

Requisition

Req # 00209399

PO #

Date: 01/17/12

Bill To: x
x

Vendor : 344478
PITNEY BOWES INC.
P.O. BOX 371896
PITTSBURGH PA 15250-7896

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
10.00	MONTH	REQUESTING A PO FOR EQUIPMENT RENTAL FOR A DM100 DIGITAL MAILING SYSTEM. MONTHLY AMOUNT: \$49.35 SIZE: 8.5" H X 13.6" W X 15.4"D WEIGHT: 15 LBS APPROX. ELECTRICAL: 100-240 V, 50/60 HZ, 3A MAX SPEED: UP TO 30 PIECES PER MINUTE MEDIA SIZES: MIN.: 5"(127MM) X 3"(76MM) MAX.: 15"(381MM) X 13"(330MM) MEDIA THICKNESS: MIN.: .007" MAX.: .375" FLAP DEPTH: MIN.: .875" MAX.: 3" JOB PRESETS: 5 OPTIONAL INTEGRATED WEIGHING: 2LB. OR 5 LN. CAPACITY APPROVALS: UL APPROVED, FCC COMPLAINT, ICES-003 COMPLIANT, TUV RHINELAND, CE, CB SCHEME, ENERGY STAR COMPLIANT CONNECTIVITY REQ: WINDOWS BASED PC WITH AN AVAILABLE USB PORT -SUPPLIED INSTALLATION KIT INCLUDES 14' USB CABLE ANALOG MODEM CONNECTIVITY AVAILABLE POSTAL COMPLAINT: DIGITAL IBIP DO NOT DUPLICATE ORDER DM100/ MOISTENER/ 2 LB INTEGRATED WEIGHING PLATFORM INTELLILINK INTERFACE / PSD FOR DM100 ACCOUNTING (10 DEPT) SOFTWARE CONFIRMATION SERVICES WELCOME KIT FOR DM100 PROFESSIONAL INSTALLATION AND TRAINING INTELLILINK SUBSCRIPTION WITH VALUE BASED SERVICES <u>Account No</u> 2-1100-421-00-293-001-0-442	49.35	493.50
			<u>Encumbrance</u>	
			493.50	
			Freight	.00
			Total	493.50
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TERM RENTAL TERMS AND CONDITIONS

This is a term rental agreement with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' financing company. PBGFS provides financing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink Control Center or Meter. Therefore, those items are rented to you, rather than leased or sold.

L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

L2. AGREEMENT

- L2.1 You will make each Monthly Payment by the due date shown on our invoice.
- L2.2 You may not cancel this Agreement for any reason except as expressly set forth in Section L10 below. All payment obligations are unconditional.
- L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in arrears each month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Term. Your Monthly Payment will increase if your PBI Payments increase.
- L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

L4.1 PBI owns any IntelliLink® Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 10.

L5. TERM

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

L6.1 If you default, or terminate this Agreement by non-appropriation under Section 10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

- L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.
- L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

- L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

- L9.1 You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.
- L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. REPRESENTATIONS

L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

- L12.1 If more than one customer is named in this Agreement, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L12.3 We may sell, assign, or transfer all or any part of this Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

Digital Mailing System DM100™ Series

IntelliLink™ technology

The control center of your system has easy to use and understandable prompts. It gives you access to special services online including Delivery Confirmation.

Auto-date advance

An internal clock advances the date automatically. Operators can advance the date to get a jump on processing tomorrow's mail.

Incoming mail dating

Time and date stamp capability tracks your incoming mail.

