5

SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT # 44102100-17-1 WITH PITNEY BOWES, INC. FOR MAIL PROCESSING SERVICES

BID #: PSC-0379-23 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH FEBRUARY 19, 2027

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback off State of Florida Contract # 44102100-17-1 with Pitney Bowes, Inc. for Mail Processing Equipment. Total estimated expenditure amount not-to-exceed $85,000.00. Period of service shall be from date of contract execution through February 19, 2027.

Funding for this award shall be encumbered by using the below account and executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s).

Funding Source: 52101.116202.544050.000000.00000000.00000.0000000

ATTACHMENTS: Recommendation Memo, Risk Mgt. Approval, Supplier Letter & Quote, Piggyback Contract

ANALYST: _____
Corey Sidlo

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DUSTIN FREEMAN, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

To: Dustin Freeman, Division Chief, Procurement Division

From: Corey Sidlo, Purchasing Analyst CS

Date: April 26, 2023

Subject: PSC-0379-23 Piggyback State of Florida Contract # 44102100-17-1 with Pitney Bowes, Inc. for Mail Processing Equipment

The Procurement Division requests approval to piggyback off the State of Florida Contract # 44102100-17-1 with Pitney Bowes, Inc. for Mail Processing Equipment. Total estimated expenditure amount not-to-exceed $85,000.00.

Period of service will align with the subject expiration date, and take effect from date of contract execution through February 19, 2027.

Funding for this award shall be encumbered by using the below account and executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s).

Funding Source: 52101.116202.544050.000000.00000000.00000.0000000

Thank you for your assistance and consideration in this matter.

CC: Senior Manager of Procurement Services
Procurement Division

Sidlo, Corey

From: Flynn, Tracy
Sent: Thursday, May 25, 2023 10:38 AM
To: Kekec, Nihal; Wallen, Magnus
Cc: Sidlo, Corey; Waremburg, Robert; RiskReview
Subject: RE: PSC-0379-23 PIGGYBACK STATE OF FLORIDA CONTRACT # 44102100-17-1 WITH PITNEY BOWES, INC. FOR MAIL PROCESSING SERVICES
Attachments: Exhibit A - Indemnification.docx; Exhibit B - Insurance Requirements.docx

Importance: High

Good Morning,

Apologies for the delay in this response.

The contract/RFP provided is acceptable to Risk provided the attached exhibits are included in the RFP either in the Body or as exhibits to address indemnification and insurance requirements.

Please let me know if you need anything else or have any questions.

Regards,

Tracy A. Flynn
Chief of Risk Management
Finance and Administration Department
City of Jacksonville
117 W. Duval St., Suite 335
Jacksonville, FL 32202-3381
tflynn@coj.net
P: 904-255-5310
C :904-465-3517

Please note that under Florida's very broad public records law, email communications to and from City officials are subject to public disclosure.

From: Kekec, Nihal <NKekec@coj.net>
Sent: Wednesday, May 24, 2023 10:49 AM
To: Wallen, Magnus <MWallen@coj.net>
Cc: Sidlo, Corey <CSidlo@coj.net>; Waremburg, Robert <RWaremburg@coj.net>; Flynn, Tracy <TFlynn@coj.net>
Subject: FW: PSC-0379-23 PIGGYBACK STATE OF FLORIDA CONTRACT # 44102100-17-1 WITH PITNEY BOWES, INC. FOR MAIL PROCESSING SERVICES

Good morning Magnus,

I called Ms. Tracy but found that she is out of office until May 30th .

We are waiting risk management approval since April 26 above subject bid. Can you or someone expedite this and review for our documents?

pitney bowes

Proposal for:

City of Jacksonville

Prepared by:
Dean Merriott
Major Account Manager
Pitney Bowes

April 11, 2023

Notice of confidentiality

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The responses provided herein are intended for discussion purposes and nothing contained herein is intended as a binding agreement, which can only be reached by a written agreement entered into by the parties. The information contained in this document and the solution proposed by Pitney Bowes (PB) is proprietary and confidential to PB. These materials can be used solely for the purpose of evaluating a possible transaction between PB and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of PB.

April 11, 2023

Nihal Kekec
Mail Center Manager
City of Jacksonville
117 W DuVal St Ste M165
Jacksonville, FL 32002

Dear Nihal,

Thank you for the opportunity to continue our partnership and review the following proposal with you. Pitney Bowes is committed to providing City of Jacksonville an innovative and fully integrated solution to meet your business needs.

At Pitney Bowes, our focus is to provide our clients with the necessary tools to meet their dynamic sending challenges. We are passionate about what we do, but more importantly, how we do it. Our experience, resources, and support infrastructure surrounding our solutions are the strongest in the industry. However, the true cornerstone to our success is you. Your feedback and input to our solution is paramount to our mutual success.

Our recommendation is based on the needs you and your team have outlined in our conversations. We are confident you'll agree that our team is not only providing an innovative approach to help meet your goals, but is also setting the stage for future growth and flexibility in utilizing the best practices we've learned in the mailing and shipping market.

We greatly appreciate your consideration and look forward to working with you.

Sincerely,

Dean Merriott
Major Account Manager

(904) 673-2411
dean.merriott@pb.com

Executive Summary

Current situation

In the last 12 months, the City of Jacksonville has processed over 392,208 pieces of USPS mail.
The Mail Center has processed hundreds of Certified Mail Pieces each month, very manual process of scanning each piece of Electronic Certified Mail one at a time to process the item.
Most of the Certified Mail is coming from a few departments within the City.
FedEx is the ground and overnight carrier used for packages and expedited accountable mail.

Current Challenges

- FedEx rates are higher that Commercial USPS rates.
- The manual time is takes to process Electronic Certified Mail is very large.
- Need accounting code changes in 2023.
- Several departments have their own FedEx account and process packages outside of the Mail Center, making accountability of these charges more difficult.
- Multiple FedEx accounts within the City.
- Need to have a solution that includes all of the City of Jacksonville.

Recommendation

- Pitney Ship Multi-carrier cloud solution
- 50 user access to desktop shipping
- Replace the existing mailing units with the latest versions.
- Includes USPS, UPS, FedEx and Same Day Delivery Rates at the mailing machines for eacy rate shopping.
- SendPro Analytics and Inview accounting to manage and track all accountable mail and shipments.
- Ship Request to take the final rating decision away for end user and let the Mail Center make those decisions.
- Single sign on for application so users are tracked and only valid users can access the system.

Business Impact

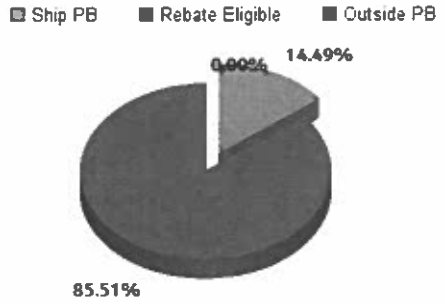
- Take advantage of USPS Commercial pricing, savings up to 40% on Priority Mail
- Empower employees to make the right decision on every item they send by providing cost comparison based on weight, destination, and delivery date.
- Reduce postage expenses where ever possible.

