



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER (“RFO”) NO.: 6100017065
ANNUAL CONTRACT MAIL SYSTEMS, METERS, MAINTENANCE AND
SUPPORT FOR THE PRINT SHOP

Date Issued: NOVEMBER 20, 2023

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CT., **DECEMBER 11, 2023**

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

Offer submissions will only be accepted electronically

Offer Due Date: 10:00 AM, CT., DECEMBER 11, 2023

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: Maria Castillo, Procurement Specialist II

Email: maria.castillo@sanantonio.gov

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Offer submissions will only be accepted electronically***

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date. Offerors may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic proposals.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City’s request. Failure to comply with City’s request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’s expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person by email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City’s Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of

San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

04 - SPECIFICATIONS / SCOPE OF SERVICES

BACKGROUND:

The City of San Antonio (City or CoSA) is requesting an offer from Pitney Bowes Inc. for the purchase or lease of high volume, turnkey mail equipment on a cloud based single sign-on platform, automating metering, shipping, receiving, and tracking. Respondent will propose a comprehensive solution that will be inclusive of features including, tethered scanners, signature pads, scales, label printers, hand-held wireless scanners, intelligent storage lockers, enterprise software, full carrier management, address validation, for each mail system associated with postage meters.. City may also request for disposal of two existing mail machines.

City may purchase one or more of the mail machines specified herein and may rent one or more of the meters. City's decision whether to purchase or rent any combination of the mail machines shall be made based on the City's best interest.

Any balance left on the current lease will terminate upon full installation of the replacement SendPro P 3000 Series Mailing System. Consumables will be purchased pursuant to this Request for Offer.

4.0 SCOPE:

The proposed high-volume postage mail systems and meter rental shall meet or exceed the detailed minimum requirements listed in Section 4.1.

4.1 QUANTITY and DESCRIPTION of Items:

1 PURCHASE OPTION

1a PITNEY BOWES SendPro® MailCenter 3000 Sending Solution (2 mail machines; Includes First 12 months of Monthly Equipment Maintenance)

1b Quarterly Meter Rental ONE

1c Quarterly Meter Rental TWO

1.1 PitneyShip® Pro

1.1 a PitneyShip Pro® Analytics 360 Tier 1

1.1 b Label Printers/Mid Volume Label Printers

1.1 c Tethered Scanners

1.1 d 100 LB Scales

1.1 e Monthly Subscription (billed quarterly)

1.1 f Training

1.2 PitneyTrack® Inbound

1.2 a PitneyTrack® Inbound (one-time; Includes First 12 months of Monthly Equipment Maintenance)

1.2 b Wireless Wedge Scanners

1.2 c Wireless Mobile Scanners/Inbound Tracking Assistant WIFI

1.2 d Signature Pads

1.2 e Monthly Subscription (billed quarterly)

1.2 f Training

1.2g ANNUAL SERVICE LEVEL AGREEMENT (SLA)

1.2 h Maintenance, Service and Support during regular business hours from 7:45 AM CT – 4:30 PM CT

1.2 i Maintenance, Service and Support between after service hours of 4:31 PM CT and 7:44 AM CT, Monday through Friday or on weekends or City recognized holidays at an additional cost.

1.3 PURCHASE OPTION: RENEWAL OPTION YEAR 1

1.3 a Annual maintenance for PITNEY BOWES SendPro® MailCenter 3000 Sending Solution (2 mail machines)

1.3 b Quarterly Meter Rental ONE

1.3 c Annual Equipment Maintenance (billed semi-annually, in arrears)

1.3 d Quarterly Meter Rental TWO

1.3 e Annual Equipment Maintenance (billed semi-annually, in arrears)

1.4 PitneyShip® Pro

1.4 a PitneyShip® Pro

1.4 b Label Printers/Mid Volume Label Printers

1.4 c Tethered Scanners

- 1.4 d 100 LB Scales
- 1.4 e Annual Equipment Maintenance (billed semi-annually, in arrears)
- 1.4 f Monthly Subscription (billed quarterly)