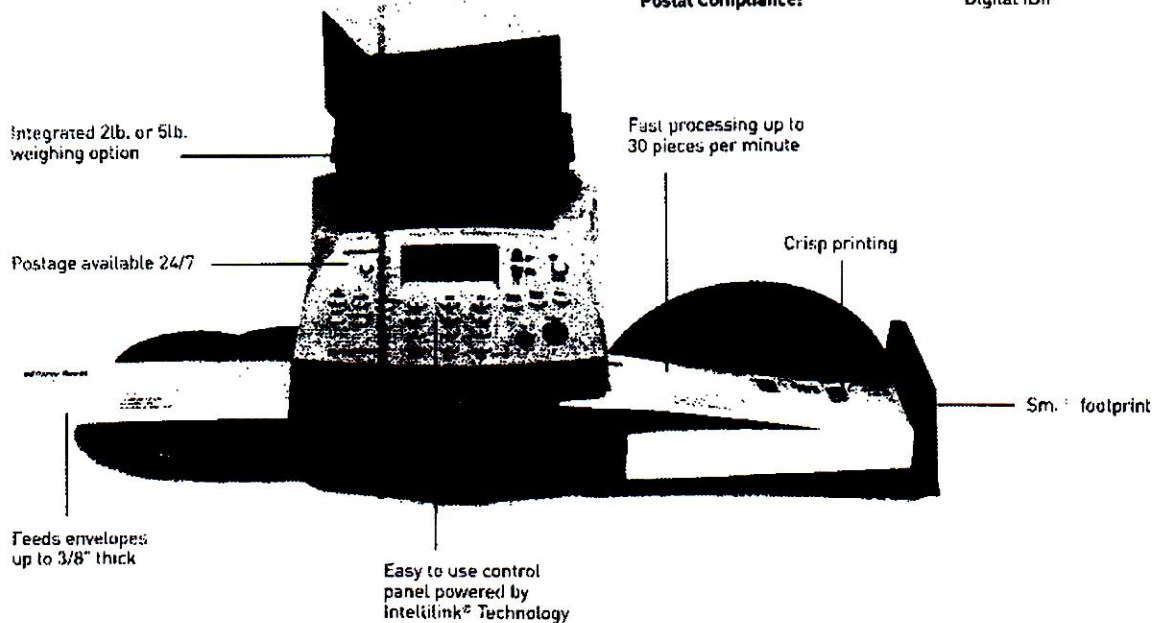
Manage postage

Today, it's crucial for businesses to account for postage expenses. Track up to 10 accounts with an option to track up to 50 accounts.

Services from your office

Take full advantage of special services online, without leaving your office. This includes Delivery Confirmation™ and electronic access to Certified Mail™ services.

Size:	8.5"H x 13.6" W x 15.4"D
Weight:	15 lbs. approximate
Electrical:	100-240 V, 50/60 Hz, 3A
Max. Speed:	Up to 30 pieces per minute
Media Sizes:	Min.: 5"(127mm) x 3"(76mm) Max.: 15"(381mm) x 13"(330mm)
Media Thickness:	Min.: .007" Max.: .375"
Flap Depth:	Min.: .875" Max.: 3"
Job Presets:	5
Optional Integrated Weighing:	2 lb. or 5 lb. capacity
Approvals:	UL approved, FCC compliant, ICES-003 compliant, TUV Rhineland, CE, CB Scheme, ENERGY STAR® compliant
Connectivity Requirements:	Windows based PC with an available USB port - Supplier installation kit includes 14' USB cable Analog modem connectivity available
Postal Compliance:	Digital IBIF



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1 800 322 8000 or visit us online:
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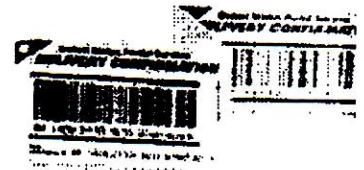
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1 Elmcraft Road
Stamford, CT 06926-0700



Mixed Sources
Product group made from a mix of
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Delivery Confirmation Fees



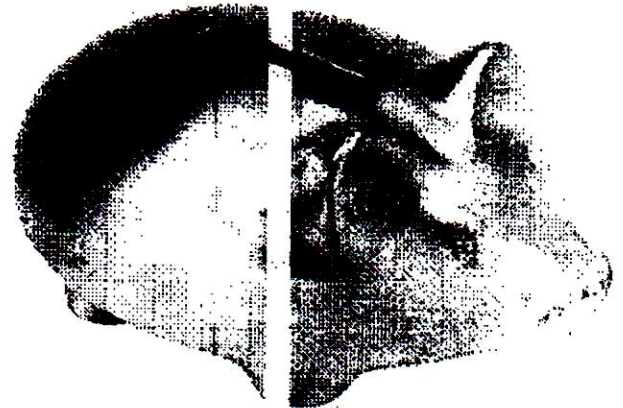
■ If the customer has Confirmation Services included in their lease:

- Delivery Confirmation for Priority Mail is **FREE**
- Delivery Confirmation for First Class Mail packages, and Package Services parcels (ex: Parcel Post, Library, Media Mail and Bound Printed Matter) would cost .19

■ If the customer is using the USPS retail rates and therefore not taking advantage of the PB electronic service:

- Delivery Confirmation for Priority Mail is .70
- Delivery Confirmation for First Class Mail packages, and Package Services parcels (ex: Parcel Post, Library, Media Mail and Bound Printed Matter) would cost .80

Save up to .70 cents
on every mail
piece!!