Current Spend

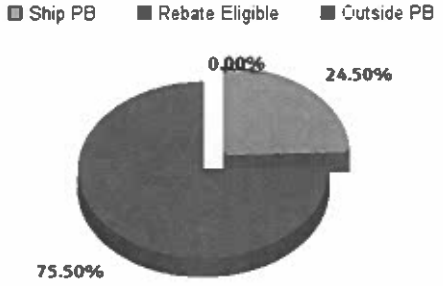
Mail Volumes from 4-2022 to 3-2023 (12 active months)

Mail Class	Total Pieces	Total Postage	Average Piece Price
First-Class Mail® Letters	84247	$369,456.01	$4.39
First-Class Mail® Flats	9856	$18,904.49	$1.92
First-Class Package Service - Retail™	3	$17.85	$5.95
Priority Mail®	214	$2,313.25	$10.81
Priority Mail Express®	0	$0.00	$
Package Services	2446	$9,038.12	$3.70
International	323	$447.68	$1.39
Certified Mail® Service	6	$55.65	$9.28
First-Class Mail® Automation Letters and Flats	290994	$148,263.55	$0.51
First-Class Mail® Presort Letters and Flats	0	$0.00	$
USPS Marketing Mail Automation - Incl. Non Profit if Applicable	0	$0.00	$
USPS Marketing Mail Presort - Incl. Non Profit if Applicable	0	$0.00	$
Key In Postage - Not run through a class or category	3978	$3,399.36	$0.85
Zero Postage - Usually for seal only or permit projects	0	$0.00	$
Others	0	$0.00	$
Total Mailing for Period 4-2022 to 3-2023	**392206**	**$552,035.88**	**$1.41**
Whereof Rebate Eligible (See details)	2649	$11,327.55	$4.28
Total Shipping & Rebate Eligible	3097	$11,327.55	$3.66
Shipping Volume Outside PB	0	$0.00	$7.00

Shipping Split Piece Count



Shipping Split Postage Value



BPN Shipping Data (04/13/2022 - 04/07/2023) / **SPO** High Ship Export Full Data

Active Licenses **# Users: 2 # Cost Accounts: 31**

Product/Subscription	User	Last Transaction	Activation Date	Plans
SPO (57182692)	amaksimovic@coj.net	04/07/2023	09/30/2021	i
SPO (57182692)	dantley@coj.net	04/07/2023	09/06/2018	i
SPO (57182692)	igade@coj.net	04/07/2023	09/30/2021	i
SPO (57182692)	nkekec@coj.net	04/07/2023	09/30/2021	i

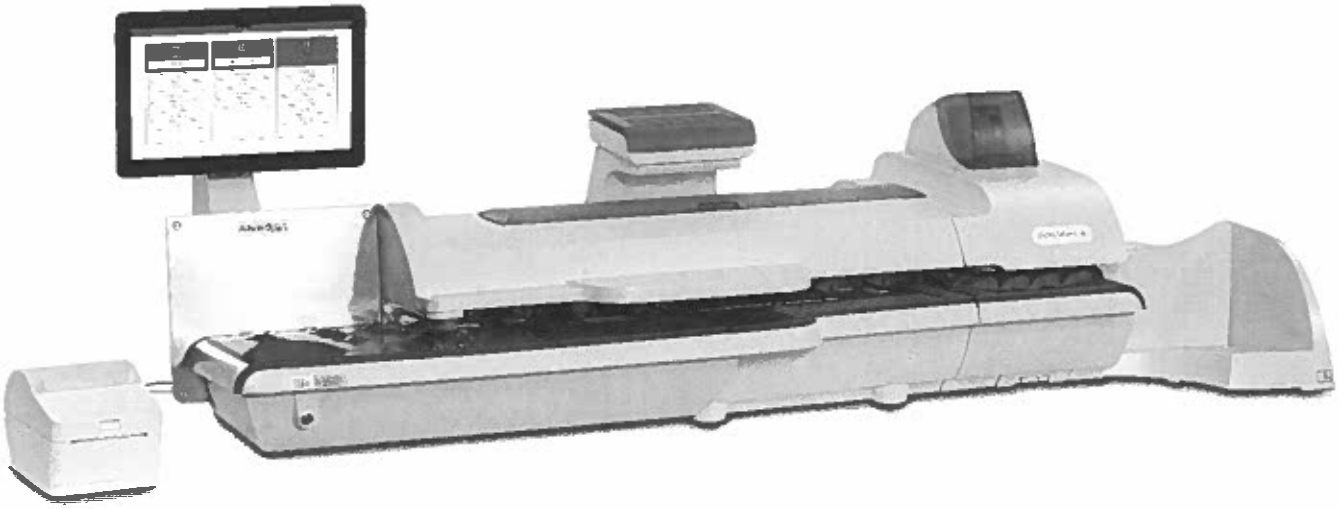
Carrier	Class	Total Pieces	Total Carrier Spend	Average Piece Price
FedEx	FedEx 2Day®	7	$ 100.92	$ 14.42
FedEx	FedEx 2Day® A.M.	1	$ 7	$ 7
FedEx	FedEx Express Saver®	12	$ 125.22	$ 10.43
FedEx	FedEx Ground®	330	$ 1693.38	$ 5.13
FedEx	FedEx Priority Overnight®	87	$ 1451.7	$ 16.69
FedEx	FedEx Standard Overnight®	11	$ 277.27	$ 25.21
Total for Period 04/13/2022 - 04/07/2023		**448**	**$3,655.49**	**$8.16**

* First Class Mail: Parcels and Packages only. No letter mail is included in the totals
** Other: Parcels and Packages not assigned a class of service

Option 1

- Replace the existing non complaint meter with the new Mail Center 3000.
- Convert from Inview accounting to Pitney Analytics for departmental accountability.
- Continue using Electronic Certified Mail with the green label and process these in the mail room.
- Update the shipping application to SendPro Online for generating commercial rate labels for priority mail packages.
- Process FedEx at the mail center for tracking and accountability

SendPro® MailCenter3000 mailing & shipping system



Mailing Solutions | SaaS Shipping Solutions | Lockers & Receiving Solutions | Business Communication Automation | Financial Services | Client Enablement Services

Key features

- Simplify all your sending processes by integrating mailing and shipping into a single solution.
- Weigh-on-the-Way module accurately rates mail based on the weight and dimensions of each envelope at speeds up to 205 letters per minute.
- Minimize interruptions with proven self-aligning, reverse separation technology.
- Accurately weigh envelopes and packages with an integrated weighing options
- Gain access to the same shipping capabilities at your desktop PC with PitneyShip™ , powered by the Shipping 360™ platform
- For letter mail, the SendPro MailCenter 3000 will seal and print postage for mail up to 3/4" thick at up to 310 letters per minute.
- Open or Closed-flap sealing for envelopes up to 3/4" thick with advanced pump-fed pad, complete with moisture adjustments at a job-level.
- Print return addresses, envelope graphics or marketing messages at the same time it prints indicia
- Multicarrier shipping makes it easy to compare services and costs for USPS, FedEx® and UPS®, access special discounted rates and track shipments and spend all in one place.
- Complies with all current USPS® regulations including Intelligent Mail Indicia® (IMI)*, Dimensional Weighing® (DIM) and Intelligent Mail Package Barcode® (IMpb) when using compliant trackable label.

