

Reg 231143
AI 40223

AUG 15 2013
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PURCHASE ORDER NO.		DATE PREPARED 05/07/2013	MAINT. AGREEMENT NO.
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LES AGREEMENT & SERVICE LEVEL AGREEMENT

BILL TO	CUSTOMER NAME HIDALGO CO TAX OFFICE	INSTALL IF DIFFERENT	CUSTOMER NAME
	ADDRESS 2802 S BUSINESS HWY 281		ADDRESS
	CITY, STATE, ZIP EDINBURG TX 78539		CITY, STATE, ZIP

LOCATION I.D. NO.	LOCATION I.D. NO. 18023757869
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CUSTOMER PHONE NO 6) 289-7472	CUSTOMER CONTACT MARY GARCIA	TAX EXEMPT <input checked="" type="checkbox"/> STATE <input checked="" type="checkbox"/> COUNTY <input checked="" type="checkbox"/> CITY	RECYCLING FEES # MONITOR \$ FEE
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ITEM	PROGRAM ID	DESCRIPTION	UNIT PRICE	DISCOUNT/TRADE-IN ALLOWANCE	NET PRICE	ANNUAL MAIN TOTAL SLA	SLA
1250	0027495	MAIL OPENER PERIOD OF PAYMENT 03/01/13-02/28/14	\$559.00	N/A	\$559.00	\$559.00	
					SUBTOTAL	\$559.00	
					TOTAL TAXES		
					TOTALS	\$559.00	\$559.00

SPECIAL BILLING REQUIREMENTS:
REQUESTED INSTALL DATE

TIER 1 STANDARD SLA

- Tier 1 - Standard SLA Tier 2 - Standard SLA w/Training Tier 3 - Standard SLA w/Training and 4 Hour Response Time Commitment
Soft-Guard® Subscription

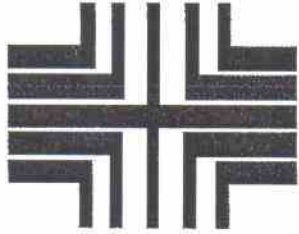
This Agreement consists of this Order page and the attached Sales Terms and Conditions and Service Level Agreement. Your signature constitutes acknowledgment that you have read and agree to all the terms and conditions and that you are authorized to sign the Agreement.

PITNEY BOWES SERVICE TELEPHONE NO. 1-800-522-0020	SERVICE HOURS IN ADDITION TO THOSE AS STATED IN EXHIBIT A (if any): 8:00 AM-5:00PM
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ADDITIONAL CHARGES AND COMMENTS (if any):
SLA does not cover customer error, negligence, affliction, non PB compliant materials, after hours service, etc. Refer to attached Terms and Conditions.

IF YOU ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS AS STATED IN EXHIBIT A PLEASE SIGN HERE ▶

CUSTOMER	DATE	ACCEPTED AND AGREED TO	
		FOR PITNEY BOWES <i>Kameron McLean</i>	DATE 05/27/2013
PRINT NAME OF SIGNER		PRINT NAME OF SIGNER KAMERON MCLEAN	
TITLE OF SIGNER		TITLE OF SIGNER Government Account Specialist	



Pitney Bowes

Pitney Bowes Government Business Center
1313 N ATLANTIC Ste 3000
SPOKANE, WA. 99201-2303

July 29, 2013

HIDALGO CO TAX OFFICE
2802 S. BUSINESS HWY 281
EDINBURG TX 78539-4582

HIDALGO CO TAX OFFICE,

Pitney Bowes agrees to honor the Standard Purchase order Terms and Conditions for the County of Hildago, Texas. This letter and the Terms and Conditions will be placed on file for reference.

