

July 6, 2023

State of Nebraska  
Attn: Matthew Hansen  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Re: RFP 6788 Z1 ("RFP")  
Mail Preparation and Presorting Services

Dear Mr. Hansen:

Pitney Bowes Presort Services, LLC (PB Presort Services or PBPS) thanks you for the opportunity to submit the following response to your RFP referenced above. We have thoroughly reviewed the bid document and gathered information has allowed us to tailor a solution to meet, and in some areas, exceed the State's needs and objectives. We are excited about the possibility of continuing to partner with you and welcome the opportunity to answer any further questions and/or clarify any of our responses.

PB Presort Services is the largest workshare partner of the USPS®, which allows us to receive postal discounts, which we in turn share with our clients. We pride ourselves on partnering with mailers to be your one-stop shop to pick up all your First-Class Mail®, Marketing Mail®, Bound Printed Matter Mail and Parcels for submission to the USPS. We also offer tracking tools that help clients know where their mail is during the entire commingling and mailing process. With our network of more than 35 presort mail operating centers around the U.S., we are the only company that is scalable for your continued growth and national coverage needs. We provide:

- Reduced mailing costs to our clients
- Unparalleled Business Continuity capabilities designed to continue processing your mail pieces even during natural disasters
- Operating centers with surveillance video cameras and secure access for mail piece security
- Consistent high-quality performance meeting USPS regulations
- The ability for clients to focus on their core competencies and leave all their postal needs to us

As we read through your RFP, there are a few items that we would like to clarify:

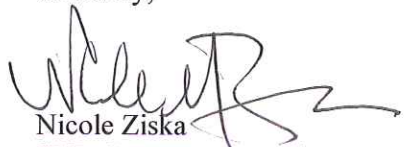
- Attachment A, Pickup Locations, includes a statement that the State "may update pickup locations, times and may request additional special pickups". The State may request additional pickups at any time, but changes in pickup locations and times, including adding new locations and times, would need to be as mutually agreed.
- PBPS pricing assumes that all mail is prepared by the State in compliance with all USPS requirements for automation compatible mail as set forth in the Domestic Mail Manual ("DMM") and its attendant documentation applicable to each type of mail submitted.

- All pricing is based upon USPS rates as of July 9, 2023, and the pricing would begin as of the effective date of the contract issued as a result of this RFP. Please note that we have entered pricing on the Cost Proposal only for year one. The USPS currently implements a postage rate change two times each year. PBPS can only provide pricing based on the current USPS rates and cannot predict what fees may be for the next five years. As mentioned in our comments to Section II.F, Pricing, if the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost of performance of the services, PBPS will provide the State with at least thirty (30) days advance written notice of such USPS changes and any pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify PBPS in writing prior to the end of the thirty (30) day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS and modifications initially imposed by PBPS shall remain in effect during the negotiations until an amendment is signed by both parties.
- Fees are based upon the First Class letter mail being pre-metered by the State, or postage for permit mail charged to the State, at the then-current USPS 5 Digit rate (which as of July 9, 2023, is \$0.498 for a one ounce piece). Fees for First Class flats are based upon the mail being pre-metered by the State at the then-current USPS 5 Digit rate (which as of July 9, 2023, is \$0.831 for a one ounce piece).
- Postage Payment: While in general we agree that the State should not pay for services in advance, if the State uses permit mail or requires PBPS to meter mail on the State's behalf, the State will be charged for postage based on the same USPS discount rate as the pre-metered mail and must maintain a postage deposit or otherwise pay PBPS for such postage in advance of processing and PBPS would pay the USPS on a daily basis. PBPS is requesting this exception to be documented in the contract, Section IV. A. (Payment). In the event PBPS is required to meter the mail, an additional metering fee of \$0.05 per piece of First Class letter mail and \$0.10 per piece for First Class flat mail would apply and could affect service level time frames.
- Move Update: USPS regulations require that mailers utilizing discounted postage rates select one or more authorized move-update options. The State will complete a Certification of Move Update Compliance form as may be reasonably requested by PBPS from time to time in order to confirm the Move Update Option selected by the State. The USPS uses a census method of testing to determine if a mail owner's addresses are being updated as required by USPS Move Update Compliance regulations. Mailpiece compliance is measured per calendar month and results are reported on the USPS Mailer Scorecard. Mailer Scorecards are available for individual mail owners and for PBPS, the mail presenter. The USPS will assess penalties or postage assessments against PBPS as the eDoc submitter associated with the mailing if the total Move Update failures submitted by PBPS per operating center under its USPS Customer Registration ID (CRID) is over the USPS established threshold for the month. If the State has its own USPS Mailer ID (MID), the State will monitor its own failure rate for performance on the USPS Mailer Scorecard by the MID/CRID, which can be accessed through the USPS Business Customer Gateway. PBPS and the State will cooperate to identify and resolve failures involving the State's mail if either PBPS or the State has reasonable concerns about meeting the Mailer Scorecard threshold requirements. PBPS and the State shall also cooperate to promptly appeal any penalty or assessment by the USPS if there are reasonable grounds to advocate an appeal. In the event that the State provides its own Move Update solution, the State will reimburse PBPS for any penalties or postage assessments imposed by the USPS against PBPS due to, or caused in part by, the State's mailpiece Move Update failures which exceed the Mailer Scorecard threshold, based upon PBPS's calculation of the State's pro-rata portion of such penalty or assessment for that month. If the State needs PBPS to provide the Move Update solution, an additional fee will apply; however, in that case, the State will not be charged for such Move Update penalties or postage assessments imposed by the USPS against PBPS, on mailpieces processed by PBPS under those jobs even if the Move Update failures on those jobs exceed the Mailer Scorecard threshold. The fee for the PBPS Move Update Solution is \$0.00 per piece scanned.