PitneyAnalytics™ data visualization software

Mailing Solutions | SaaS Shipping Solutions | Lockers & Receiving Solutions | Business Communication Automation | Financial Services | Client Enablement Services

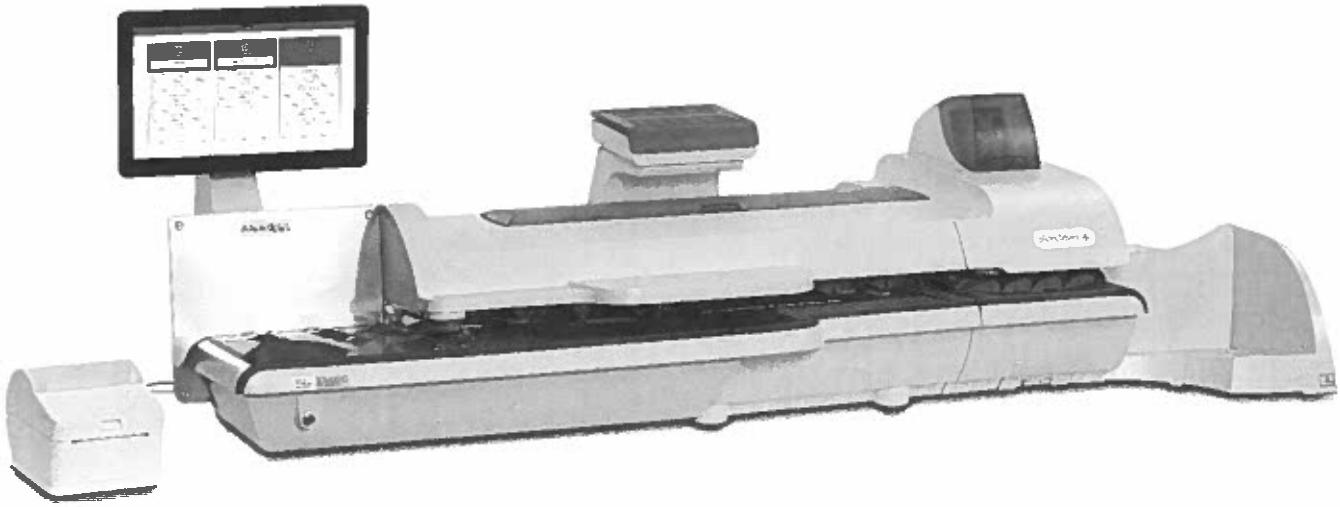
Key features

- Get unprecedented visibility into enterprise-wide Mailing, Shipping, and Receiving operations in a single organized view.
- Identify spend patterns to quickly act on ways to reduce overspending.
- Gain deep insights about spending for each of your locations and easily identify spikes and anomalies.
- Drill down reports upto 8 levels to get a fine grained structured view of your spend.
- Understand the savings done through Pitney Bowes' products and benefit from recommendations for additional savings.
- Comprehensive visualizations through charts and reports provide confidence to the decisions you need to make.
- Slice and compare your data with multipe pre-defined & customizable options.
- Set favorite reports and create schedules to get reports in your inbox.

Option 2

- Replace the existing non complaint meter with the new Mail Center 3000.
- Convert from Inview accounting to Pitney Analytics for departmental accountability.
- Utilize Pitney Ship pro throut the City of Jacksonville to allow desktop users the ability to generate eRR cover pages for certified mail, eliminating all the manual labor in the mail room.
- Provide tracing and signatures back to the users in a timely fashion.
- Desktop shipping using either ship request or generating a shipping label for approved users.
- All Final processing of FedEx done in the mail center for rating and processing, insuring better accountability.
- Eliminate multiple FedEx accounts and manual labels being used today.
- Eliminate address correction fees and other accessorial fees that you were not expecting.
- Rate shop the total cost, not just the base rate for packages, This reduces cost for the City.
- Pitney Ship Pro has special lower rating that you can get anywhere else. These rates save clients hundreds of dollars every month in mailing and shipping cost. Only available in Pitney Ship Pro.
- Accurately measure dimensional rating packages using the Express tape.

SendPro® MailCenter3000 mailing & shipping system



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- Multicarrier shipping makes it easy to compare services and costs for USPS, FedEx® and UPS®, access special discounted rates and track shipments and spend all in one place.
- Complies with all current USPS® regulations including Intelligent Mail Indicia® (IMI)*, Dimensional Weighing® (DIM) and Intelligent Mail Package Barcode® (IMpb) when using compliant trackable label.

PitneyShip™ Pro Shipping Software

Mailing Solutions

SaaS Shipping Solutions

Lockers & Receiving Solutions

Business Communication Automation

Financial Services

Client Enablement Services

Key features

- Centralize shipping and mailing across your organization on one interface.
- Enable all senders to access special savings, compare rates, and find the ideal carrier for every shipment.
- Establish corporate guidelines for self-service shipping throughout your organization.
- Unburden your IT department and eliminate unnecessary costs with cloud-based software and single sign on functionality.
- Compare rates and delivery options across multiple carriers side-by-side. View accurate information regarding savings, landed costs, delivery date and time.
- Seamlessly access National, Regional, Local and Same-Day Delivery services including UPS®, FedEx®, USPS®, DHL, LSO®, Deliv and more.
- Whether you have two locations or 200, unlock new cost saving opportunities by tracking all enterprise-wide activity and spend.
- Monitor the status of all shipments and gain complete visibility into carrier performance.
- Instead of wasting time and resources with manual cost entry, PitneyShip Pro automates accounting to remove the complexity and risk by capturing all costs with a single tool.
- Complies with all current USPS® regulations including Intelligent Mail Indicia® (IMI), Dimensional Weighing® (DIM) and Intelligent Mail Package Barcode® (IMpb) when using compliant trackable label.

PitneyAnalytics™ data visualization software

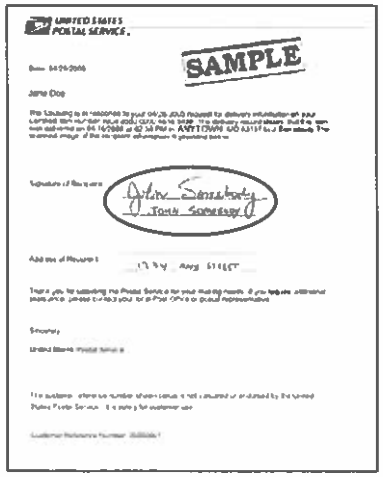
Mailing Solutions | SaaS Shipping Solutions | Lockers & Receiving Solutions | Business Communication Automation | Financial Services | Client Enablement Services

Key features

- Get unprecedented visibility into enterprise-wide Mailing, Shipping, and Receiving operations in a single organized view.
- Identify spend patterns to quickly act on ways to reduce overspending.
- Gain deep insights about spending for each of your locations and easily identify spikes and anomalies.
- Drill down reports upto 8 levels to get a fine grained structured view of your spend.
- Understand the savings done through Pitney Bowes' products and benefit from recommendations for additional savings.
- Comprehensive visualizations through charts and reports provide confidence to the decisions you need to make.
- Slice and compare your data with multipe pre-defined & customizable options.
- Set favorite reports and create schedules to get reports in your inbox.

