Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 26, 2008

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **3800 Heritage Ave. A2** **Okemos, MI 48864** **Email: leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **September 30, 2008**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED until September 30, 2008 and INCREASED $400,000.00.

Also, change of mailing address as follows:

Pitney Bowes Inc.
Attn: Leanne Richards
3800 Heritage Ave. A2
Okemos, MI 48864 (Mail Code 057)

Other addresses are as follows:

(Remittance Address) **Pitney Bowes Inc. (GMS) MAILING** **PO Box 856390 mail code 027** **Louisville KY 40285-6390**	**(Remittance Address)** **Pitney Bowes Global Financial Services (PBGFS) LEASING** **PO Box 856460 mail code 049 & 054** **Louisville, KY 40285-6460**
(For Postage Deposits – Must include 8 digit Postage-by-Phone Account Number for correct routing)	**(Customer Care Center)** **Mail code 048 Mailing** **Mail code 058 leasing** **Pitney Bowes** **Correspondence** **1305 Executive Blvd** **Chesapeake, Va 23320**

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations and State Administrative Board approval on March 18, 2008.

NET INCREASE: $400,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $3,000,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

March 26, 2008

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **3800 Heritage Ave. A2** **Okemos, MI 48864** **Email: leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **September 30, 2008**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED until September 30, 2008 and INCREASED $400,000.00.

Also, change of mailing address as follows:

Pitney Bowes Inc.
Attn: Leanne Richards
3800 Heritage Ave. A2
Okemos, MI 48864 (Mail Code 057)

Other addresses are as follows:

(Remittance Address) **Pitney Bowes Inc. (GMS) MAILING** **PO Box 856390 mail code 027** **Louisville KY 40285-6390**	**(Remittance Address)** **Pitney Bowes Global Financial Services (PBGFS) LEASING** **PO Box 856460 mail code 049 & 054** **Louisville, KY 40285-6460**
(For Postage Deposits – Must include 8 digit Postage-by-Phone Account Number for correct routing)	**(Customer Care Center)** **Mail code 048 Mailing** **Mail code 058 leasing** **Pitney Bowes** **Correspondence** **1305 Executive Blvd** **Chesapeake, Va 23320**

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations and State Administrative Board approval on March 18, 2008.

NET INCREASE: $400,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $3,000,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 20, 2007

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office** **Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite #9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **April 1, 2008**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED until June 1, 2008.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations and State Administrative Board approval on December 18, 2007.

NET INCREASE: $200,000.00
+

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,600,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 28, 2007

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office** **Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite #9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **April 1, 2008**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED until April 1, 2008.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,400,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 14, 2007

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office** **Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite #9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **September 30, 2007**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED for three months. The new Contract ending date is now September 30, 2007.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Vendor contact dated May 10, 2007 and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,400,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 18, 2006

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office** **Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite #9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **December 31, 2006**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby EXTENDED until June 30, 2007.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per Vendor email dated August 29, 2006 and Administrative Board Approval of October 17, 2006.

INCREASE: $400,000.00 TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,400,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 16, 2005

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office** **Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite #9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Joan Bosheff**
Contract Compliance Inspector: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **December 31, 2006**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED until December 31, 2006.

All other terms, conditions, specifications and pricing remain unchanged.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,000,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 14, 2004

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

Fax: (517) 694-7363

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office** **Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite #9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** VENDOR NUMBER/MAIL CODE BUYER (517) 373-7374 **Joan Bosheff**
Contract Administrator: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **September 30, 2005**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, prices are reduced per the attached. In addition, this contract is hereby EXTENDED until September 30, 2005.

All other terms, conditions, specifications and pricing remain unchanged.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,000,000.00

1. **Effective October 1, 2003, price reductions for all non-digital meters on rental per the following:**

Model	Current Monthly Price	New Monthly Price
B700	$36.05	$33.00
B900	$76.75	$71.00
6500	$76.60	$71.00
A900	$76.60	$71.00
E100	$98.60	$91.00
E301	$99.50	$92.00
E700/E707	$17.75	$16.00
F800	$62.00	$57.00
F900	$62.00	$57.00

2. **Price reductions on digital mailing systems with metering technology per the following:**

Item	Price	Description
SPY2	$5,546.00	DM500/5#
SPY3	$6,603.00	DM500/30#
SPY5	$7,223.00	DM550/5#
SPY6	$8,736.00	DM550/30#
SPVE	$11,345.00	DM800, 210 WOW, 100 Accounts
SPVH	$13,615.00	DM800, 210 WOW, 100 Accounts
SPMD	$17,453.00	DM900, WOW, 100 Accounts, PC Interface
SPWV	$18,798.00	DM1000 WOW, 300 Dept. Accounting
SPWX	$21,138.00	DM1000 WOW, stacker, console, 300 dept., J624ptr

3. **Price reduction on any new lease or rental of digital “DM-Series Intellilink” meter model “IA00/IA05” from $75.25/month to $64.25/month.**

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **October 29, 2003**
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office – Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite 9** **Holt, MI 48842** **leanne.Richards@PB.com**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** **Fax: (517) 694-7363** VENDOR NUMBER/MAIL CODE BUYER (517) 373-7374 **Joan Bosheff**
Contract Administrator: Joan Bosheff **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **September 30, 2004**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED until September 30, 2004.