If there are any questions during the RFP evaluation that require local attention, you may contact Kevin Ziska, General Manager of our Omaha and Lincoln facilities, at 402-213-4882, or [kevin.ziska@pb.com](mailto:kevin.ziska@pb.com).

Once again, thank you for allowing PB Presort Services the opportunity to participate in this RFP, and to provide a tailored response to meet the States's needs. We enjoy taking a consultative approach to every partnership, so we can provide fresh eyes and innovative solutions to empower every business to mail smarter. Please do not hesitate to contact us with any questions as you are working through the review process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nicole Ziska', with a long horizontal flourish extending to the right.

Nicole Ziska  
SVP, Strategy & Insights  
Pitney Bowes Presort Services, LLC

## II. TERMS AND CONDITIONS


Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X 			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
  - a. Request for Proposal, including any attachments and addenda;
  - b. Amendments to the Request for Proposal;
  - c. Questions and Answers;
  - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
  - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X KZ			PBPS point of contact for the executed contract is Kevin Ziska.

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.


The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. DISCOUNTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X KS			

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	PBPS proposes the modifications below in line with the questions and answers on Addendum One.


Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening-effective date of the proposal-contract until the contract terminates or expires. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service ("USPS"). If the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost of performance of the services, the Contractor will provide the State with at least thirty (30) days advance written notice of such USPS changes and any pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify the Contractor in writing prior to the end of the thirty (30) day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS and modifications initially imposed by the Contractor shall remain in effect during the negotiations until an amendment is signed by both parties.

The State reserves the right to deny any requested price increase. **No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X 			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**I. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X <i>NK</i>	PBPS proposes the modifications below in line with the questions and answers on Addendum One.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

Except as otherwise provided in Section F, Prices, above, No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**J. RECORD OF VENDOR PERFORMANCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X <i>NK</i>			

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

**K. CORRECTIVE ACTION PLAN**

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

**L. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**M. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**N. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.



**O. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X JK			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**P. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X JK			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**Q. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X RL			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**R. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X RL			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X RL			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply

to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**T. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**U. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**V. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of

warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
  - g. Contractor intentionally discloses confidential information,
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**W. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X MBZ	PBPS proposes the modifications below in line with the questions and answers on Addendum One


Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data belonging to or available to the State that is related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, proprietary confidential information, or information or data owned by the Contractor for which the State has no legal claim.