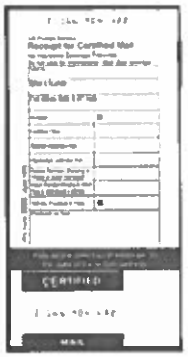
pitney bowes

e-Certified Electronic Return Receipt



pitney bowes

Current Manual Certified Return Receipt Process

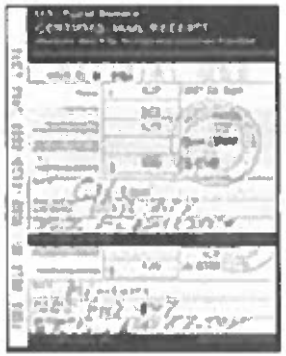


USPS Supplied

Apply forms to front and back of envelope

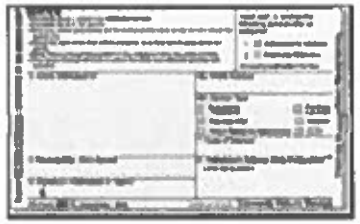
UNITED STATES POSTAL SERVICE.

Drive to Post Office



Round date stamp at Post Office

File Certified receipt



Receive Return Receipt back from USPS

or

File Return receipt

Scan Green Card and upload to Host

pitney bowes

Background Of Electronic Green Card

- The US Congress passed the Uniform Electronic Signature Act back in 2000.

  http://www.ncsl.org/IssuesResearch/TelecommunicationsInformationTechnology/UniformElectronicTransactionsActs/tabid/13484/Default.aspx

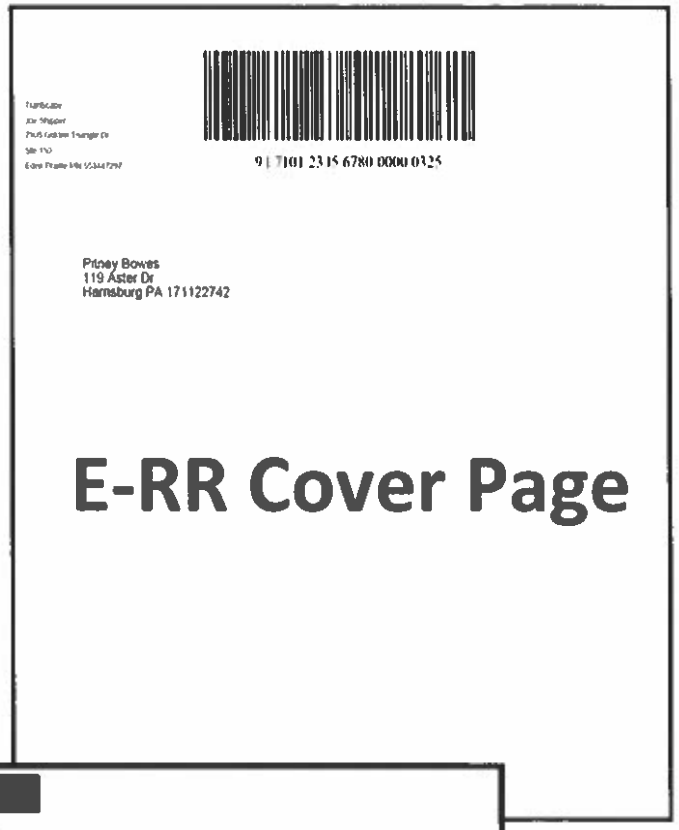
- The Post Office introduced the Electronic Green Card in 2003. The USPS's position on Electronic Green Card is that it is an equivalent method for proof of a captured signature for delivery of certified mail.

- Pitney Bowes developed and received approval from USPS to market our automated solutions having met all USPS label and electronic file exchange specifications at the end of 2003. For the past 8 years, Pitney Bowes has been producing Electronic Green Card files for our customers who use the service.

pitney bowes

Cover Page/Envelope Sample

- SendSuite automatically prints Certified Cover Page with Certified Barcode, Return and Delivery Addresses.
  - A data merge can additionally be performed to generate the entire document
- Cover page is combined with other contents and inserted in the USPS approved double window envelope with pre-printed Certified green bar (standard #10, 6 x 9, 9 x 12)



E-RR Cover Page

Finished E-Certified Mail Piece

pitney bowes

Return Receipt electronic PDF

- File returned to SPE history file for storage and printing (Cloud Based)
- Certified Tracking Number is matched with data from SendSuite™
- Signers name and signature is displayed
- Tracking is completed and Closed Loop System

A reference number can be added during eRR processing to represent docket number, case number, cost center, client matter number, etc.
That number will then be included in the electronic return receipt. You can use this to search for Returned Receipts later.

UNITED STATES POSTAL SERVICE.

SAMPLE

Date: 04/28/2005

Jane Doe

The following is in response to your 04/28/2005 request for delivery information on your Certified item number 7004 0550 0000 4615 5430. The delivery record shows that this item was delivered on 04/16/2005 at 02:38 PM in ANYTOWN, MO 63197 to J Somebody. The scanned image of the recipient information is provided below

Signature of Recipient: John Somebody
JOHN SOMEBODY

Address of Recipient: 1234 ANY STREET

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 00000001

pitney bowes

Refused Certified with eRR tracking

USPS - Track & Confirm

Page 1 of 1

UNITED STATES POSTAL SERVICE

Home | Help

Track & Confirm

Track & Confirm

Search Results

Label/Receipt Number: 7115 6364 5311 1111 5736
Detailed Results:

- Delivered, January 10, 2007, 7:42 am, HOUSTON, TX 77052
- Notice Left, January 10, 2007, 7:42 am, HOUSTON, TX 77052
- Arrival at Unit, January 10, 2007, 7:41 am, HOUSTON, TX 77002
- Unclaimed, January 06, 2007, 8:06 am, TECUMSEH, OK
- Notice Left, December 20, 2006, 12:56 pm, TECUMSEH, OK 74873
- Electronic Shipping Info Received, December 18, 2006