All other terms, conditions, and prices remain the same.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,000,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **November 29, 2001**
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Pitney Bowes** **Lansing District Office – Mailing Equipment Division** **2450 Delphi Commerce Drive, Suite 9** **Holt, MI 48842**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** **Fax: (517) 694-7363** VENDOR NUMBER/MAIL CODE BUYER (517) 241-0705 **Susan Every**
Contract Administrator: Susan Every **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **June 1, 2004**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Vendor address for mailing equipment has changed from Keystone Ave. in Lansing to the Holt address above. New mail code is 034. Also note the new fax number.

AUTHORITY/REASON:

DMB/OOP

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $2,000,000.00

Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice,may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **June 4, 2001**
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Pitney Bowes** **1545 Keystone Avenue** **Lansing, MI 48911**	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** **Fax: (517) 393-6741** VENDOR NUMBER/MAIL CODE BUYER (517) 241-0705 **Susan Every**
Contract Administrator: Susan Every **Mailing Equipment - Statewide**	
CONTRACT PERIOD: From: **June 1, 2001** To: **June 1, 2004**	
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

Please note that this is an "Optional Use Contract" for use by all State Agencies, negotiated by the Office of Purchasing. The terms and conditions of this Contract are attached. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Est. Contract Value: $2,000,000.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1001388
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE Leanne Richards **1-800-322-8000 x 5712** **Fax: (517) 393-6741**
Pitney Bowes **1545 Keystone Avenue** **Lansing, MI 48911**	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-0705 **Susan Every**

Contract Administrator: Susan Every

Mailing Equipment - Statewide

CONTRACT PERIOD: From: **June 1, 2001**	To: **June 1, 2004**
TERMS **Net 30 Days**	SHIPMENT **Supplies: 5-10 Days, Equipment: 15-30 Days, Complex Systems: 45 Days**
F.O.B. **Delivered**	SHIPPED FROM **Various locations**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:

Please note that this is an "Optional Use Contract" for use by all State Agencies, negotiated by the Office of Purchasing. The terms and conditions of this Contract are attached. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

This Contract is EXTENDED to Local Units of Government.

Est. Contract Value: $2,000,000.00

THIS IS NOT AN ORDER: A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	**FOR THE STATE:**
Firm Name	Signature **Jim Konrad**
Authorized Agent Signature	Name **Director, Commodities & Services Division**
Authorized Agent (Print or Type)	Title
Date	Date

+

TABLE OF CONTENTS

Terms and Conditions

I-A GENERAL 1

I-B INCURRING COSTS 1

I-C DISCLOSURE 1

I-D CONTRACT TERM 2

I-E ISSUING OFFICE 2

I-F CONTRACT ADMINISTRATOR 2

I-G PRIME CONTRACTOR RESPONSIBILITIES 2

I-H NEWS RELEASES 3

I-I SPECIFICATIONS 3

I-J ORDERING INFORMATION 3

I-K PRICE 4

I-L PAYMENT 5

I-M TRADE-INS 5

I-N MINIMUM ORDER 5

I-O INDEMNIFICATION 5

I-P CONTRACTOR'S LIABILITY INSURANCE 7

I-Q CANCELLATION 8

I-R ASSIGNMENT 9

I-S NON-DISCRIMINATION CLAUSE 9

I-T UNFAIR LABOR PRACTICES 9

I-U TAXES 10

I-V MODIFICATION OF CONTRACT 10

I-W ACCOUNTING RECORDS 10

I-X FREE ON BOARD (F.O.B.) POINT 10

I-Y RECYCLED CONTAINERS 10

I-Z USAGE REPORTING 10

I-AA NON-STATE AGENCY REQUIREMENTS 11

ITEMS LISTING 12

MAILING EQUIPMENT
TERMS AND CONDITIONS

I-A GENERAL

This contract is an "Optional Use" contract for the purchase, lease, and/or maintenance of mailing equipment to be ordered from the vendor's catalog (attached). Agencies are not obligated or required to utilize this contract to procure the items needed. If any agency determines that the purchase of the items listed is not in the State's best interest, such items may be procured elsewhere using the normal State Purchasing process. Pricing will fluctuate according to contractor's GSA contract. Items not on the GSA contract are similarly discounted and the pricing will fluctuate using the same methodology.