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X 			<b>PBPS does not currently utilize any subcontractors or independent contractors for this work. Transportation services may be provided by a PBPS affiliated Pitney Bowes company, which is not considered a subcontractor. PBPS shall be fully responsible for the performance of PBPS' transportation affiliate to the same extent as if the services were performed by PBPS or its employees.</b>

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X B			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. § 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X B			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X JK			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X JK	<p>PBPS does not currently utilize any subcontractors or independent contractors for this work. Transportation services may be provided by a PBPS affiliated Pitney Bowes company, which is not considered a subcontractor. PBPS shall be fully responsible for the performance of PBPS' transportation affiliate to the same extent as if the services were performed by PBPS or its employees. In the event subcontractors were used, all subcontractors and independent contractors working with PBPS are required by PBPS to carry insurance applicable to the services they provide. PBPS does not carry insurance coverage for subcontractors or independent contractors.</p> <p><b>PBPS requests the changes marked below be made to clarify.</b></p>

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor ~~and any Subcontractor~~ performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor ~~or by any Subcontractor~~ or by anyone directly or indirectly employed by ~~either of them~~ Contractor, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, ~~Independent Contractors,~~ Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents,** as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.



<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$105,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
<b>Independent Contractors</b>	<b>Included</b>
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Administrative Services  
RFP # 6788 Z1  
[joy.fischer@nebraska.gov](mailto:joy.fischer@nebraska.gov) / [matthew.hansen@nebraska.gov](mailto:matthew.hansen@nebraska.gov)

Nebraska State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage **binder-certificate of insurance** shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X <i>[Signature]</i>			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X <i>[Signature]</i>			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**I. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X <i>[Signature]</i>			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**J. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.3. (below) and such ICT is intended to be directly interacted with by the user or is public-facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

**L. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X NB	PBPS can provide a summary of its Business Continuity Plan to the State, but copies of the actual plan cannot be provided due to the highly confidential nature of the document. PBPS requests that "copy" be changed to "summary" below.

The Contractor shall have a disaster recovery and back-up plan, of which a ~~copy~~-summary should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**M. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X NB			

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**N. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<p style="text-align: center;">X</p> <p style="text-align: center;">M2</p>	<p>PBPS proposes the modifications below in line with the questions and answers on Addendum One. Please note that the concept of reperforming services is not applicable for mail presort services. After the mail has been comingled, and after the mail has been delivered to the USPS, it cannot be pulled and sorted again. In addition, we feel that the existing provisions in section II above, specifically the breach provision in section M, and the provisions regarding contractor performance and a corrective action plan in sections J and K, provide adequate remedies for the State.</p>

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted presort mail processing industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. ~~For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services.~~ The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**O. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

## IV. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.” Notwithstanding the foregoing, permit mail postage will be paid in advance or by establishing a postage deposit account or other payment as agreed by the parties.

### B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

### C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X M			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment, service date and number of pieces and type of mail sorted. Invoices must be emailed to [asprint.requisition@nebraska.gov](mailto:asprint.requisition@nebraska.gov). The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

### D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
X V			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

### E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

### F. LATE PAYMENT (Nonnegotiable)


The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)**

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	PBPS suggests the revised language below which is more in line with the current contract, but also adds payment of interest to the State relating to any overpayment discovered by the audit in lieu of paying the full costs of the audit. We believe this is a more appropriate remedy in the case of any overbilling.

~~The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies a previously undisclosed overpayment that exceeds one-half of one percent (.5%) of the total contract billings, in addition to reimbursement to the State for such overpayment, the Contractor shall pay interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law (if less) from the time paid until reimbursed by Contractor. ~~or~~ If fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.~~

**E. BIDDER REQUIREMENTS**

The proposal response should describe in detail how the bidder will meet the following requirements.

