

Statewide Contract Information Sheet

Statewide Contract Number		SWC90791	
Name of Contract	Mail Equipment		
Effective Date	February 28, 2009		
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***See Team Georgia Marketplace for current contract owner.**

Supplier Information Sheet

Supplier Name: Pitney Bowes

Contract Information	
Statewide Contract Number	SWC90791-01
PeopleSoft Supplier Number	0000004274
Supplier Name & Address	
<p>Pitney Bowes 2875 Breckinridge Blvd. Duluth, GA 30096</p>	
Contract Administrator	
<p>Mitch Cummings Telephone: 706-443-8641 mitchell.cummings@pb.com</p>	<p>Vic Paschal 205-246-4294 victor.paschal@pb.com</p>
Contact Details	
Ordering Information	2875 Breckinridge Blvd. Duluth, GA 30096
Remitting Information	P. O. Box 371896 Pittsburgh, PA 15250-7896
Delivery Days	Orders will be shipped within 30 days after receipt of Purchase Order
Discounts	N/A
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

Supplier Information Sheet

Supplier Name: Neopost USA Inc.

Contract Information		
Statewide Contract Number	SWC90791-03	
PeopleSoft Supplier Number	0000016017	
Supplier Name & Address		
Neopost USA Inc. 478 Wheelers Farms Road Milford, CT 06461		
Contract Administrator		
Larry Waters Janna E, Beames Phone: 281-216-4596 203-301-3842 Toll Free: 1-800-671-2677 1-800-671-2677 Fax: 770-717-9951 770-717-9951		
Contact Details		
Ordering Information	Purchased Equipment	Leased Equipment
	Neopost USA Inc. 478 Wheelers Farms Rd. Milford, CT 06461 Phone: 203-301-3400 Fax: 203-301-2600	MailFinance Inc. 478 Wheelers Farms Rd. Milford, CT 06461 866-448-0045 866-644-6327
Remitting Information	Equipment Rentals,	Leased Mail Equipment
	Meter Rentals & Supplies Neopost USA Inc. 25880 Network Place Chicago, IL 60673-1258	MailFinance Inc. 25881 Network Place Chicago, IL 60673-1258
Delivery Days	Orders will be shipped within 30 days after receipt of Purchase Order	
Payment Terms	Net 30 Days	
Bid Offer includes	State and Local Government	
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.	

Changes/Renewals/Extensions

Extension#3

New Contract Term October 1, 2014 – December 31, 2014

Extension#2

New Contract Term July 1, 2014 – September 30, 2014

Extension#1

New Contract Term February 27, 2014 – June 30, 2014

Amendment/Renewal #4

New Contract Term February 27, 2013 – February 26, 2014

Amendment/Renewal #3

New Contract Term February 27, 2012 – February 26, 2013

Amendment/Renewal #2

New Contract Term February 27, 2011 – February 26, 2012

Amendment/Renewal #1

New Contract Term February 27, 2010 – February 26, 2011

Contract Change

Introduction of Standard Lease Agreement – The contractual relationship between Supplier and the State Entity shall be governed by the following order of precedence:

- (i) The provisions of the Statewide Contract and
- (ii) The provisions of the new Standard Lease Agreement.

Ordering Instructions

To place orders from this contract, please reference SWC 90791.

**STATE OF GEORGIA STATEWIDE
CONTRACT NO. SWC 90791
MAILING EQUIPMENT**

STANDARD LEASE AGREEMENT	
Statewide Contract #:	SWC 90791
Solicitation #:	RFP No. 99999-001-0000001210
Solicitation Title:	Statewide Procurement of Mailing Equipment
Contractor's Full Legal Name:	
State Entity Name:	
State Entity Billing Address:	

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, DOAS and Contractor amended the Statewide Contract to provide that all new leases entered into on or after the effective date of the amendment shall be on the Standard Lease Agreement agreed to by DOAS and Contractor;

WHEREAS, the State Entity desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this Standard Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to State Entity the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the State Entity the installation and maintenance and other services described in the statewide contract.
- 2. ORDER OF PRECEDENCE.** The contractual relationship between Contractor and the State Entity shall be governed by the following order of precedence: (i) the provisions of the Statewide Contract and (ii) the provisions of this Standard Lease Agreement, including all exhibits attached hereto and incorporated into this Standard Lease Agreement.
- 3. TERM AND RENEWAL.** The initial term of this Standard Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year (July 1 – June 30). Thereafter, the Standard Lease Agreement may be renewed at the sole discretion of the State Entity on

a year-to-year basis (one year at a time) for the period of time identified in Attachment 1. State Entity may, at its sole option, renew as to all of the Equipment and Services to be provided hereunder or as to only selected Equipment and Services. The terms and conditions of this Standard Lease Agreement shall apply during any and all renewals.