< Back

Return to USPS.com Home >

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. Go >

POSTAL INSPECTORS Preserving the Trust

site map contact us government services jobs National & Premier Accounts

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Notice Detail tracking from Creation to Return. Delivery Status

pitney bowes

Shipping

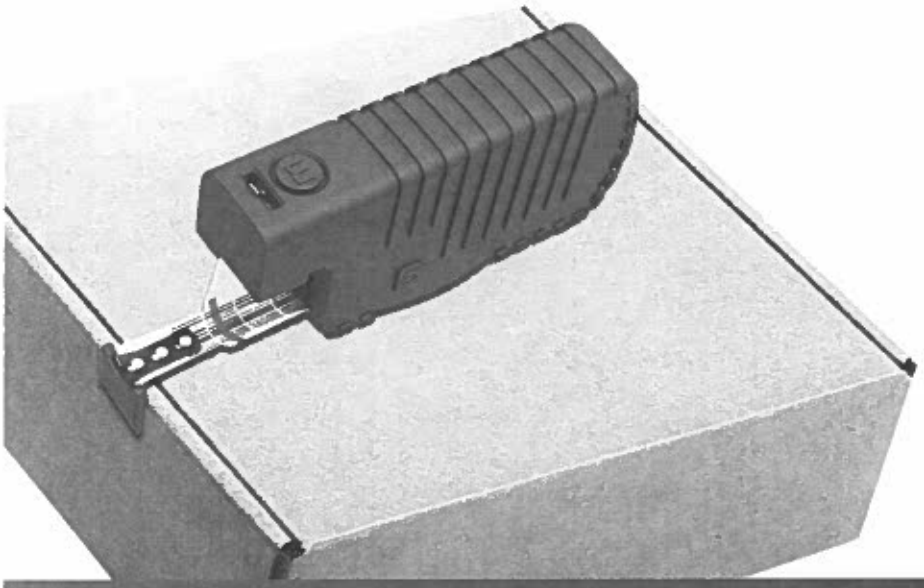
A new dimension in accuracy.

Get exact measurements and accurate shipping rates with the click of a button.

Eliminate unexpected shipping chargebacks with a single click. Cubetape, the ingenious Bluetooth parcel dimensioner, measures parcels with an accuracy of one millimeter to determine the correct dimensional weight. Cubetape integrates with SendPro® Enterprise to eliminate guesswork—saving you time and effort. Portable, pocket-sized and easy to use, this dual-purpose device captures more accurate dimensions right out of the box.

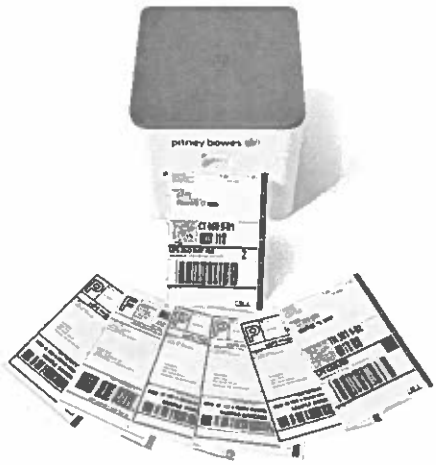
Cubetape checks all the right boxes.

- Simple to operate
- Eliminates guesswork
- Fits in the palm of your hand
- Saves measuring time
- Captures accurate dimensions
- Transfers data automatically
- Helps save money



Use Cubetape like a conventional tape measure or as a wireless barcode scanner to capture ship-to information from a ship request form—saving time from manual data entry. It also works with SendSuite Tracking inbound package receiving software so you can retrieve the tracking number and carrier information with a single scan.

For more information, visit us online: pitneybowes.com/us/spe



Trust Pitney Bowes.
For more than 100 years, Pitney Bowes has been the trusted leader in mailing, shipping, and commerce. We help our customers become more productive and profitable through innovative solutions, delivery guarantees, consolidated payment options and access to deeper discounts.

For more information, contact your Sales representative.

One device for your shipping and mailing needs.

Using PitneyShip® Pro software, print shipping labels and first-class stamps right from one compact device, saving you space by eliminating the need for extra equipment.

Never go to the Post Office or carrier store

PitneyShip Cube is the only solution that allows you to weigh, print, ship, and track from the comfort of your home or office for packages and letter mail.

Automatically weigh packages

No need for a separate scale. Accurately capture weights up to 15lbs using the built-in scale.

No ink, no tearing

Never buy ink to ship again with thermal printing technology. Automatic label cutter ensures a clean label cut every time—no accidental tears, misprints, or label jams.

Save big on shipping

Access the best discounted rates available from the USPS® and UPS® with no minimum volume requirements.

Saves Space

Integrated, wireless design means no extra equipment, wires or space is needed for you to ship. Clam-shell design holds labels inside the device, saving space on your desk or counter.

Specifications	
Dimensions	7" length x 7" width x 7" height
Resolution	300dpi
Connectivity	Wi-Fi enabled. Print from iOS 13 & above or Android 8.0 & above mobile applications.
USB printing	Windows (10 and newer), Mac (10.15 and newer)
Media	Can be used with any 4"x 6" label roll. To print stamps, it is required to use the Pitney Bowes label roll due to USPS requirements.

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Financial Overview: Lease Option

Solution Option 1 Recommendations

- SendPro® MailCenter3000 mailing & shipping system
- PitneyAnalytics™ data visualization software
- PitneyShip™ Pro Shipping Software

Option 1 Lease Investment Summary	Valid until: 7/30/2023
Hardware and software as described above	Included
Maintenance, rate updates, and support	Included
Freight, delivery, and installation	Included

60 Months

$877.96

Solution Option 2 Recommendations

- SendPro® MailCenter3000 mailing & shipping system
- PitneyAnalytics™ data visualization software
- PitneyShip™ Pro Shipping Software

Option 2 Lease Investment Summary	
Hardware and software as described above	Included
Maintenance, rate updates, and support	Included
Freight, delivery, and installation	Included

60 Months

$1,412.79

Cost savings tips for your mail.

Make sure your mail piece is automation compatible.

- Consult with your Mail Design Professional Certified PBPS Customer Service Manager when designing new mail pieces.
- Non-automation compatible pieces may qualify for reduced discounts.

Make sure your addresses are accurate and up to date.

- This will reduce the amount of your return mail and saves on remailing costs.
- Accuracy improves cash flow.

Envelopes

- Do not print your return address in the OCR read area. The OCR may read the return address instead of the delivery address and mail the piece back to you.
- Make sure the barcode clear zone on the envelope is clear of any print.
- If you are using colored envelopes and the mail is not pre-barcoded in the address block, make sure there is a white space in the lower right corner of the envelope 5/8" from the bottom and 4 3/4" from the right hand side.
- Avoid envelopes with a glossy finish.
- Standard envelopes can cost 20% less than custom made envelopes.
- Do not use clasps, staples etc... to fasten envelopes.

Convert flats to letters.

- Fold all 1 and 2 ounce flats into a 6" X 9" envelope and save 50% or more in postage. Remember the .009 inch or less thickness requirement for the envelope.
- Use lighter weight paper and consider duplex printing.

Move to standard rates

- If you have mail pieces that do not have to go First-Class Mail® and qualify for Standard rates, then send them out as Standard Mail.

Standard Mail

- Plan ahead to take into account the change in delivery standards. Average national delivery can be as long as 12 days.
- Receive Destination Entry Discounts when mail is transported to the destination USPS® entry point closest to its final destination.
- Postage "same" for like-shape pieces ≤ 3.3 oz.
- Maximize value of envelope with relevant inserts.

Householding

- Don't mail multiple letters to the same person or address if you can combine them into one mailing.

Mailing equipment

- Make sure that your mailing machines are working well and your scales are calibrated.

For more information, visit us online: pitneybowes.com

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Get control of your shipping spend with an easy-to-use, integrated solution.