1.5 PitneyTrack® Inbound

- 1.5 a PitneyTrack® Inbound
- 1.4 b Wireless Wedge Scanners
- 1.5 c Wireless Mobile Scanners
- 1.5 d Signature Pads
- 1.5 e Annual Equipment Maintenance (billed semi-annually, in arrears)
- 1.5 f Monthly Subscription (billed quarterly)

1.5g ANNUAL SERVICE LEVEL AGREEMENT (SLA)

- 1.5 h Maintenance, Service and Support during regular business hours from 7:45 AM CT – 4:30 PM CT
- 1.5 i Maintenance, Service and Support between after service hours of 4:31 PM CT and 7:44 AM CT, Monday through Friday or on weekends or City recognized holidays at an additional cost.

1.6 PURCHASE OPTION: RENEWAL OPTION YEAR 2

- 1.6 a Annual Maintenance for PITNEY BOWES SendPro® MailCenter 3000 Sending Solution (2 mail machines)
- 1.5 b Quarterly Meter Rental ONE
- 1.6 c Annual Equipment Maintenance (billed semi-annually, in arrears)
- 1.6 d Quarterly Meter Rental TWO
- 1.6 e Annual Equipment Maintenance (billed semi-annually, in arrears)

1.7 PitneyShip® Pro

- 1.7 a PitneyShip® Pro
- 1.7 b Label Printers
- 1.6 c Tethered Scanners
- 1.7 d 100 LB Scales
- 1.7 e Annual Equipment Maintenance (billed semi-annually, in arrears)
- 1.7 f Monthly Subscription (billed quarterly)

1.8 PitneyTrack® Inbound

- 1.8 a PitneyTrack® Inbound
- 1.8 b Wireless Wedge Scanners
- 1.8 c Wireless Mobile Scanners
- 1.7 d Signature Pads
- 1.8 e Annual Equipment Maintenance (billed semi-annually, in arrears)
- 1.8 f Monthly Subscription (billed semi-annually, in arrears)

1.8g ANNUAL SERVICE LEVEL AGREEMENT (SLA)

- 1.8 h Maintenance, Service and Support during regular business hours from 7:45 AM CT – 4:30 PM CT
- 1.8 i Maintenance, Service and Support between after service hours of 4:31 PM CT and 7:44 AM CT, Monday through Friday or on weekends or City recognized holidays at an additional cost.

1.9 OPTIONAL LOCKERS

- 1.9 a OPTIONAL: Intelligent Locker Solutions
- 1.8 b OPTIONAL: Annual Equipment Maintenance for Intelligent Locker Solutions
- 1.9 c OPTIONAL: MONTHLY SUBSCRIPTION for Intelligent Locker Solutions

2. Consumables (Consumables are excluded from the lease pricing but will be purchased pursuant to this Request for Offer.)

- 3a. Item # 793-5 Red Ink Cartridge, 35 ml
- 3b. Item # 608-0 E-Z Seal Sealing Solution, 4-Half Gallon Bottles and 1 pour spout per box
- 3c. Item # 613-H Self-Adhesive Postage Tape Rolls

- 4.1.1 All network devices must be compatible with the City of San Antonio's Technical Standards.
- 4.1.2 Respondent shall provide integrated software that allows for a seamless environment between current data streams. Software shall include operating systems and print management tools utilized for Receiving, Shipping, and Tracking mail and parcels.
- 4.1.3 All costs associated with the purchase or meter rental of specified equipment must be included in the prices quoted.

- 4.1.4 Equipment furnished under this agreement shall be new equipment.
- 4.1.5 Respondent shall provide Product Integration Services as part of the purchase or rental price, which shall include technical assistance, configuration, integration, and testing of products offered, especially the resource sharing, terminal emulation, major applications, and associated software and hardware. Respondent shall document actions taken to solve problems or configure the system.