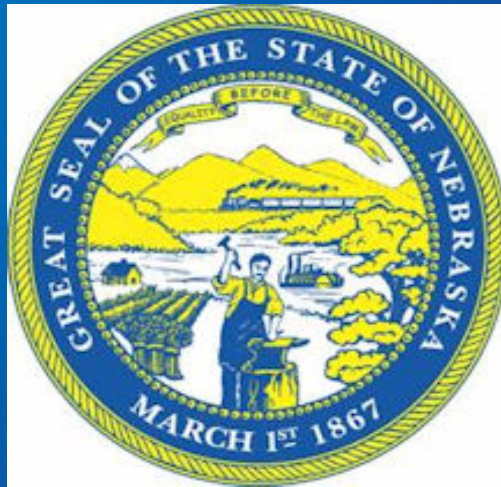
1	<p>Describe how your company will pick up multiple letter trays from the locations and at the specified times listed in Attachment A, apply correct delivery point IMB, presort all such letters according to the USPS Regulations (DMM 330) and then deliver all letters to the Omaha Post Office Business Mail Entry Unit (BMEU) before the same day acceptance deadline of 6:00 PM CST.</p> <p>Bidder Response:</p> <p>Pitney Bowes Presort Services (PBPS) currently picks up at each location listed and at the times listed in this RFP. The stops at the NSOB Mail Center are made with our Pitney Bowes company vans and the stop at the Print Shop is made with either our Pitney Bowes vans or our straight trucks depending on mail volume. We run two trucks a day from our Lincoln Customer Service Center to our Omaha Mail Processing Facility. At PBPS we are not required to have our mail down to the BMEU in Omaha by 6:00 pm because of our Combined Mailing Agreement with the USPS. Our Critical Entry Times (CETs) are extended later into the night because of how we sort and present our mail to the USPS. Our mail is not cleared by a USPS clerk; it is verified electronically through Seamless Acceptance during USPS automated processing. All State of Nebraska First Class letter mail is picked up in Lincoln, Full Service IMbs are applied at our Omaha facility, and the letter mail is entered into the USPS mail stream as same day service.</p>
2	<p>Describe how your company will apply correct delivery point IMB and presort all flats mail according to the USPS Regulations (DMM 330) and deliver it to the Main Post Office for processing on NEXT BUSINESS DAY basis on or before the acceptance deadline allowed by the USPS. See Attachment A for pickup locations and times.</p> <p>Bidder Response:</p> <p>State of Nebraska First Class flat mail would be picked up at the same times as the letter mail utilizing the same vehicles. The flat mail would be transported to our Des Moines, IA facility and processed overnight and submitted to the USPS the next day. The PBPS facility in Des Moines, IA has five flat sorters that spray Full Service IMbs.</p>
3	<p>Describe how your company will pick up on a daily basis, exclusive of recognized State Holidays (See Attachment B), all letter mail and flats mail made available by the State of Nebraska at the time(s) and place(s) designated in Attachment A. The times listed are approximate; pick up times may be adjusted. The State may update pick up locations, times and may request additional special pickup. Describe how your company will transport the occasional extra heavy load (up to ten full All Purpose Containers) coming from locations listed in Attachment A. What transportation arrangements will be made?</p> <p>Bidder Response:</p> <p>PBPS has a 5 ton straight truck in Lincoln two times a day which can be utilized at any time for planned or unplanned pickups. If necessary, another 5 ton straight truck could be dispatched from our Omaha facility to drive over to Lincoln and make any extra pickups that may also be needed. Each straight truck can carry a total of 15</p>

	<p>APCs. If there is too much mail to fit in our straight trucks, we have two semis and two 52' trailers that we could utilize. Each 52' trailer can carry 28 single stacked pallets of mail. We also have 3 full size vans in Lincoln that can be used and 4 full size vans in Omaha that could be dispatched if needed. Any First Class letter mail picked up in Lincoln on any given day will be processed by PBPS that same day if required. All First Class flat mail will be picked up and processed the next day.</p>
4	<p>If any letter mail and/or flats mail delivered by the contractor to the USPS fails for any reason or is not delivered to the USPS for any reason, the contractor will be required to immediately make direct contact via telephone or email with either the DAS Materiel, Mail Center Manager or the DAS Materiel Mail Center Supervisor. The contractor must indicate how many letters and/or flats failed or were not delivered to the USPS and for what reason. Describe how the Mail Center will be notified.</p> <p>Bidder Response:</p> <p>Any State of Nebraska mail that would fail to get entered into the USPS by the agreed upon deadline would warrant a phone call from a member of the PBPS Customer Service Team. In most cases PBPS would know by the end of the day if a problem was going to prevent the mail from getting out. PBPS Customer Service would make every effort to contact a State of Nebraska staff member that evening to let them know about the problem and explore any options that may still be available to get the mail out. If contact cannot be made that night, then contact would be attempted first thing the next morning. A detailed explanation of what caused the problem and the solution to fix the problem would be presented at that time.</p>
5	<p>Describe how your company will, upon request and at no cost to the state, provide training sessions to agencies for the proper completion of letter mail and flats mail including information on Move Update Service or other USPS approved methods. Topics may include proper addressing, processing, envelopes and self-mailers, printing and fonts utilized or any other topics deemed beneficial to the State to improve quality of mail processed.</p> <p>Bidder Response:</p> <p>It is required that all PBPS Customer Service staff be certified through the USPS Mail Design Professional (MDP) program. It is through this program that they gain extensive knowledge and expertise in designing mail to satisfy the requirements of the USPS. At the request of the State of Nebraska, a member of the PBPS staff could come in and conduct one-on-one training with any State of Nebraska personnel or conduct presentations to any State agencies on any subject regarding mail preparation.</p>
6	<p>The contractor will be responsible for any Mailer Scorecard penalties as made by the contractor or the contractor's employees as set forth in the USPS regulations. Has your company assessed Mailer Scorecard penalties? If so, please identify the number of penalties and a brief explanation.</p> <p>Bidder Response:</p> <p>PBPS has been working with its customers for about 8 1/2 years to prepare them for assessments by the USPS as a result of Mailer Scorecard penalties. PBPS feels that it is responsible for any assessments that are a result of something PBPS or its</p>