Digital Mailing System DM100™ Series

Save time

Small business owners wear many hats. There just isn't any extra time in a day to spend on tasks that are not core to your business. But the mail is a key method for communicating to your customers and it must get out.

Bring the post office to your office with the easy-to-use, DM100™ Digital Mailing System. It gives you all the conveniences you can get at the post office without leaving your office.

You decide

Take control of your mailing decisions right from your office. The DM100™ handles all types of mail including letters, flats and parcels — and lets you choose from multiple delivery classes and services. You control and manage all of your postage expenses with the ability to track 10 accounts up to 50.

Built-in smarts

The intelligence is built-in, keeping you up to date with new postal rates and software changes that will enhance your system. You can even download special graphics that will print on your envelope and promote your business, along with postal inscriptions and logos. And it's simple to use.

Small footprint

Its compact and sleek design fits into even the smallest of offices. The optional scale sits on top of the DM100™ to minimize the amount of space it needs.

Operates quietly

The DM100™ is so quiet that it won't disturb your office atmosphere.

Time saver

Postage is always available to you 24/7 via a high speed connection to our Postage By Phone® System.

 Pitney Bowes

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, February 06, 2012 1:43 PM
To: 'Martha Salazar'
Cc: norma.olivarez@co.hidalgo.tx.us; 'Tanya.Delira'
Subject: RE:

Yes, I approved on Thursday, January 26, 2012.

Josephine Ramirez Solis
Assistant Criminal District Attorney
 County Affairs Section
Office of Criminal District Attorney
 Hidalgo County, Texas
 100 N Closner Rm 303
 Edinburg, TX 78539
 (956) 318-2313 ext. 3823
 (956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, February 03, 2012 4:59 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: norma.olivarez@co.hidalgo.tx.us; 'Tanya.Delira'
Subject: FW:
Importance: High

Ms. Josephine:
 Can you see if you'd already responded to this?
 Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 02, 2012 3:16 PM
To: 'norma.silva@co.hidalgo.tx.us'
Subject: FW:
Importance: High

Ms. Normita:
 Do you know if Ms. Josephine has responded to this request? I know she's swamped. She may have already
 answered, but we cannot locate.

Thanks,
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, January 31, 2012 2:13 PM
To: 'Martha Salazar'
Cc: 'Norma Olivarez'
Subject: FW:
Importance: High

Ms. Marty have you heard anything from legal in reference to this agreement?

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, January 25, 2012 3:10 PM
To: 'Martha Salazar'
Cc: 'Norma Olivarez'
Subject: FW:
Importance: High

Ms. Marty I hate to bother you, but have you heard anything on this agreement?

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Friday, January 20, 2012 1:10 PM
To: 'Martha Salazar'
Subject: FW:
Importance: High

Ms. Marty any update on this. Have you received anything?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 17, 2012 5:21 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'
Subject: FW:
Importance: High

Mrs. Solis:
Please review and comment as to form.
Thanks,
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, January 17, 2012 3:50 PM
To: 'Martha Salazar'
Subject: FW:

Ms. Marty may you please forward to legal for their review.

Thanks!!!

2/6/2012

From: Raquel [mailto:raquel.ramos@co.hidalgo.tx.us]
Sent: Tuesday, January 17, 2012 3:18 PM
To: 'Blanca Mayorga'
Cc: 'Tanya.Delira'
Subject:

Good afternoon ladies,

Here is the information needed to move forward with requisition 209399. We are needing to move on this as soon as possible. I know that it takes time and has to be placed onto Commissioner's Court, but we mail out citations on a daily basis and we are having to purchase stamps out of pocket to get them mailed out. If there is anything else needed on my part, please let me know. Have a great day.

*Sincerely,
Raquel V. Ramos*

*Raquel V. Ramos
Administrative Assistant
Constable Precinct 3
730 N. Breyfogle Road., Suite B
Mission, Texas 78574
Office: (956) 205-7031
Fax: (956) 519-4245*