4.2 SERVICE LEVELS - At minimum, Respondent shall provide the following:

- 4.2.1 Identify and maintain a response time for all written or oral notices of a service requirement due to equipment stoppage or malfunction from City.
- 4.2.2 Identify all parts that require maintenance by a service technician and are included and considered part of the service repair plan.
- 4.2.3 If requested by City, consumables such as ink, paper, supplies, tape, and labels are not included and may be billed separately in accordance with cooperative pricing. Vendor must provide pricing in Price Schedule.
- 4.2.4 Identify and include all manufacturer requirements for preventive scheduled maintenance, including cleaning, lubrication, parts replacement, and necessary adjustments.
- 4.2.5 Ensure only factory trained service technicians work on equipment.
- 4.2.6 Identify and maintain a technician to equipment ratio in the San Antonio area.
- 4.2.7 A minimum of one year warranty at no additional cost to the City for all equipment.
- 4.2.8 City shall not be required to sign a separate Service Level Agreement

4.3 DELIVERY, INSTALLATION & REMOVAL OF EXISTING MAIL SYSTEMS:

- 4.3.1 Respondent is responsible for the delivery and installation of equipment, and removal of current equipment, if applicable. Respondent shall schedule delivery, installation and removal with City's Print Shop Manager, Guillermo Castoreno at (210) 207-8441, in a manner that ensures the City has an operational POSTAGE SYSTEM / METER RENTAL at all times.
- 4.3.2 Equipment shall be made operational per the Statement of Work and Project Plan as agreed to by both parties in **Attachment C – Statement of Work**.
- 4.3.3 All delivery, installation and removal charges shall be included in the quoted price in **Attachment A – Price Schedule**.
- 4.3.4 Respondent shall familiarize himself/herself with the site prior to submitting a response. Respondent shall set up a site visit with Print Shop Manager in order to be able to provide required design services, such as space planning and installation services. Respondent is responsible for all labor required to assemble, deliver, set-up, and install the mail systems in accordance with the specifications listed herein. **The site location is 100 W. Houston, San Antonio, Texas 78205.**
- 4.3.5 The existing and new equipment can be removed and delivered through the Print and Mail Services located at 100 W. Houston St. San Antonio, Texas 78205 with the use of moving dollies. There is no loading dock available.

4.4 TRAINING FOR MAIL SYSTEMS:

- 4.4.1 Respondent shall initially provide at least 8 hours of training for CoSA MAIL staff upon installation and ensure staff can fully operate equipment. Refresher Training Sessions shall occur annually thereafter for 3-4 hours for the term of the contract including renewal option years, if requested by City. Training shall be provided to an unlimited number of City staff between the hours of 7:45 A.M. and 4:30 P.M. CT. at 100 W. Houston St., San Antonio, Texas 78205. Respondent is responsible for all costs associated with training, including materials.
- 4.4.2 Respondent shall provide refresher training courses to be conducted 12-months after delivery of high speed mail systems upon request by City. Refresher training shall be a minimum of 3 hours per machine and shall be conducted onsite and/or remotely at City's Print Shop. Respondent is responsible for all costs associated with refresher training, including materials and travel. Refresher training shall be provided to an unlimited number of City staff between the hours of 7:45 A.M. and 4:30 P.M.. CT.
- 4.4.3 Respondent shall provide training for CoSA DEPARTMENT liaisons within 1 week after installation to City staff to ensure staff can fully operate equipment. Refresher Training Sessions shall occur annually thereafter for 3-4 hours for the term of the contract including renewal option years, if requested by City. Training shall be provided

to an unlimited number of City staff between the hours of 7:45 A.M. and 4:30 P.M. CT. at 100 W. Houston St., San Antonio, Texas 78205. Respondent is responsible for all costs associated with training, including materials.

4.4.4 Respondent shall provide web based training materials, reference guides and or job aides for end users.

4.5 MAINTENANCE, SERVICE AND SUPPORT: Respondent shall provide maintenance, software updates and support of the equipment identified above in accordance with the scope of services indicated below and the manufacturer's recommended maintenance.

4.5.1 All maintenance and support services shall include on-site service at the City of San Antonio Print and Mail Services location, or such other location within the city limits of the City of San Antonio as specified by the City, should the City move the equipment. The City will issue a Purchase Order to move equipment. Services shall be provided Monday through Friday from 7:45 A.M. CT to 4:30 P.M. CT. Respondent should provide a quarterly average on-site response time of 4 hours (with no call to exceed 6 hours, except for items that are service by replacement) for all service calls. This maintenance and support will cover all equipment provided whether purchased or rented. In addition, Respondent shall provide a 1-800 telephone number for technical support, Monday through Friday, excluding official City holidays, at no extra cost. During the life of the contract the City does not anticipate a move to a different location. The City must provide fifteen (15) days prior written notice of equipment move within the City limits.