	<p>employees failed to do correctly while processing the mail. In turn, PBPS feels its clients should be responsible for any Mailer Scorecard penalties that are a result of something the client failed to do correctly in preparing their mail. PBPS has been closely monitoring all areas of the Mailers' Scorecard and reporting back to its customers that are at risk of assessments due to exceeding any of the thresholds that have been established by the USPS. It is the goal of PBPS to work with the State of Nebraska in advance of any assessments in an effort to prevent them from happening.</p>
7	<p>All personal information contained on letter mail and flats mail processed shall be confidential. The contractor shall not capture or retain any personal information from the State's letter mail and flats mail. Any violation of this provision shall be considered a breach of this contract and result in immediate termination. This statement will include all State agencies. Describe how your company will control all personal information.</p> <p>Bidder Response:</p> <p>Pitney Bowes requires that all PBPS employees acknowledge their confidentiality obligations in writing and acknowledge the receipt of a document entitled "Pitney Bowes Business Practices Guidelines". This information is reviewed with each employee at the start of their employment. In addition, all employees receive annual training on confidentiality. All PBPS employees are required to report any breach of security or unauthorized use of confidential information. All employees have access to the Pitney Bowes Ethics Hotline. PBPS does not retain personal information from the State of Nebraska's mail. Only the address (without the name) which is converted to a barcode is transmitted to the USPS and stored as required for internal business purposes and are subject to audit by the USPS. Please keep in mind that an address alone without a name, either in readable form or translated into a barcode and the resulting mail zip code sortation data derived from sorting and comingling of the State's envelopes in performance of the services, is not personal information.</p>
8	<p>In the event of a disaster where the State is unable to affix postage to the mail pieces, the contractor will be responsible for affixing postage for locations listed in Attachment A until normal operations can resume. Describe the facilities, equipment, and personnel that will be available to accomplish this requirement.</p> <p>Bidder Response:</p> <p>PBPS has 2 meter machines in our Lincoln facility and 4 staff members that would be available to meter mail for the State of Nebraska. There are also 2 additional meter machines in our Omaha facility and over a dozen staff members that could be utilized as well. If necessary, PBPS could also send mail to be metered to our Des Moines, IA or Kansas City, MO facilities. Between these two sites there are 5 meter machines and over two dozen employees that could help meter mail.</p>

Request for Proposal (RFP Number 6788Z1 - Mail Preparation and Presorting Services) **Technical Response For**



The State of Nebraska

July 6, 2023

Submitted By: Kevin Ziska

General Manager

Pitney Bowes Presort Services, LLC

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## **CORPORATE OVERVIEW**

### **A. BIDDER IDENTIFICATION AND INFORMATION**

*The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.*

Pitney Bowes Presort Services, LLC, with headquarters at 10110 I Street, Omaha, NE 68127, was incorporated as PSI Group, Inc., in Delaware, on August 4, 1995. The name of the company was changed to Pitney Bowes Presort Services, Inc., on January 22, 2010. On February 26, 2019, Pitney Bowes Presort Services, Inc. converted its business entity and name to Pitney Bowes Presort Services, LLC.

Pitney Bowes Presort Services, LLC (PBPS) is the leading outsource provider of mail presort services for automated First-Class Mail® and USPS Marketing Mail® in the United States. PBPS has grown from a privately held company of 6 locations in 1995, to a national network of over 30 operating centers. In August of 2002, PBPS became a wholly owned subsidiary of Pitney Bowes Inc. (PBI), a multi-billion dollar global provider of integrated mail and document management solutions headquartered in Stamford, Connecticut.

