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

STATE CONTRACT AGREEMENT

CONTRACTOR: Pitney Bowes, Inc.

STATE CONTRACT #: 8200025358

SUPPLIER #: 3100000308

SMART CONTRACT #: 1130-16-C-SWCT-00323

COMMODITIES COVERED: Mailing Equipment

EFFECTIVE: July 1, 2016
through
June 30, 2017

This State Contract Agreement is made this 13th day of June, 2016, between the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management for the State of Mississippi (hereinafter the "State") and Pitney Bowes, Inc., 3001 Summer Street, Stamford, CT 06926 (hereinafter the "Contractor").

SCOPE: The Contractor agrees to furnish the State its normal requirements of mailing equipment on a nonexclusive basis for a period of twelve (12) months beginning July 1, 2016, and ending June 30, 2017, in accordance with all requirements in the *State of Mississippi Proposal Format and Guidelines For Mailing Equipment* and the Contractor's Proposal submitted on April 14, 2016

Proposals for rental contracts will be considered. Vendors should submit proposed rental rates or monthly rental factors which will be applied to the purchase price to determine monthly or quarterly costs.

When entering into any rental of contract equipment under the jurisdiction of the Office of Purchasing and Travel, the Agency and Vendor must use the Rental Agreement For Use by Mississippi Departments and Vendors (applicable to equipment rental transactions) Revised Date: July 2015. THIS APPROVED RENTAL AGREEMENT IS THE ONLY AGREEMENT THAT SHALL BE PRESENTED TO A STATE GOVERNMENT ENTITY FOR RENTALS ON THE MAILING EQUIPMENT STATE CONTRACT. Any rental entered into which does not utilize our State Rental Agreement is in direct violation of the terms of the contract and shall be rendered null and void. Vendors and/or Authorized Distributors that are in violation of this requirement will be immediately removed from the state contract and may also be removed from the bidders list for a period of 24 months.

If a Vendor wishes to utilize third party financing of equipment rented to a state agency or governing authority, the Vendor must get prior approval from the Office of Purchasing, Travel and Fleet Management and provide a document which indicates that if the Vendor is unable to perform maintenance and equipment removal, then the financing source will be responsible for providing these services at no additional cost to the State. This document must be signed by a representative of the Vendor and of the finance source. If approved, this document must also be given to the using agency.

The Mississippi Office of Purchasing, Travel and Fleet Management will permit trade-in of equipment for credit when state agencies enter into a rental contract. However, all applicable credit must be extinguished prior to any payments being made by the agency. Contracts wherein that credit is spread out over the term of the contract will not be allowed.

Equipment and supplies that are not listed on the contract as approved by the Mississippi Office of Purchasing, Travel and Fleet Management should not be presented to using agencies as though it is included as part of the contract. This includes replacement or upgraded equipment for machines already listed on the contract.

Replacement or upgraded equipment should be added to the contract during the amendment period, (see Section XI. Amendments). Until these items are added to the contract, using agencies must purchase them using routine purchasing procedures (i.e., quotes, advertised bids, etc.).

Mailing equipment with a net unit cost exceeding $50,000 will not be considered in this agreement.

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.

PAYMENT TERMS: 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.

PRECEDENCE: 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: Erian Weakley

OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT

DATE: 6-16-2016

THIS MUST BE SIGNED BY AN OFFICIAL
OF THE COMPANY

BY: David Gobbel

TITLE: Government Account Manager

DATE: 6/15/16