Dimensional weight rates are complicated, and chargebacks for errors can negatively impact your bottom line. So it makes good sense to pair Cubetape with SendPro® Enterprise. Together, they not only eliminate guesswork and manual errors, but also optimize your shipping costs by using the correct dimensions to determine the accurate rate for every package.

Do more with SendPro Enterprise.

Cubetape meets requirements for all carriers that require dimensional rating elements to be entered. Dimensions auto-populate into SendPro Enterprise for easy comparison of costs by carrier. Precise calculations assure that your billing and chargeback data is correct.

Robust and reliable.

Built with high-quality electronics and protected by a durable rubber cover, Cubetape is virtually maintenance free. Minimal operator training is required. A USB charging station and device cradle are included.

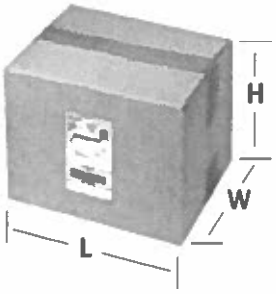
Dimensional (DIM) Weight: What you need to know.

Lightweight, low density packages are less profitable for carriers. DIM weight rates allow carriers to establish a minimum charge for the cubic space that a package occupies in their vehicle.

For more information, talk to your sales representative or visit us online at pitneybowes.com/us/spe

Calculating DIM Weight

DIM weight is calculated by multiplying the length by width by height of a package and dividing by the carrier's factor. Sometimes a customized weight factor can be negotiated. Carrier factors may vary for domestic and international shipping.



L = Length in inches
W = Width in inches
H = Height in inches

$$\text{DIM weight} = \frac{L \times W \times H}{\text{carrier factor}}$$

With Cubetape and SendPro Enterprise calculating DIM Weight is accurate and easy.

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Shipping
Shipping Software & Systems

PitneyAnalytics™

Make smarter, data-driven decisions with PitneyAnalytics™.

Gain greater visibility across your shipping, mailing and receiving operations by eliminating data silos.

PitneyAnalytics helps you break down data silos, so you know what's happening in near real time. As part of the Shipping 360™ platform, it provides complete visibility to data coming from single or multiple Pitney Bowes solutions, including PitneyShip™, PitneyTrack™, ParcelPoint™ Smart Lockers, SendPro® and other Pitney Bowes mailing solutions.

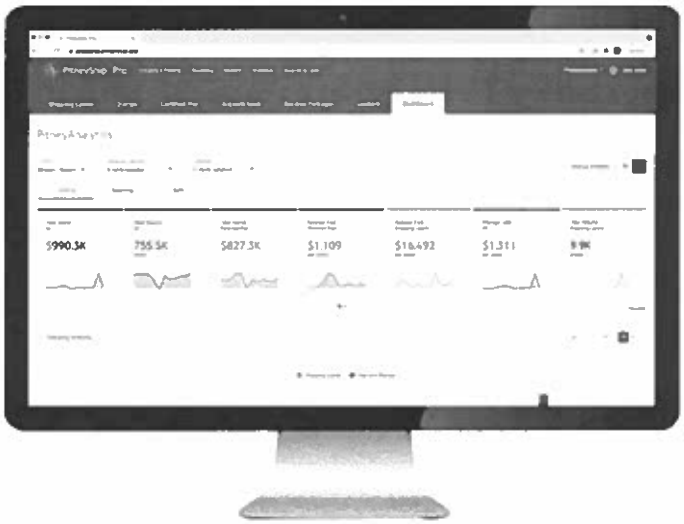
Save time by consolidating data sources.
Managing a large enterprise with multiple locations and sending devices makes it difficult to track and analyze data. PitneyAnalytics let's you quickly access critical insights by consolidating data from all these sources. With it, you can:

- Consolidate and standardize shipping, mailing and receiving data from different sources across all locations
- Quickly view near real-time expense data across your entire organization in one place
- Aggregate shipping spend by carrier and service class for holistic views into shipping activity

Save money and boost efficiency with recommendations and reports.
PitneyAnalytics helps easily identify areas to save money and increase efficiency. There's also user and location-based reporting to pinpoint potential "hotspots."

Recommendations based on your usage data paired with insights from Pitney Bowes' industry experience allow you to uncover new opportunities to save and make smarter decisions for your business, including:

- Shipping savings
- Certified mail savings with eRR
- Mailing optimization



For more information, visit us online: pitneybowes.com/us/pitney-analytics

Get the company-wide view of sending and receiving you need to increase savings, efficiency and productivity.

Quickly access the insights you need with these features:

Actionable Dashboard—Identify spending patterns to make smarter shipping, mailing and receiving decisions more quickly. View data in one place and get one-click visual access to location and carrier data.

Robust Reporting & Visualizations—Make smarter spending decisions with comprehensive reporting and visualizations. Easily spot unwanted spending patterns and quickly correct them. Also discover opportunities for equipment optimization with the ability to drill down, using a multi-layered approach.

Advisor—Get proactive recommendations based on your usage and our expertise to uncover new savings opportunities.

Cost Account Management—Configure all your cost accounts in one place to ensure you get consistent chargeback reports across your Pitney Bowes shipping and mailing solutions. Once configured, your data is seamlessly synchronized between your Shipping 360™ and SendPro mailing solutions*. You can also import new cost accounts from a secure FTP server.

Locker Utilization Insights—If your organization has ParcelPoint™ Smart Lockers, you can access locker utilization data, insights and trends with PitneyAnalytics.

To discuss how PitneyAnalytics can benefit your business, contact your Pitney Bowes sales representative today.

*Please note: If you use ALM to manage cost accounts for your mailing machine, you won't be able to modify cost accounts on the machine.

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Shipping
PitneyShip™ Cube

PitneyShip Cube: The first of its kind shipping label printer with built-in scale.