### **B. FINANCIAL STATEMENTS**

*The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.*

*If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.*

*The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.*

*The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.*

PBPS is a wholly owned subsidiary of Pitney Bowes Inc. and has the strongest financials in the presort industry. Pitney Bowes (PB) is a publicly traded company (PBI) with over \$3.5 billion in revenue (2022). PB's annual reports and quarterly reports are very large and are more easily accessible via the internet. Here is the link to PB's financial reports, [Investor Overview | Pitney Bowes Inc.](#)

Matt Daw, Chief Financial Officer – Pitney Bowes Presort Services, LLC, can be reached at [matt.daw@pb.com](mailto:matt.daw@pb.com) or by telephone number at 801 201 3854.

PBPS is not subject to pending lawsuits that would materially affect our existence or services.

**C. CHANGE OF OWNERSHIP**

*If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.*

There is no change in control or ownership of the company anticipated within the next twelve (12) months.

**D. OFFICE LOCATION**

*The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.*

The primary PBPS processing locations at the time of this RFP are:

10110 I Street, Omaha, NE 68127  
4350 NW 121<sup>st</sup> Street, Urbandale, IA 50323

PBPS may move the State's mail from one PBPS operating center to another PBPS operating center as permitted by the USPS (known as Mail Exchange). Mail Exchange is exclusive to PBPS. It is a methodology for moving First Class mail between PBPS operating centers to maximize delivery service levels and optimize postage discounts while continuing to provide exceptional service to our clients. At the time of this RFP, the Mail Exchange locations that may be used for the State's mail are:

5100 Main Street NE, Suite 500, Fridley, MN 55421  
2707 Eola Road, Aurora, IL 60502

**E. RELATIONSHIPS WITH THE STATE**

*The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.*

PBPS is the current provider of presort services for First Class letters and flats with the State of Nebraska under contract **75646 O4**, in effect since February 1, 2017. Previous to contract 75646 O4, PBPS provided presort services for First Class letters and postcards with the State of Nebraska under contract 51384 O4 beginning March 1, 2012.

**F. BIDDER'S EMPLOYEE RELATIONS TO STATE**

*If any Party named in the bidder's proposal response is or was an employee of the State within the past thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.*

*If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and*

agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No party named within this proposal response is, or was, an employee of the State of Nebraska within the past thirty-six (36) months. In addition, no employee of the State of Nebraska is currently employed by, or is a subcontractor of, PBPS.

## **G. CONTRACT PERFORMANCE**

*If the bidder or any proposed subcontractor has had a contract terminated for default during the past fifteen (15) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.*

*It is mandatory that the bidder submit full details of all termination for default experienced during the past fifteen(15) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past fifteen (15) years, so declare.*

*If at any time during the past fifteen (15) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.*

No such termination for default has been experienced by PBPS in the past fifteen (15) years. PBPS has had clients who terminated for convenience or failed to renew for various reasons. With thousands of clients across the country over the past 15 years, it is impossible to track or disclose which of those relationships ended for termination of convenience or non-renewal. However, we can say that as far as the Omaha location, to the best of the knowledge of the team working on this response, there was no termination for convenience by a client who had provided any written notice of what they believed to be a breach or other non-performance. Most of the reasons for termination of convenience are because the client no longer had enough mail to make presorting worthwhile, the printing operation moved to another location, or the client simply went out of business.

## **H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

*The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.*

*The bidder must address the following:*

*i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:*

- a) *The time period of the project;*
  - b) *The scheduled and actual completion dates;*
  - c) *The bidder’s responsibilities;*
  - d) *For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
  - e) *Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.*
- ii. *Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors must be specifically identified as subcontractor projects.*
- iii. *If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.*

Due to client confidentiality, we cannot provide all of the requested information about the specific clients listed below as references. PBPS has approximately six clients in the Omaha operating center that provide at least as much mail on a daily basis as anticipated under this RFP. PBPS has worked with some of these clients for over twenty-five years providing mail presort services which include picking up mail, sorting and spraying the Intelligent Mail Barcode (IMb), and presenting the mail to the USPS. In each case, PBPS serves as the prime contractor without the use of subcontractors. At one time, PBPS did use the services of a courier for the sole purpose of transporting NTT Data’s mail to the PBPS Omaha operating center.