- 4. SHIPPING, DELIVERY AND RETURN.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the State Entity and shall install the Equipment at the State Entity's premises at no cost to the State Entity. Shipment/Delivery shall be FOB: Destination. Unless title to the Equipment is transferred to the State Entity as provided below, Equipment will be returned in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted.
- 5. PAYMENT AND ACCEPTANCE.** State Entity agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the State Entity as hereinafter provided. Contractor shall not invoice State Entity in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any Services in accordance with the schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the State Entity, Contractor shall provide written notification of completion of the delivery, or other performance of Services, to the State Entity ("Delivery Notice"). State Entity shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the State Entity, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the State Entity to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or Services. In the event State Entity issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. State Entity shall not unreasonably withhold or delay such acceptance or rejection.
- 6. TERMINATION.** Termination of this Standard Lease Agreement shall be governed by the following provisions:

 - a.** Each party has the right to terminate this Standard Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
 - b.** Provided that Contractor is in default of this Standard Lease Agreement, State Entity may terminate this Standard Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
 - c.** State Entity may terminate this Standard Lease Agreement, in whole or in part, immediately, without notice, if: (i) State Entity deems that such termination is necessary to prevent or protect

against fraud or otherwise protect State Entity's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).

- d. Upon the termination or expiration of this Standard Lease Agreement, Contractor shall promptly return to State Entity all papers, materials and other property of State Entity then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation).
 - e. If State Entity terminates this Standard Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this Standard Lease Agreement as set forth in subsection (a) above, then State Entity will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.
- 7. FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this Standard Lease Agreement shall terminate without further obligation of the State Entity as of that moment. The determination of the State Entity as to the occurrence of the events stated herein shall be conclusive; State Entity represents, however, that it will use reasonable care that the termination of this Standard Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
- 8. TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the State Entity makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, State Entity will provide a certificate of tax exemptions which apply to this Standard Lease Agreement.
- 9. ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this Standard Lease Agreement.
- 10. WAIVER AND SEVERABILITY.** The waiver by State Entity of any breach of any provision contained in this Standard Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Standard Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this Standard Lease Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this Standard Lease Agreement have no substantive meaning or content and are not a part of this Standard Lease Agreement.
- 11. APPLICABLE LAW AND VENUE.** This Standard Lease Agreement shall be governed by and

interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

12. NOTICES. All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

STATE ENTITY	CONTRACTOR
Name:	Name:
Title:	Title:
Address:	Address:
Email Address:	Email Address:

13. TIME IS OF THE ESSENCE. Time is of the essence with regard to performance of any services under this Standard Lease Agreement, unless the parties agree otherwise in writing.

14. TITLE AND RISK OF LOSS. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the State Entity shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by State Entity in accordance with Section 5 above. Insurance during shipment and until the Equipment is accepted by State Entity is the responsibility of the Contractor.

15. ENTIRE AGREEMENT. This Standard Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of State Entity or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Standard Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this Standard Lease Agreement effective the date first written above.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	

STATE ENTITY

State Entity's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	

**Attachment 1
36 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

EQUIPMENT/SERVICES DESCRIPTION	
Manufacturer & Model Name:	
Accessories:	
Services/Maintenance:	
Additional Description (if any):	

36 MONTH LEASE TERM	
Total Lease Term:	36 MONTHS
Initial Term:	Date of State Entity Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 36 months.
Monthly Payment Amount:	
*The Date of State Entity Acceptance shall be the date that the State Entity accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

DELIVERY ADDRESS & STATE ENTITY CONTACT	
State Entity Contact Name:	
Phone Number:	
Email:	
State Entity Delivery Address:	
Delivery Date:	

**Attachment 1
48 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

EQUIPMENT/SERVICES DESCRIPTION	
Manufacturer & Model Name:	
Accessories:	
Services/Maintenance:	
Additional Description (if any):	

48 MONTH LEASE TERM	
Total Lease Term:	48 MONTHS
Initial Term:	Date of State Entity Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months.
Monthly Payment Amount:	
*The Date of State Entity Acceptance shall be the date that the State Entity accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

DELIVERY ADDRESS & STATE ENTITY CONTACT	
State Entity Contact Name:	
Phone Number:	
Email:	
State Entity Delivery Address:	
Delivery Date:	

**Attachment 1
60 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

EQUIPMENT/SERVICES DESCRIPTION	
Manufacturer & Model Name:	
Accessories:	
Services/Maintenance:	
Additional Description (if any):	

60 MONTH LEASE TERM	
Total Lease Term:	60 MONTHS
Initial Term:	Date of State Entity Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Fourth Renewal:	July 1, through June 30,
Final Renewal:	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 60 months.
Monthly Payment Amount:	
*The Date of State Entity Acceptance shall be the date that the State Entity accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

DELIVERY ADDRESS & STATE ENTITY CONTACT	
State Entity Contact Name:	
Phone Number:	
Email:	
State Entity Delivery Address:	
Delivery Date:	