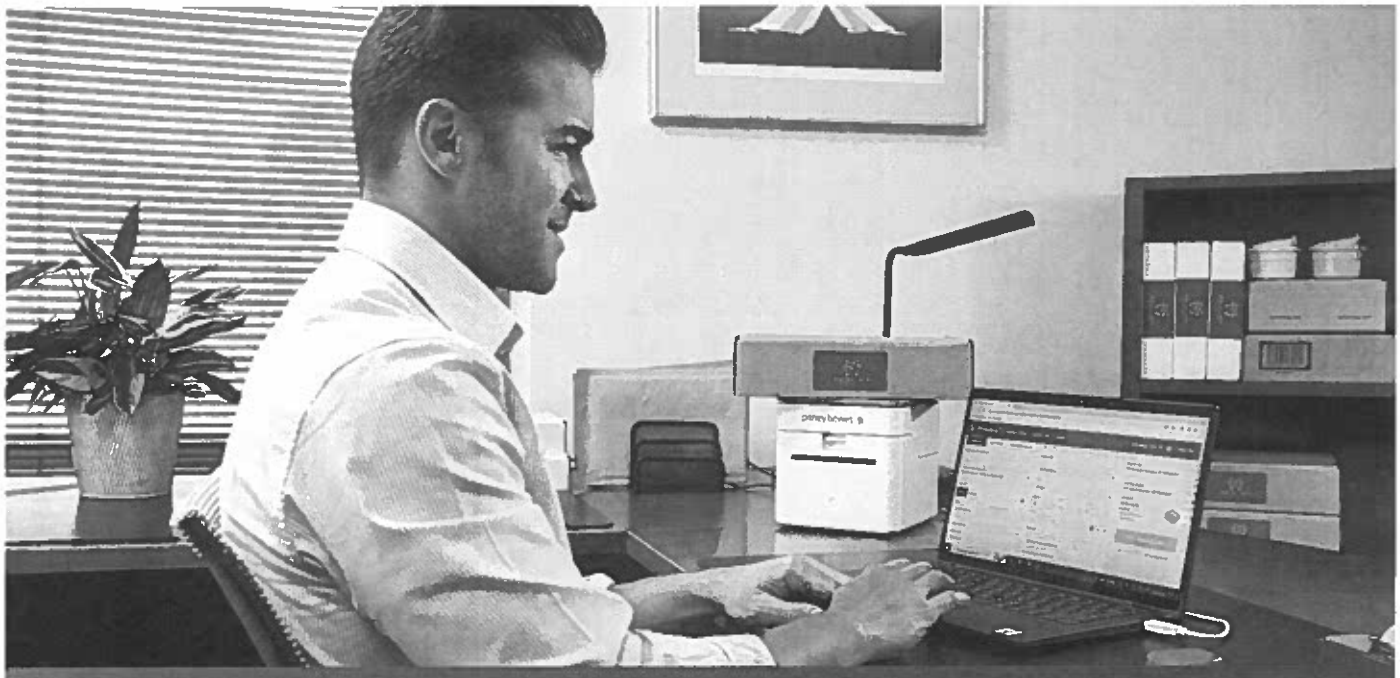
Make shipping as easy as weigh, print, ship and track while saving time and space.

Shipping and mailing is an important part of your business, but the time and effort it takes for remote employees can be overwhelming. Now, for the first time, remote team members can weigh, print and ship all from one device. The PitneyShip Cube is a space-saving, wireless thermal label printer with built-in scale.

It is a label printer built for the way you do business in a hybrid environment and gives users the capabilities they need at their fingertips, enabling smarter shipping decisions and simplifying shipping workflows, so you can continue best shipping practices - from anywhere.

Your all-in-one shipping solution.

- Thermal printing technology uses heat, not ink
- Print labels and stamps
- Built-in 15lb. scale
- In app measurement tool captures accurate package dimensions



For more information, contact your Pitney Bowes Sales representative.

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Shipping
PitneyShip® Pro

PitneyShip Pro: The next-generation solution for your business shipping needs.

Improve management of your day-to-day sending operations.

Your business keeps evolving, especially with a hybrid workforce. Sending patterns fluctuate. Carrier fees increase. Now there's a comprehensive tool that adapts to your changing shipping needs. Our easy-to-use, cloud-based solution simplifies every aspect of shipping, from sending packages and oversized envelopes to Certified Mail® with Electronic Return Receipt (ERR).

Built for the way you do business today and tomorrow, PitneyShip Pro puts all the capabilities you need at your fingertips, enabling smarter decisions while providing enterprise-wide visibility and control.

All your shipping tools in one convenient interface

- Rate shop multiple carriers and delivery times
- Print carrier labels
- Print USPS® postage for packages and mail
- Create Certified Mail with ERR
- Generate customs forms for international shipping

For more information, visit pitneybowes.com or call 800-672-6937

The flexible sending solution designed for your business.

PitneyShip® Pro, the first shipping and mailing solution powered by the Pitney Bowes Shipping 360™ platform, enables an efficient, seamless experience no matter where you're sending from. Our cloud technology, with a robust data security architecture, easily adapts as your sending needs evolve and brings a new level of consistency, control and oversight to every user across multiple locations. Change management is a breeze: simply add or remove users or locations as needed, without waiting for IT support.

Ship smarter in every way possible.

Shop for the best rates (including your previously negotiated rates) from multiple carriers such as USPS®, UPS® and FedEx®. PitneyShip Pro gathers all accessorial fees, so there are no surprises when the invoice arrives. Send packages and mail from multiple locations.

Save time and money on Certified Mail.®

Obtaining proof of receipt just got simpler and less expensive. Built-in Certified Mail with ERR reduces costs by more than $1.25 per piece, which can produce savings that quickly add up. You'll also spend less time on paperwork with our closed-loop ERR feature. Signatures are captured in PitneyShip Pro to meet compliance needs for proof of delivery.

Streamline your workflow.

An intuitive interface provides a new level of convenience and ease of use. The simple look and feel helps users get up to speed quickly without the need for training.

Control costs.

PitneyShip Pro centralizes information for better visibility, so it's easy to allocate expenses to the correct cost center or client account. Permissions-based workflows simplify cost management by assigning rules and spending limits to individuals or entire departments. Real-time data and analytics let you analyze spending by account, department, location or carrier, providing insights to save you time and money.

Next-generation technology for your shipping needs, today and tomorrow.

- Cloud-based and accessible any time, from anywhere
- Easily add users, locations and services as your needs change
- Carrier rate shopping tool in list or calendar view
- Intuitive dashboard interface with single sign-on
- Permissions-based workflow
- Real-time data
- Robust data security architecture
- Batch print carrier shipping labels
- Built-in address validation for accurate rating
- Standard and customized reports
- Create customs forms for international shipping
- Add more solutions through the Pitney Bowes Shipping 360 platform to gain new levels of efficiency, savings, simplicity and scale.

Trust Pitney Bowes.

For more than 100 years, Pitney Bowes has been the trusted leader in mailing, shipping and commerce. We help our customers become more productive and profitable through innovative solutions, delivery guarantees, consolidated payment options and access to deeper discounts.

For more information, visit pitneybowes.com or call 800-672-6937

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23-SENDTECH-00576

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Shipping & Mailing
Postage Meters

SendPro® MailCenter 3000

Set the standard in productivity and efficiency.

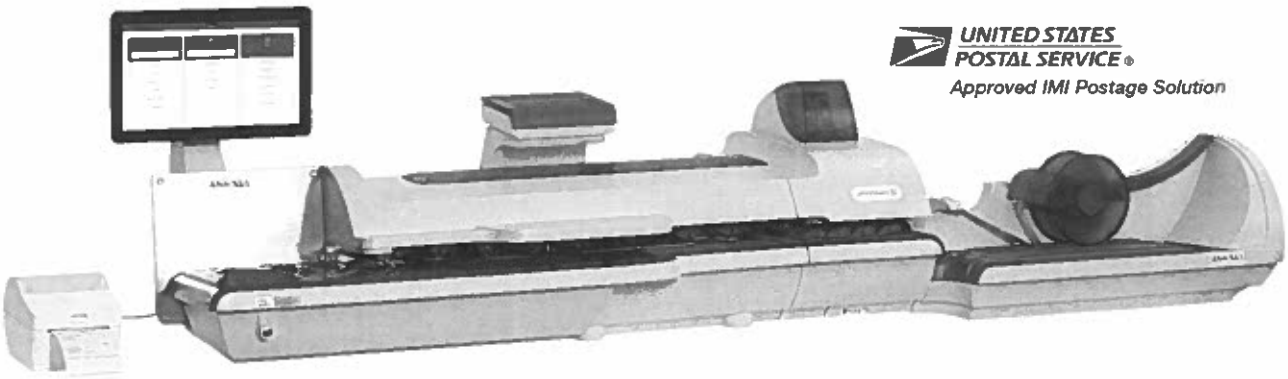
The SendPro MailCenter 3000 simplifies your sending processes by integrating mailing and shipping into a single system and provides a modern user experience making sending anything easy and more streamlined.