**References**

<b>Customer Name</b>	Mutual of Omaha	Target Card Services	NTT Data
<b>Contact Name</b>	Jeff Rodis	Jim Nicolai	Jason Dohmen
<b>Phone Number</b>	402-351-4186	605-362-4444	402-479-0108
<b>E-Mail</b>	Jeff.Rodis@mutualofomaha.com	Jim.Nicolai@Target.com	Jason.Dohmen@NTTData.com
<b>Contractor's Responsibilities</b>	Pick up, barcode, presort and mail letters and flats	Pick up, barcode, presort and mail letters	Pick up, barcode, presort and mail letters and flats
<b>Time Period</b>	2002 to present	2010 to present	1996 to present

**I. SUMMARY OF BIDDER’S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

*The bidder should present a detailed description of its proposed approach to the management of the project.*

*The bidder should identify the specific professionals who will work on the State’s project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a*

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*description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.*

*The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.*

*Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.*

PBPS currently provides presort services to the State of Nebraska. The current high level of service will be continued, as reflected by the high scores received on satisfaction surveys and through the day-to-day business interactions with State of Nebraska staff. Our organization is led by long-tenured employees who take great pride in providing services the State of Nebraska can count on. Privacy and confidentiality issues restrict us from providing all of the requested information on our personnel. PBPS Key Personnel managing the State of Nebraska relationship are as follows:

**Kevin Ziska**

General Manager for Nebraska since August 1, 2016. The Nebraska operation consists of two centers (Omaha and Lincoln) servicing First Class and USPS Marketing Mail clients. Kevin has 32 years of experience with PBPS. His previous experience with PBPS includes Executive Customer Service Manager for both the Omaha and Lincoln locations, Assistant Operations Manager at the Charlotte, NC facility and a member of the Technical Services team in Omaha.

**Steve Smith**

Operations Manager since September of 2003. Steve has nearly 30 years of experience with PBPS, which, in addition to Operations Manager, includes general production work, driving, and working as a technician. He then became a production lead and then a supervisor. Steve works closely with our Director of Operations for the company, IT, and various other departments to test and employ our various products.

**Amber Marchand**

Client Service Administrator. Amber has over 16 years of experience with PBPS. Her previous roles within PBPS include Machine Operator, Van Driver and Meter Clerk. Amber was promoted to Client Service Administrator in 2011 and recently took on a billing role as well.

**J. SUBCONTRACTORS**

*If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:*

- iv. name, address, and telephone number of the subcontractor(s);*
- v. specific tasks for each subcontractor(s);*
- vi. percentage of performance hours intended for each subcontract; and*



*vii. total percentage of subcontractor(s) performance hours.*

PBPS does not currently utilize any subcontractors or independent contractors for this work. Transportation services may be provided by a PBPS affiliated Pitney Bowes company, which is not considered a subcontractor. PBPS shall be fully responsible for the performance of PBPS' transportation affiliate to the same extent as if the services were performed by PBPS or its employees.

## **TECHNICAL APPROACH**

### **A. UNDERSTANDING OF THE PROJECT REQUIREMENTS**

PBPS is a current vendor successfully processing letter and flat mail for the State of Nebraska. This RFP contains the same requirements we currently fulfill. We have a full understanding of the requirements.

### **B. PROPOSED DEVELOPMENT APPROACH**

We plan to continue the current same day service level for letter mail volumes under the current pick up schedule. Flats will be processed at our Des Moines operating center on a next day basis.

### **C. TECHNICAL CONSIDERATIONS**

The following are benefits that PBPS provides:

**Business Resilience** - Another area in which PBPS excels is in having the plans and infrastructure to ensure your mail gets processed – even under unusual circumstances. We know that mail is the primary communication tool between the agencies and the people they serve. We have comprehensive plans and capabilities to ensure your mail is promptly processed.

**Production Capacity** - Unlike typical presort service providers that have one or two sorting machines, PBPS has tremendous production capacity. Please keep in mind that all sorting machines are mechanical devices and even with onsite technicians, there can be downtime. PBPS Omaha, NE employs four full time, trained technicians. By having 5 sorting machines in Omaha, NE and the ability to move work to other sites such as Des Moines, IA, Chicago, IL, Kansas City, MO, Minneapolis, MN, and Madison, WI, PBPS does not worry about major capacity losses or missing a mail date should one or two machines have technical issues. This is particularly important to companies who may be governed by regulatory agencies and require a later pickup in the day.

**Reporting** - PBPS has a multitude of reporting capabilities through its online portal, Presort Account. We offer a consistent data capture platform to provide enterprise wide reporting based on client requirements that allows for reporting tailored on a client-by-client basis.