4.5.2. Any maintenance service or support service performed between 4:31 P.M. CT and 7:44 A.M. CT, Monday through Friday, or on weekends or City recognized holidays shall be paid at a set after hours service rate. The City of San Antonio must approve any maintenance or support service performed at the after-hours service rate in writing prior to performance of the service. Respondent must invoice after-hours work separately. Notwithstanding the foregoing, City shall not pay the after-hours rate for routine maintenance that could have been performed during normal working hours or for repair services necessitated by Respondent's failure to perform timely required maintenance.

4.5.3 Respondent shall provide preventive maintenance services and repairs to keep the equipment in good working order. This service covers all parts and labor and shall be included as part of the monthly maintenance service price.

4.5.4 As part of its maintenance and support services, Respondent shall repair or replace any part of the equipment that becomes unserviceable due to normal usage. Replacement parts will be furnished on an exchange basis and shall be new. All parts removed due to replacement will become property of Respondent. The City agrees to make the equipment available to Respondent for scheduled preventative and interim maintenance. The City further agrees to give Respondent advance notice of any critical and specific uptime needs that the City may have so that Respondent can schedule with the City interim and preventative maintenance in advance of such needs. In the unlikely event that Respondent is not able to repair the equipment, Respondent, at Respondent's election, will either provide a temporary loaner while the equipment is being repaired at Respondent's service center, or Respondent will replace such equipment with comparable equipment of equal or greater capability at no additional charge.

4.5.5 Charges set forth herein will not include any charges for repairs or service that are otherwise covered by the applicable manufacturer's warranty during the period covered by any such warranty.

4.5.6 Respondent shall provide all Pitney Bowes Hosted software, system support and related postage mail system configuration to the City network, as applicable, or on a remote basis. City shall provide Respondent with such physical access to its facilities as necessary for Respondent to perform maintenance services.

4.5.7 Respondent shall identify and maintain service levels to ensure minimal down time. City shall not be required to sign a separate Service Level Agreement as these terms are set forth in the terms and conditions of the **Attachment D-4 the Pitney Bowes Terms**.

4.6 Rented Meters:

4.6.1 Respondent shall be responsible for all ad valorem property taxes on rented meters.

4.6.2 If your order includes a Meter, we will invoice you the Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your Meter Services only as of the date the increase becomes effective.

4.6.3 Upon expiration of the term of the Meter Services, you agree to return the Meters covered by the Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter with notice and terminate your use at any time if you are in violation of USPS regulations.

4.7 ACCESS AND USE:

“City Data” means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of City or any Authorized User for Processing by or through the Services, or (b) collected, downloaded, or otherwise received by Provider or the Services for City or any Authorized User pursuant to this Agreement. For the avoidance of doubt, City Data includes all User Data and Personal Information but does not include any Provider Materials.

“User Data” means any and all information reflecting the access or use of the Services by or on behalf of City or any Authorized User, including any end user profile-, visit-, session-, impression-, click through-, or click stream-data, and any statistical or other analysis, information, or data based on or derived from any of the foregoing.

Provider hereby grants to City, exercisable by and through its Authorized Users, a non-exclusive, right to: (a) access and use the Services, including in operation with other software, hardware, systems, networks, and services, for City’s business purposes, including for Processing City Data; (b) generate, print, copy, upload, download, store, and otherwise Process all GUI, audio, visual, digital, and other output, displays, and content as may result from any access to or use of the Services; (c) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Services hereunder; (d) perform, display, execute, reproduce, and modify (including to create improvements and derivative works of), and distribute and otherwise make available to Authorized Users, any Provider Materials solely to the extent necessary to access or use the Services in accordance with the terms and conditions of this Agreement. The foregoing right shall be subject to the terms and conditions set forth in **Attachment D-3 –On-Demand Subscription Services Agreement**, as revised. **Attachment D-3 – On-Demand Subscription Services Agreement** shall govern in the event of a conflict.