With fast automatic-feeding, you can quickly process high volumes of mail, easily ship through USPS®, FedEx® and UPS® and track packages all from one reliable system, improving productivity and creating new levels of efficiency for your organization.

For letter mail, the MailCenter 3000 will seal and print postage for mail up to ¾" thick for both portrait and landscape envelopes at up to 310 letters per minute.

The SendPro MailCenter eliminates the need to sort mixed size mail with the Weigh-on-the-Way™ feature. Mail is automatically weighed as it moves through the system, accurately placing the correct postage at up to 205 letters per minute so, you are always paying the right amount.

- Minimizes downtimes and jamming with reverse separation feeding technology.
- Automatically save on every First Class® letter you send and gain access to additional savings, such as presort rates.



For more information, visit us online: pitneybowes.com

For overnight deliveries and package shipments, the available shipping functionally allows you to compare services for USPS, FedEx® and UPS® so your packages are sent with the best cost and delivery option available. You will also gain complete visibility into your shipping history, package tracking and carrier spend, all in one place.

- Access special discounts with USPS® and UPS® or use your existing business accounts
- Accurately weigh packages and print professional looking shipping labels right from the integrated scale or connected shipping label printer

Intuitive user display

The 15" modern, color touch screen display on the SendPro® MailCenter 3000 simplifies the way users process each job and interact with the system. Users can benefit from easy-to-follow menus for the streamlined processing of mail and packages.

Flexible printing

Save on pre-printed stationary costs and increase open rates for your mail. The SendPro MailCenter allows you to print your business logo, return addresses, promotional messages, or graphics directly onto your outbound envelopes at the same time it prints postage for a more professional look.

Available desktop shipping

The SendPro MailCenter 3000 enables users outside the mail area to ship packages from their individual PCs with PitneyShip™ or PitneyShip™ Pro, our online multicarrier shipping software powered by the Shipping 360™ platform. Users can access the same shipping capabilities on the MailCenter at their desk to send or track a package delivery.

Specifications	MailCenter 3000
Max mail processing speeds (letters per minute)	Standard: 165 LPM. Optional: 220, 270 or 310 LPM
Weigh-on-the-Way® (WOW®)	Standard: WOW 105 LPM. Optional: WOW 135, 175 or 205 LPM
Envelope processing thickness	3/4" media size: 3 ½" x 5" up to 10" x 14"
Dimensions	62.9"L x 25.2"D x 24"H. Drop stacker adds 13.2" to L. Power stacker adds 33.6" to L.
IMI indicia on-device stamp printing	Yes
Envelope flap depth	Min 1", max 3 7/ 8"
Envelope sealing system	Pump-fed pad; closed flap feeding. Seal only mode
Color touchscreen display	Standard 15" detachable display with optional display stand
Scale capacity	Optional: 5, 10, 15 lb small platform with stand. 15-30 lb tabletop platform. 70 and 149lb
Differentiated weighing	Yes
Available shipping carriers	USPS® UPS® FedEx®
Available desktop shipping access	Optional scale and label printer
Optional accounting	Up to 100, 500, 1,000, 3,000, 100k max accounts
Optional expanded analytics	PitneyAnalytics™, Business Manager
Package tape printing	Adhesive roll tape (for large envelopes and packages using non-discounted USPS retail rates)
Peripheral hardware options	Barcode scanner, laser report printer, power stacker portrait flats kit, power stacker, wireless keyboard (for quick alpha-numeric entries).

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23-SENDTECH-00727

Department of
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SERVICES
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AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

This Amendment ("Amendment"), effective as of February 20, 2022, to the Mail Processing Equipment Contract No. 44102100-17-1 ("Contract"), is between the State of Florida, Department of Management Services ("Department") and Pitney Bowes Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Department awarded the above-referenced Contract to Pitney Bowes Inc. for the provisions of mail processing equipment;

WHEREAS, the Parties agreed that the Contract may be amended by mutual agreement as provided in the "Renewal Term" section of the Contract;

WHEREAS, the Parties executed the first Amendment to the Contract on September 23, 2021;

WHEREAS, the Parties agree to renew the Contract as provided in the Renewal Term section of the Contract.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

a) Contract Exhibit D, Additional Special Contract Conditions, is hereby added in its entirety and incorporated into the Contract by reference herein.

b) Contract Exhibit A, General Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Special Contract Conditions, which is incorporated into the Contract by reference herein. Any and all references in the Contract to the General Contract Conditions shall, upon the amendment effective date, be a reference to the attached and incorporated Exhibit A, Special Contract Conditions.

c) Contract Exhibit C, Price Sheet, is hereby deleted and replaced in its entirety with the attached Exhibit C, Price Sheet, which is incorporated into the Contract by reference herein.

d) Section III of the Contract is hereby deleted and replaced with the following:

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

III. Contract

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Contract. The Contract Exhibits shall have priority in the order listed:

a) Exhibit D: Additional Special Contract Conditions
b) Exhibit A: Special Contract Conditions
c) Exhibit B: ITB 22-44102100-Z and any addenda in reverse order of issuance
d) Exhibit C: Price Sheet

II. Contract Renewal. Pursuant to the Renewal Term section of the Contract, the State Term Contract No. 44102100-17-1 is renewed for a period of five years with a new contract expiration date of February 19, 2027, under the same terms and conditions, except as amended herein.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. This Amendment and all its Exhibitis are hereby made a part of the Contract. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Amendment is not valid and binding until signed and dated by the Parties.

Department of
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SERVICES
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AMENDMENT NO.: 2
Contract Renewal
Contract No.: 44102100-17-1
Contract Name: Mail Processing Equipment

State of Florida:
Department of Management Services

By: _____
Name: J. Todd Inman
Title: Secretary
Date: 12/8/2021

Contractor:
Pitney Bowes Inc.

By: Dean Merriott
Name: Dean Merriott
Title: Major Account Manager
Date: 12/02/2021

Department of
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EXHIBIT D

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

2.3.1 Suspension of Work.
For purchases only, the Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. For leases only, any suspension of work shall be in accordance with Amendment 1, of this Contract.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and allow Contractor 30 calendar days to correct such noncompliance for default before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must

comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the

Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer shall provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 9. DATA SECURITY
The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. Unless otherwise agreed in writing, the Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within 48 hours. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within 30 calendar days. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with

subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

C. Special Contract Conditions deletions: the following subsections are deleted in their entirety from the Special Contract Conditions:

3.2.2 Preferred Pricing.
Intentionally left blank.

7.2 General Liability Insurance.
Intentionally left blank.

7.4 Performance Bond.
Intentionally left blank.

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.