### **D. DETAILED PROJECT WORK PLAN**

PBPS' detailed project work plan is addressed in the attached response to the bidder requirements.

### **E. DELIVERABLES AND DUE DATES**

Letter mail will be picked up, processed, and presented to the USPS on a same day basis. Flat mail will be picked up, processed, and presented to the USPS on a next day basis.

**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

**BIDDER MUST COMPLETE THE FOLLOWING**

with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

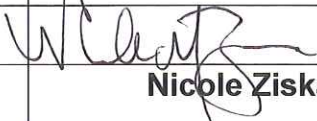
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

BIDDER:	<b>Pitney Bowes Presort Services, LLC</b>
COMPLETE ADDRESS:	<b>10110 I Street, Omaha, NE 68127</b>
TELEPHONE NUMBER:	<b>402-339-6500</b>
FAX NUMBER:	<b>402-339-6588</b>
DATE:	<b>July 6, 2023</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Nicole Ziska, SVP, Strategy &amp; Insights</b>

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6788 Z1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Pitney Bowes Presort Services, LLC
Bidder Address:	10110 I Street, Omaha, NE 68127
Contact Person & Title:	Kevin Ziska
E-mail Address:	Kevin.Ziska@pb.com
Telephone Number (Office):	402-596-7901
Telephone Number (Cellular):	402-213-4882
Fax Number:	402-339-0137

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Pitney Bowes Presort Services, LLC
Bidder Address:	10110 I Street, Omaha NE 68127
Contact Person & Title:	Kevin Ziska
E-mail Address:	Kevin.Ziska@pb.com
Telephone Number (Office):	402-596-7901
Telephone Number (Cellular):	402-213-4882
Fax Number:	402-339-0137

## Cost Proposal

### Request for Proposal Number 6788 Z1

Bidder Name: Pitney Bowes Presort Services, LLC

Cost must be on a per piece basis, and reflect both the rate for sorting and barcoding, and a set postage rate per piece to cover the postage pay-up (this is to eliminate a floating pay-up postage charge). **NO ADDITIONAL COSTS WILL BE ALLOWED including but not limited to transportation, delivery, barcoding and sorting.**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service. The State reserves the right to award to multiple bidders in whole or in part.

**Bidders are encouraged to provide cost for both Option A, B and C if capable of providing both services.**

#### OPTION A

	INITIAL CONTRACT PERIOD YEAR 1	INITIAL CONTRACT PERIOD YEAR 2	INITIAL CONTRACT PERIOD YEAR 3	INITIAL CONTRACT PERIOD YEAR 4	FIRST OPTIONAL RENEWAL YEAR 1	SECOND OPTIONAL RENEWAL YEAR 1
	COST PER PIECE	COST PER PIECE	COST PER PIECE	COST PER PIECE	COST PER PIECE	COST PER PIECE
Presort Flats Mail Preparation	\$0.386	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter
Presort Letters Mail Preparation	\$0.03	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter

**OPTION B**

	<b>INITIAL CONTRACT PERIOD YEAR 1</b>	<b>INITIAL CONTRACT PERIOD YEAR 2</b>	<b>INITIAL CONTRACT PERIOD YEAR 3</b>	<b>INITIAL CONTRACT PERIOD YEAR 4</b>	<b>FIRST OPTIONAL RENEWAL YEAR 1</b>	<b>SECOND OPTIONAL RENEWAL YEAR 1</b>
	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>
Presort Flats Mail Preparation	\$0.386	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter

**OPTION C**

	<b>INITIAL CONTRACT PERIOD YEAR 1</b>	<b>INITIAL CONTRACT PERIOD YEAR 2</b>	<b>INITIAL CONTRACT PERIOD YEAR 3</b>	<b>INITIAL CONTRACT PERIOD YEAR 4</b>	<b>FIRST OPTIONAL RENEWAL YEAR 1</b>	<b>SECOND OPTIONAL RENEWAL YEAR 1</b>
	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>	<b>COST PER PIECE</b>
Presort Letters Mail Preparation	\$0.03	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter

Option A is for the cost of the combined services. Option B and Option C may be the contracted cost if a multi award is found to be in the best interest of the State. Also, Option B or Option C is to be completed if the bidder is only able to provide one of the services. The intent of the options is for the State to receive a lower cost if both services are awarded to one contractor under Option A.