Please note that this Contract is to be used only for the acquisition of new equipment not already in the State's possession. Existing Contracts and payment methods should continue to be used for equipment already in the State's possession.

The failure of a party to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the contract.

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

I-B INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the contractor prior to signing of a contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this contract.

I-C DISCLOSURE

Public Act No. 442 of 1976, known as the "Freedom of Information Act", provides for the complete disclosure of contracts and attachments hereto. Nothing in this section shall preclude the State of Michigan from disclosing information marked proprietary if the state is legally bound to do so.

I-D CONTRACT TERM

This Contract will be for a 3 year period and will commence with the issuance of the contract. This will be approximately June 1, 2001 to June 1, 2004. By mutual agreement of the parties, the Contract may be extended for an additional two one (1) year periods. Contractor performance, quality of products and Contractor's ability to deliver on time shall be used as a basis for any decision by the Office of Purchasing to extend the Contract into the one year extension(s).

I-E ISSUING OFFICE

This Contract is issued by the Office of Purchasing, State of Michigan, Department of Management and Budget, hereinafter known as the Office of Purchasing, for the various State of Michigan departments, hereinafter known as state agencies. Where actions are a combination of those of the Office of Purchasing and the State agency, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this contract. The Office of Purchasing will remain the SOLE POINT OF CONTACT throughout the procurement process until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget
Office of Purchasing
Attn: Susan Every
2nd Floor, Mason Building
P. O. Box 30683
Lansing, Michigan 48909-8183

I-F CONTRACT ADMINISTRATOR

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that all state agencies be authorized to administer the contract on a day-to-day basis during the term of the contract. However, administration of the contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by the Office of Purchasing.

I-G PRIME CONTRACTOR RESPONSIBILITIES

The prime Contractor will be required to assume responsibility for all contractual activities offered in this Contract, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the

anticipated contract. If any part of the work is to be subcontracted, a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

I-H NEWS RELEASES

News releases pertaining to this contract or the services, study, data, or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

I-I SPECIFICATIONS

Definite Specifications – The commodity to be furnished hereunder shall conform to the specifications as noted in the vendor's catalog.

I-J ORDERING INFORMATION

Current items available on this Contract, as well as current pricing, is included in the attached catalog. This catalog is effective through September 30, 2001. Beginning October 1, 2001, agencies should refer to the Pitney Bowes State of Michigan Contract web site *(www.pb.com/states/michigan)* at the time of order for up-to-date information on items available and current pricing (or contact a Pitney Bowes representative).

Prior to ordering, contact Pitney Bowes, Leanne Richards, Michigan Government Accounts Representative or your local Pitney Bowes Representative to ensure that your equipment packages are selected and priced correctly.

Leanne M. Richards
Government Account Representative
1545 Keystone Avenue
Lansing, MI 48911
Phone: 800 322-8000 Ext. 5712
Fax: 517 393-6741

Your local sales representative can be reached by calling: 800 322-8000.
The following address should be utilized **to place orders**:

2060495050 (mail code 001)
Pitney Bowes
1545 Keystone Avenue
Lansing, MI 48911

Quarterly incentives, trade-ins and special marketing promotions may be offered that would modify the pricing.

All lease/purchase agreements include benefits such as:

*Non-Appropriations
*Purchase Order – Acceptance
*Ownership of equipment at end of term
*Customized billing

In the body of your Purchase Order please include the following:

1) Length of Lease/Purchase term
2) Payment amount and frequency, i.e. monthly, quarterly, annually
3) Indicate current fiscal year funds are to be paid from
4) List equipment – model numbers and quantities

All equipment comes with a 90-day warranty. Unless noted otherwise, delivery, installation and training are included. Please note that some of the products offered are not installed by Pitney Bowes and require no hands-on training to operate. For these products, manuals will be provided that show how to operate these products without further instruction.

I-K PRICE

Individual prices are consistent with the contractor's GSA contract. Pricing will fluctuate according to contractor's GSA contract. Items not on the GSA contract are similarly discounted and the pricing will fluctuate using the same methodology. Periodic price specials may be available to agencies. (Call Pitney Bowes, Leanne Richards, Government Accounts Representative 1-800-322-8000 ext. 5712 if any questions regarding the most current products and/or pricing).

The web site referenced above will be immediately modified as changes to the GSA contract occur. In the event new prices are not acceptable, the Contract may be canceled. All requests MUST be mailed to the Office of Purchasing.