05 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and continue in full force and effect until the expiration of 12 months of monthly maintenance and support for purchases (Purchases) . A Purchase of equipment awarded through this contract shall include monthly maintenance, and support for a term of 12 months, beginning on the date of acceptance of the Equipment. Acceptance will be provided in writing.

Renewals. At City's option, maintenance services may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. **Renewal 1** is contingent upon Texas Smart Buy's renewal of the underlying cooperative contract # 985-C1 under which new orders may be placed through May 14, 2026. **Renewal 2** is contingent upon Texas Smart Buy's renewal of the underlying cooperative contract # 985-C1 under which new orders may be placed through May 14, 2027. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Attachment D – All applicable terms and conditions of the Cooperative Purchasing Contract number Texas Smart Buy # 985-C1 Mailroom Equipment and Supplies and Participating Addendum to NASPO ValuPoint Master Agreement No. CTR058808 between Pitney Bowes Inc. and Texas Comptroller of Public Accounts (collectively, the “cooperative contract”).

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, **Attachment D** shall govern over this RFO and any Purchase Order issued hereunder .

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in **Attachment D**, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for repair or replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of delivery of the equipment.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and

exercises all reasonable diligence to remove the cause of force majeure.

Insurance.

Prior to the commencement of any work under this contract, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the contract name in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below.

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds except on the Workers' Compensation policies. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives are included as additional insureds by endorsement, as respects to General Liability and Auto Liability where required by written contract. . The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Intellectual Property.

Intellectual Property terms are as stated in **Attachment D** - All applicable terms and conditions of the Cooperative Purchasing Contract number Texas Smart Buy # 985-C1 Mailroom Equipment and Supplies

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule

Attachment B – Veteran Owned Small Business (VOSB) Preference Program Tracking Form

Attachment C – Statement of Work

Attachment D – All applicable terms and conditions of the Cooperative Purchasing Contract number Texas Smart Buy # 985-C1 Mailroom Equipment and Supplies, which includes:

Attachment D-1 – Participating Addendum to NASPO ValuPoint Master Agreement No. CTR058808 between Pitney Bowes Inc. and Texas Comptroller of Public Accounts

Attachment D-2 – NASPO ValuePoint Master Agreement No. CTR058808

Attachment D-3 – On-Demand Subscription Services Agreement

Attachment D-4 – SendTech US Sales-Lease Internet Terms

06 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. Acceptance terms are as stated in **Attachment D-1** – Participating Addendum to NASPO ValuePoint Master Agreement No. CTR058808.

Testing. Inspection and Acceptance terms are as stated in **Attachment D-1** – Participating Addendum to NASPO ValuePoint Master Agreement No. CTR058808.

Invoicing and Payment.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or

services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR SHALL ENDEAVOR TO INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED..

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. If Vendor fails to cure the default within thirty (30) days of receipt of notice of breach from the City,, City shall have the right, upon written notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor. This provision shall only apply to this contract.

Termination-Notice. City may terminate this contract in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

Indemnification terms are as stated in **Attachment D-1** – Participating Addendum to NASPO ValuePoint Master Agreement No. CTR058808 between Pitney Bowes Inc. and Texas Comptroller of Public Accounts.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director, which consent shall not be unreasonably withheld, conditioned or delayed. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be

void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic in the transaction of City business. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City, at reasonable times once per fiscal year, with notice to the Vendor and during normal business hours during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be

a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its award letter, and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

07 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.

Signer's Name

Laura Zimmerman

Name of Business

Pitney Bowes Inc.

Street Address

3001 Summer Street

City, State, Zip Code

Stamford, CT 06926

Email Address

Laura.Zimmerman@pb.com

Telephone No.

737-228-0892

Fax No.

City's Solicitation No.

RFO 6100017065 ANNUAL CONTRACT FOR MAIL SYSTEMS, METERS,
MAINTENANCE AND SUPPORT FOR PRINT SHOP


Signature of Person Authorized to Sign Offer

08 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

09 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

Respondents must propose fixed prices for the items listed. Offers with price range will be deemed non-responsive.