Sincerely,

Vada Campbell ~Government Support Specialist
Pitney Bowes Government Accounts Business Center
1313 N Atlantic St Ste 3000 | Spokane, WA 99201-2303 USA
O: 509.363.3694 ext 5105 www.pb.com
Vada.Campbell@pb.com

Every connection is a new opportunity™

 **Pitney Bowes**

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. Terms and acceptance. This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods to be delivered by Seller if Seller's written acknowledgment of this order contains either (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment, invoice, invoice statement or in any additions to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment hereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.
2. Inspection, acceptance. Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, measurable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.
3. Nonconforming goods. All goods not fully up to standard and not in compliance with the specifications hereof or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in compliance with Buyer's specifications (or in the absence of such specifications, in reasonable standard construction), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned to Seller at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, packaging, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.
4. Product warranty. Seller shall not seek or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quote, and to the samples furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
5. Safety warranty. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.
6. Price warranty. The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to change. No additional amounts shall be chargeable to Buyer because of taxes or surcharges in accordance with laws then regarding sales taxes and excise taxes or any other tax, presently or hereinafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, discount, rebate, allowance, or additional discounts offered or allowed) at the time of any shipment, Seller agrees that the price to be paid for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter referred to in Seller's bid or quote, and if such taxes or excises or any part thereof, Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding that such person or selling agency shall receive a commission, brokerage, or contingent fee for procuring this contract, or for any other violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.
7. Invoices and Payments. A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.
a. Invoicing. Seller shall submit a separate invoice for each purchase order filled. Seller must include the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately on the invoice(s). No federal, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request, original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.
b. Payment. Payment is contingent upon the statutory mailing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any change in address(es) and business status.
8. Counterfeit. The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that provision, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or awarding, or the making of any determination with respect to the performance of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such provision.
9. Special tools and test equipment. If the price stated on the Data hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any provisions therein related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.
10. Delivery time of orders. Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the Data of the purchase order. Time is of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cannot accept. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept later or defective deliveries.
11. Seller to package goods. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) contents and quantity and total number of containers (e.g. box 1 of 4); and (d) the number of containers bearing the packing slip. Seller shall bear the cost of packaging.
12. Disposition under reservation provisions. Seller is not authorized to ship the goods under reservation and no matter of a bill of lading will operate as a tender of goods.
13. Title, risk of loss. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. Delivery terms and transportation charges. F.I.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
15. Place of delivery. The place of delivery shall be that set forth in the blank on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be indicated by modification as provided in the paragraph 22, "Modification," hereof. The terms of this agreement are "no arrival, no sale."
16. Warranty against infringement. Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by the order unless shown, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights within the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringement of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and costs of counsel which shall be incurred in and about defending every such suit and all costs, damages and profits recoverable in every such suit.
17. Compliance with law. The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetic Act, and any other applicable laws.
18. Indemnification by Seller. Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.
19. Taxes. Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereafter imposed by any governmental authority.
20. Conflicting terms. If terms on this order do not appear to conflict with Seller's invoice or purchase order, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.
21. Delegation, assignment. Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, in Buyer's opinion, a cancellation of all of Buyer's obligations hereunder. All claims for amounts due or to become due from Buyer shall be subject to deduction by Buyer, for any amount or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such amount or counterclaim arose before or after any such assignments by Seller.
22. Modifications. Buyer shall have the right to make, from time to time, and without notice to any vendor or assignee, changes to the pricing, timing, destination, specifications, design, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.
23. Cancellation. Buyer reserves the right at any time and from time to time without cause, to amend all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.
24. Waiver of Lien. Seller hereby waives and relinquishes all liens and claim against or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the written order.
25. Default. Upon the happening of any one or more of the following events, Buyer shall forthwith be deemed to have cancelled and terminated the written contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The suspension of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.
26. Interpretation - Parol Evidence. This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No terms of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determining the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.
27. Applicable law. This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.
28. Advertising. Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
29. Right to contract. Whenever one party to this contract is good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
30. Venue. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
31. Prohibition against personal interest or self-dealing. No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services except on behalf of the County as an officer or employee. Any written violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.
32. Arbitration. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.
a. If components of a single unit are involved, the invoice must include a statement sufficient to indicate that the components comprise a single unit.
b. If the Seller receives a request to describe items in an invoice which is inconsistent with the contract description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.
c. The Seller shall not use the County's purchasing account to bill personal items or employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.
d. Invoice submitted to the County must indicate whether there are multiple pages and the pages must be numbered.