STATE OF MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

STATE CONTRACT AGREEMENT

CONTRACTOR: Xerox Direct

SUPPLIER #: 3100034877

COMMODITIES COVERED: Copiers - Purchase and Rental

STATE CONTRACT #: 8200017752

SMART CONTRACT #: 1130-15-C-SWCT-00643

EFFECTIVE: May 1, 2015 through April 30, 2016

This State Contract Agreement is made this 29th day of April 2015, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Xerox Direct, 384 Galleria Parkway Suite 100, Madison, MS 39110 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of copiers - purchase and rental on a nonexclusive basis for a period of twelve (12) months beginning May 1, 2015, and ending April 30, 2016, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Copiers - Purchase and Rental* and the Contractor's Proposal submitted on March 10, 2015. Computer Printers are not allowed on contract as well as copiers with speeds over 110 CPM. Please note, this is a price agreement contract wherein the agencies and governing authorities will be authorized to purchase and/or rent at or below the prices set forth in the contract.

All rentals will be covered by the terms and conditions of the Generic Rental Agreement for use by Mississippi Departments and Vendors (revised February 2014).

All purchases will be covered by the vendor's standard terms and conditions, provided, however, that should any parts or parts of the standard terms and conditions be in be in conflict with the laws and/or written policies of the State of Mississippi, that part or parts of the standard terms and conditions shall become void and shall be excluded from any and all transactions. If this provision is not acceptable, please notify us in writing within five working days. If we receive such notification the contract will not become effective as stated herein. The below information on multi-functional devices and networking copiers is also considered to be a part of this agreement.

Multi-Functional Devices and Networking Copiers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called "multi-functional" to also be included in the OPT contract.

ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, and the total amount of the purchase/rental exceeds $250,000, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT

requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract. If the total amount of the purchase/rental does not exceed $250,000, ITS approval is no longer required. "Total amount of the purchase" shall mean the cost of the copier and all attachments. "Total amount of the rental" shall mean the monthly cost of the copier and all attachments multiplied by the term of the rental agreement.

Political Subdivisions-Counties, Municipalities, Schools, etc.

This contract provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein. Any such agency or political subdivisions electing to purchase as herein provided shall write the following on the face of the purchase order:

"P. O. issued pursuant to provisions of Mississippi State
Contract No. 8200017752 and Smart No. 1130-15-C-SWCT-00643

Prices for this new period are included on the contract posted in MAGIC and on the State of Mississippi Website.

AUTHORIZED PURCHASERS: The State, as referred to herein, enters into this State Contract Agreement for the benefit of all state agencies, boards, commissions, departments, institutions, counties, municipalities, school districts and other political subdivisions of the State of Mississippi. These entities are authorized to purchase from this Contract in accordance with Miss. Code Ann. §§ 31-7-1, et seq., and the *Mississippi Procurement Manual*.

Purchase Orders prepared by these authorized purchasers shall include this State Contract Agreement Number referenced above.

PRICE GUARANTEE: The prices established herein shall prevail for the term of this Agreement, except in the event of a general market decline in prices of such commodities at any time during the period of this Contract, the Contractor agrees that the State of Mississippi shall receive full benefit of such decline.

The State Bureau of Financial Control shall not approve any account nor order and direct payment of any account for the purchase of any commodity covered by this Contract when the purchase price is in excess of the maximum price fixed in this Agreement.

PRICE DATA: The Contractor has furnished a price list for the new period for authorized purchasers. The State agrees to notify all authorized purchasers of the existence of this Contract and to give the specific instructions relative to the procedures to be followed in making purchases under the provisions hereof.

Entities making purchases over $50,000 may consider obtaining two competitive quotes from the authorized dealers' list on this manufacturer's contract. If this manufacturer does not have a dealers' list, the manufacturer should be prepared to submit a quote.

PAYMENT: Payment for commodities or equipment purchased under the provisions of this Contract shall be made to the Contractor or to the authorized dealer making delivery in accordance with Miss. Code Ann. §§ 31-7-301, et seq. (as amended). Such payment is to be made only upon receipt, by the authorized purchaser, of properly certified invoices, which are priced strictly in accordance with the pricing provisions of this Contract. Net Forty-five(45) days Without Penalty.

QUANTITY TO BE PURCHASED: It is understood and agreed that the Contractor is entering into this Agreement as a multiple source of supply without any guarantee from the State as to the quantity of the items covered by this Contract that might be ordered during the specified period.

TRANSPORTATION TERMS: The Contractor shall deliver F.O.B. Destination, Freight Prepaid.

INDEMNIFICATION: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

ASSIGNMENT: The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the State. Any attempted assignment or transfer without said consent shall be void and of no effect.

CANCELLATION: It is agreed that either party may cancel this Agreement by giving thirty (30) days written notice prior to the effective date of cancellation. Contractor is advised that cancellation of this Agreement by the Contractor may result in disqualification from the awarding of future contracts with the State.

TAXES: No Federal Excise Tax or Mississippi Sales Tax will be added to or otherwise included in the prices submitted by the Contractor. The Contractor understands and agrees that the State and its authorized purchasers exempt from the payment of taxes.

RECEDENCE: This Contract consists of this Agreement, the Proposal Format and Guidelines referenced herein above, and the Contractor's Proposal. Any ambiguities, conflicts, or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to the Proposal Format and Guidelines, and, if still unresolved, by reference to the Contractor's Proposal.

ORDERING INFORMATION: Please place all orders under this agreement with an approved dealer/distributor from the attached list.

DEPARTMENT OF FINANCE AND ADMINISTRATION
FOR THE
STATE OF MISSISSIPPI

BY: Regina L. Irwin

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: May 4, 2015

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: Nick Finn

TITLE: Acct. Gen. Mgr.

DATE: 5/4/15