Item	Description	Estimated Quantity	UNIT COST	EXTENDED COST
1	Purchase Option - Initial 12 months (Includes first 12 months free maintenance)			
1a	PITNEY BOWES SENDPRO Mail Center P3000 Sending Solution (2 mail machines)	2	\$21,140.48	\$42,280.96
1b	Quarterly Meter Rental ONE (4 quarters x 1 meter rental x \$ / quarter)	12	\$302.76	\$3,633.12
1c	Quarterly Meter Rental TWO (4 quarters x 1 meter x \$ / quarter)	12	\$302.76	\$3,633.12
1.1	Pitney Ship Pro			
1.1a	Pitney Ship Pro Analytics 360 Tier 1	12	\$130.50	\$1,566.00
	ADDED: Activation for Mail Center (one-time cost)	2	\$847.38	\$1,694.76
1.1b	Label Printers *Mid Volume Label Printers	3	\$917.85	\$2,753.55
	ADDED: Bluetooth Dimensioner (OPTIONAL)	1	\$1,500.75	\$1,500.75
1.1c	Tethered Scanners	2	\$497.64	\$995.28
1.1d	100 LB Scales	2	\$991.80	\$1,983.60
	ADDED: Graphic Display for scales (OPTIONAL)	2	\$120.93	\$241.86
1.1e	DELETE			

1.1f	Training (16 DAYS)	16	\$1,395.00	\$22,320.00
1.2	Pitney Track Inbound			
1.2a	Pitney Track Inbound Tracking (one-time cost)	2	\$147.90	\$295.80
1.2b	Wireless Wedge Scanners	1	\$1,887.90	\$1,887.90
1.2c	Wireless Mobile Scanners/Inbound Tracking Assistant WIFI	4	\$1,217.13	\$4,868.52
	ADDED: Single Shot Cradle Charger (OPTIONAL)	1	\$521.13	\$521.13
	ADDED: 5-Bay Cradle Charger (REQUIRED)	1	\$1,391.13	\$1,391.13
1.2d	Signature Pads	2	\$1,987.95	\$3,975.90
1.2e	Monthly Subscription (billed quarterly)	4	\$390.63	\$1,562.52
1.2f	Training (1day)	1	\$1,395.00	\$1,395.00
1.2g	ANNUAL SERVICE LEVEL AGREEMENT (SLA)			
1.2h	Maintenance, Service and Support during regular business hours from 7:45 AM CT – 4:30 PM CT	1	INCLUDED	INCLUDED
1.2i	Maintenance, Service and Support between after service hours of 4:31 PM CT and 7:44 AM CT, Monday through Friday or on weekends or City recognized holidays	1	\$436.00	\$436.00
	INITIAL 12 MONTHS - PURCHASE OPTION COSTS (INCLUDES 1a - 1.2i AND 1.9a ONE-TIME PURCHASE OF LOCKERS):		\$119,852.46	
1.3	Purchase Option - RENEWAL YEAR 1			
1.3a	PITNEY BOWES SENDPRO Mail Center P3000 Sending Solution (2 mail machines)	2	\$0.00	\$0.00

