
- multi-channel communications, including direct mail, email and social media

A note on seminars: of our 20,000 plus U.S. based employees we have a large number of experts on both physical and digital communications. We anticipate establishing regional seminars for Texas public sector organizations where Pitney Bowes can both 1) advise public sector employees of the latest communications trends, including new regulatory decisions regarding the U.S. mail, and 2) educate public sector employees of the components of the TxBuyBoard contract.

Pitney Bowes is committed to attending the appropriate state and regional conferences of Texas public sector groups. We also believe that networking through local government associations' conferences is critically important. These conferences include, but are not limited to:

- Texas Association of City Managers
- Texas Municipal League
- Texas Association of Counties
- Conference of Urban Counties
- Texas Association of School Boards
- Texas Association of School Administrators
- Texas Association of School Business Officials
- Association of Higher Ed Facilities Officers

Other PB business units have sales representatives that deal with non-profits in Texas and have contracts with many of these organizations. Our marketing plan definitely includes reaching out to these groups and including them in all our outreach activities.

Pitney Bowes will be a very proactive partner for the TxBuyBoard if chosen for the contract. We understand that it benefits both the TxBuyBoard and Pitney Bowes for this contract to be successful so that aggregate spend can drive lower costs over time.

Implementation:

Pitney Bowes intends to aggressively market the TxBuyBoard contract through our own staff:

Pitney Bowes' sales and solutions experts will be marketing the contract. The vast majority of these professionals have direct public sector experience for organizations throughout the state. Sales, marketing and public sector staff from the other business units of our parent company, Pitney Bowes, will help ensure we understand each organization and that we communicate the potential of using the TxBuyBoard contract.



**OFFICE AND CLASSROOM SUPPLIES AND EQUIPMENT
PROPOSAL #407-12**

ADDENDUM #1

The following information becomes a permanent part of the Proposal Invitation document:

ADVERTISEMENT DATE:

The original proposal opening date that was advertized was July 2, 2012.

CORRECTION: The **new** proposal opening date is **July 31, 2012**, and this is the date included in the Proposal Invitation.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: PITNEY BOWES INC

Address: 1 ELMCROFT ROAD STAMFORD, CT 06926

Signature of Authorized
Company Official: *Paul Hering* Title: GOVERNMENT ACCOUNT REPRESENTATIVE

Telephone Number: 512-619-8220 Date: JULY, 25, 2012



**OFFICE AND CLASSROOM SUPPLIES AND EQUIPMENT
PROPOSAL #407-12**

ADDENDUM #2

The following information becomes a permanent part of the Proposal Invitation document:

EVALUATION ITEMS CLARIFICATION:

CLARIFICATION: The evaluation items are required for vendors submitting proposals for the office supply category. Vendors submitting proposals for instructional products only are not required to complete the Evaluation Items.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: PITNEY BOWES

Address: 1 ELMCROFT ROAD STAMFORD, CT 06926

Signature of Authorized
Company Official: *Boyd Hering* Title: GOVERNMENT ACCOUNT REPRESENTATIVE

Telephone Number: 512-619-8220 Date: JULY, 25, 2012



12007 Research Boulevard, Austin, Texas 78759-2439
Phone: 800-695-2919 Fax: 800-211-5454

1. Forms Checklist

- ☒ Completed – Proposer's Agreement and Signature – Form A
- ☒ Completed – Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options – Form B
- ☒ Completed – Felony Conviction Disclosure and Debarment Certification – Form C
- ☒ Completed – Resident/Nonresident Certification – Form D
- ☒ Completed – Historically Underutilized Business (HUB) Certification - Form E
- ☒ Completed – Deviations/Compliance Signature Form – Form F
- ☒ Completed – Dealership Listing – Form G
- ☒ Completed – Texas Regional Service Designation – Form H
- ☒ Completed – State Service Designation – Form I
- ☒ Completed – National Purchasing Cooperative Vendor Award Agreement – Form J
- ☒ Completed – Federal and State/Purchasing Cooperative Discount Comparison Form - Form K
- ☒ Completed – References and Price Discount Information – Form L
- ☒ Completed – Forms Checklist – Form M

Office and Classroom Instructional Supplies and Equipment – Proposal #407-12
(NOTE: The catalog/price list must be included with proposal response or proposal will not be considered!)

Item No.	Short Description	Full Description	Name of Catalog/Price List	Percent of Discount Off Catalog/Price List	EXCEPTIONS
		SECTION I: OFFICE PRODUCTS			
1	Discount Off Catalog/Price List for General Office Supplies (stock items)	GENERAL OFFICE SUPPLIES -- for all stock office supplies state discount off catalog/price list. (NOTE: the catalog/price list <u>must</u> be included with proposal or response will <u>not</u> be considered.)	N/A	_____ %	
2	Discount Off Catalog/Price List for Office Equipment and Business Electronics (stock items)	OFFICE EQUIPMENT & BUSINESS ELECTRONICS -- for all stock office equipment and business electronics state discount off catalog/price list. (NOTE: the catalog/price list <u>must</u> be included with proposal or response will <u>not</u> be considered.)	Pitney Bowes Mail Equipment and services	16% to 45% <u>AVG 28</u> %	
3	Discount Off Catalog/Price List for All Other Office Products (stock items)	OFFICE FURNITURE PRODUCTS -- for all stock office furniture products state discount off catalog/price list. (NOTE: the catalog/price list <u>must</u> be included with proposal or response will <u>not</u> be considered.)	N/A	_____ %	
4	Discount Off Catalog/Price List for All Office Products -- supplies, equipment, etc. (non-stock items)	NON-STOCK OFFICE PRODUCTS (supplies, equipment, etc) -- for all non-stock office products state discount off catalog/price list. (NOTE: the catalog/price list <u>must</u> be included with proposal or response will <u>not</u> be considered.)	N/A	_____ %	