The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

I-L PAYMENT

Payments shall be directed as indicated below:

For Outright Purchases & Maintenance:	**For Lease/Purchases:**
2060495050 (mail code 029) Pitney Bowes 2225 American Drive Neenah, WI 54956-1005	2060495050 (mail code 005) Pitney Bowes Credit Corp. P.O. Box 856179 Louisville, KY 40285-6179

I-M TRADE-INS

Trade-ins are accepted – like equipment for like equipment with a minimum $25 credit toward the replacement.

I-N MINIMUM ORDER

There is no minimum order.

I-O INDEMNIFICATION

1. General Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this contract.

(b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the contract;

(c) any claim, demand, action citation, or legal proceeding against the State, its employees and agents arising out of related to occurrences that the Contractor is required to insure against as provided for in this contract;

(d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily

injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

(e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its departments, division, agencies, sections, commissions, officers, employees and agents from and against all loses, liabilities, penalties, fines, damages (including taxes), and all related costs and expenses (including reasonable attorney's fees and disbursements, costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

In any and all claims against the State Of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its benefits acts. This indemnification clause is intended to be comprehensive, Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any

other subclause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect not withstanding the expiration or early termination of the contract with respect to any claims based on facts or conditions which occurred prior to termination.

I-P CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the contract (Purchase Order), whether such operations be by himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.

(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than $300,000 each occurrence and, when applicable $300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

(4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than $50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.

(5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than $300,000 each occurrence and when applicable, $300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE

CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

I-Q CANCELLATION

(a) The State may cancel the contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.

(b) The State may cancel the contract in the event the State no longer needs the services or products specified in the contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.

(c) The State may cancel the contract for lack of funding. The Contractor acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this contract are not appropriated or otherwise made available, the State shall have the right to terminate this contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.

(d) The State may immediately cancel the contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor’s business integrity.

(e) The State may immediately cancel the contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.

(f) The State may, with 30 days written notice to the Contractor, cancel the contract in the event prices proposed for contract modification/extension are unacceptable to the State.

I-R ASSIGNMENT

The Contractor shall not have the right to assign this contract or to assign or delegate any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the contract without the prior written consent of the State Purchasing Director.

I-S NON-DISCRIMINATION CLAUSE

In the performance of this contract or any purchase order resulting herefrom, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The contractor further agrees that every subcontract entered into for the performance of this contract or any purchase order resulting herefrom, will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the contract or purchase order.

I-T UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-U TAXES

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Contract prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

I-V MODIFICATION OF CONTRACT

The State reserves the right to increase or expand the services if deemed necessary by the agencies. The item(s) may be included on the contract, only if prior written approval has been granted by the Office of Purchasing.

In addition, the State reserves the right to modify the services during the course of this contract. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases.

I-W ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment of the Contract or extension thereof.

I-X FREE ON BOARD (F.O.B.) POINT

Prices are “FOB Delivered” with transportation charges prepaid on all orders.

I-Y RECYCLED CONTAINERS

The contractor is encouraged to deliver products packaged in containers using recovered materials suitable for the intended use. “Recovered material” is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition), and “secondary waste” (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

I-Z USAGE REPORTING

The Contractor may be required to report the contract usage by the various State Agencies and/or local units of government.

I-AA NON-STATE AGENCY REQUIREMENTS

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. The Contractor has indicated willingness to supply commodities to these authorized local units of government, school districts, etc. as well as the State departments and agencies. Therefore, this Contract is extended to members of the Extended Purchasing Program.

Inasmuch as these are non-State agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by DMB – Office of Purchasing.

ITEM LISTING

ITEM	COMMODITY ID	UNIT	DESCRIPTION	UNIT PRICE
001	600-71	1.00 LOT	Mailing, packaging, & shipping machines (incl. Packaging material dispensing machines) Mail processing equipment, scales, mail openers, folders, inserters, and supplies	$1,250,000.00
002	985-54	1.00 LOT	Mailing Equipment Incl. Postage meter rental or lease Postage Meter Rental Postage System Rentals	$500,000.00
003	939-37	1.00 LOT	Electronic Equipment Maint. & Repair Mailing/Postage Equipment Maintenance, Repair, and Software Updates	$250,000.00

When utilizing this contract in MAIN, choose the line item above that most closely reflects the items being ordered. Specific information regarding the item being ordered (i.e.: item, model number, term of lease/purchase, etc.) must then be entered into the specification portion of the line item.

Unit and pricing specific to the item being ordered must also be entered (i.e.: 36 months, unit price of $xxx per month).