1.3b	Quarterly Meter Rental ONE (4 quarters x 1 meter rental x \$ / quarter)	4	\$302.76	\$1,211.04
1.3c	Annual Equipment Maintenance (billed semi-annually, in arrears)	1	\$2,093.60	\$2,093.60
13d	Quarterly Meter Rental TWO (4 quarters x 1 meter x \$ / quarter)	4	\$302.76	\$1,211.04
1.3e	Annual Equipment Maintenance (billed semi-annually, in arrears)	1	\$2,093.60	\$2,093.60
1.4	Pitney Ship Pro			
1.4a	Pitney Ship Pro	1		
	ADDED: Pitney Analytics (REQUIRED)	1	INCLUDED	INCLUDED
1.4b	Label Printers *Mid Volume Label Printers	3	\$0.00	\$0.00
	ADDED: Bluetooth Dimensioner (OPTIONAL)	1	\$1,500.75	\$1,500.75
1.4c	Tethered Scanners	2	\$0.00	\$0.00
1.4d	100 LB Scales	2	\$0.00	\$0.00
	ADDED: Graphic Display for scales (OPTIONAL)	2	\$126.00	\$252.00
1.4e	Annual Equipment Maintenance	1	\$3,143.20	\$3,143.20
1.4f	Monthly Subscription (billed quarterly)	12	\$793.63	\$9,523.56
1.4g	DELETE			
1.5	Pitney Track Inbound			
1.5a	Pitney Track Inbound	1	INCLUDED	INCLUDED
1.5b	Wireless Wedge Scanners	2	\$0.00	\$0.00
1.5c	Wireless Mobile Scanners	2	\$0.00	\$0.00
	ADDED: Single Shot Cradle Charger (OPTIONAL)	1	\$521.13	\$521.13
	ADDED: 5-Bay Cradle Charger (OPTIONAL)	1	\$0.00	\$0.00
1.5d	Signature Pads	2	\$0.00	\$0.00

1.5e	Annual Equipment Maintenance (billed semi-annually, in arrears)	1	\$3,143.20	\$3,143.20
1.5f	Monthly Subscription (billed quarterly)	12	\$793.63	\$9,523.56
1.5g	DELETE			
1.5h	ANNUAL SERVICE LEVEL AGREEMENT (SLA)			
1.5i	Maintenance, Service and Support during regular business hours from 7:45 AM CT – 4:30 PM CT	1	INCLUDED	INCLUDED
15j	Maintenance, Service and Support between after service hours of 4:31 PM CT and 7:44 AM CT, Monday through Friday or on weekends or City recognized holidays	1	\$436.00	\$436.00
	RENEWAL OPTION YEAR 1 (12 MONTHS) - PURCHASE OPTION COSTS (INCLUDES 1.3a - 1.5j AND 1.9b and 1.9c):		\$34,639.96	
1.6	Purchase Option - RENEWAL YEAR 2			
1.6a	PITNEY BOWES SENDPRO Mail Center P3000 Sending Solution (2 mail machines)	2	\$0.00	\$0.00
1.6b	Quarterly Meter Rental ONE (4 quarters x 1 meter rental x \$ / quarter)	4	\$302.76	\$1,211.04
1.6c	Annual Equipment Maintenance (billed semi-annually, in arrears)	1	\$2,093.60	\$2,093.60
1.6d	Quarterly Meter Rental TWO (4 quarters x 1 meter x \$ / quarter)	4	\$302.76	\$302.76
1.6e	Annual Equipment Maintenance (billed semi-annually, in arrears)	1	\$2,093.60	\$2,093.60
1.7	Pitney Ship Pro			
1.7a	Pitney Ship Pro	1	\$0.00	\$0.00
	ADDED: Pitney Analytics (REQUIRED)	1	\$0.00	\$0.00

1.7b	Label Printers *Mid Volume Label Printers	3	\$0.00	\$0.00
	ADDED: Bluetooth Dimensioner (OPTIONAL)	1	\$0.00	\$0.00
1.7c	Tethered Scanners	2	\$0.00	\$0.00
1.7d	100 LB Scales	2	\$0.00	\$0.00
	ADDED: Graphic Display for scales (OPTIONAL)	2	\$0.00	\$0.00
1.7e	Annual Equipment Maintenance (billed sei-annually, in arrears)	1	\$3,143.20	\$3,143.20
1.7f	Monthly Subscription (billed quarterly)	12	\$793.63	\$9,523.56
1.7g	DELETE			
1.8	Pitney Track Inbound			
1.8a	Pitney Track Inbound	1	INCLUDED	INCLUDED
	Unit Cost			
	Extended Price			
1.8b	Wireless Wedge Scanners	1	\$0.00	\$0.00
1.8c	Wireless Mobile Scanners	4	\$0.00	\$0.00
	ADDED: Single Shot Cradle Charger (OPTIONAL)	1	\$0.00	\$0.00
	ADDED: 5-Bay Cradle Charger (OPTIONAL)	1	\$0.00	\$0.00
1.8d	Signature Pads	2	\$0.00	\$0.00
1.8e	Annual Equipment Maintenance (billed semi-annually, in arrears)	1	\$3,143.20	\$3,143.20
1.8f	Monthly Subscription (billed semi-annually, in arrears))	12	\$793.63	\$9,523.56
1.8g	DELETE			
1.8h	ANNUAL SERVICE LEVEL AGREEMENT (SLA)			
1.8i	Maintenance, Service and Support during regular business hours from 7:45 AM CT – 4:30 PM CT	1	INCLUDED	INCLUDED

1.8j	Maintenance, Service and Support between after service hours of 4:31 PM CT and 7:44 AM CT, Monday through Friday or on weekends or City recognized holidays	1	\$436.00	\$436.00
	RENEWAL OPTION YEAR 2 (12 MONTHS) - PURCHASE OPTION COSTS (INCLUDES 1.6 - 1.8j AND 1.9b and 1.9c):		\$34,639.96	
1.9	Optional Lockers			
1.9a	OPTIONAL: Intelligent Locker Solutions	1	\$23,179.30	\$23,179.30
1.9b	OPTIONAL: Annual Equipment Maintenance for Intelligent Locker Solutions	1	\$1,029.60	\$1,029.60
1.9c	OPTIONAL: MONTHLY SUBSCRIPTION for Intelligent Locker Solutions	4	\$307.89	\$1,231.56
	TOTAL ANNUAL COSTS FOR MAINTENANCE AND SUBSCRIPTION ONLY:		\$2,261.16	
	TOTAL COST FOR RENEWAL YEAR 2 (12 MONTHS):		\$34,639.96	
2	SIXTY MONTH LEASE OPTION			
2a	DELETED			
2b	DELETED			
2c	DELETED			
2d	DELETED			
2e	DELETED			
2f	DELETED			
2g	DELETED			
2h	DELETED			
2i	DELETED			
2j	DELETED			
2k	DELETED			
2l	DELETED			
2m	DELETED			
2n	DELETED			
2o	DELETED			
2p	DELETED			
2q	DELETED			
2r	DELETED			
2s	DELETED			

3	*NOT INCLUDED AS PART OF CONTRACT Consumables (Consumables are excluded from the lease pricing but will be purchased pursuant to this Request for Offer.)			
3a	Item # 793-5 Red Ink Cartridge, 35 ml	10	\$91.29	\$91.29
3b	Item # 608-0 E-Z Seal Sealing Solution, 4-Half Gallon Bottles and 1 pour spout per box	2	\$82.99	\$165.98
3c	Item # 613-H Self-Adhesive Postage Tape Rolls – 3 Rolls per box	1	\$132.79	\$132.79
	ADDED: Box of Certified Mail Envelopes	1	\$59.15	\$59.15

ATTACHMENT B

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM
ATTACHED AS A SEPARATE DOCUMENT.**

ATTACHMENT C

**ATTACHMENT C – STATEMENT OF WORK
ATTACHED AS A SEPARATE DOCUMENT.**

**INFORMATION TECHNOLOGY SERVICES DEPARTMENT DOCUMENT THIRD
PARTY VENDOR IT SECURITY QUESTIONNAIRE V4 CLOUD AWS
ATTACHED AS A SEPARATE DOCUMENT.**

ATTACHMENT D

All applicable terms and conditions of the Cooperative Purchasing Contract number Texas Smart Buy # 985-C1 Mailroom Equipment and Supplies and Participating Addendum to NASPO ValuPoint Master Agreement No. CTR058808 between Pitney Bowes Inc. and Texas Comptroller of Public Accounts (collectively, the “cooperative contract”).

Attachment D-1 – Participating Addendum to NASPO ValuPoint Master Agreement No. CTR058808 between Pitney Bowes Inc. and Texas Comptroller of Public Accounts

Attachment D-2 – NASPO ValuePoint Master Agreement No. CTR058808

Attachment D-3 – On-Demand Subscription Services Agreement

Attachment D-4 – SendTech US Sales-Lease Internet Terms

ATTACHED AS A SEPARATE DOCUMENTS