

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE**

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Agreement Number

Your Business Information

COUNTY OF HIDALGO URBAN COUNTY PROGRAM

74-6000717

Full Legal Name of Lessee 3304 W ALBERTA RD	DBA Name of Lessee EDINBURG	Tax ID # (FEIN/TIN) TX 78539-9658
Billing Address: Street DIANA R. SERNA	City (956) 787-8127	State Zip+4 21527520866
Billing Contact Name 3304 W ALBERTA RD	Billing Contact Phone # EDINBURG	Billing CAN # TX 78539-9658
Installation Address (if different from billing address) : Street	City	State Zip+4 15338960881
Installation Contact Name	Installation Contact Phone #	Installation CAN #
Fiscal Period (from - to)	Customer PO #	Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 2 DM100 Desktop Mailing System	<input checked="" type="checkbox"/> Service Level Agreement Tier 1 - Provides repair and maintenance service for equipment (Standard SLA)
1	IntelliLink Interface / PSD for DM100	
1	Accounting (10 Dept) Software	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	5 lb Integrated Weighing	
1	Confirmation Services Welcome Kit for DM100/DM125	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBi's current rates.
1	Integrated Weighing Platform	
1	Moistener for DM100	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets
1	pbSmartPostage Free	(x) Value Based Services () Purchase Power® credit line
1	Professional Installation and Training	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.
1	IntelliLink Subscription with Value Based Services	<input type="checkbox"/> YES PBGFS ValueMAX® Program
1	DF100 Letter Perfect Folder	(x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

Your Payment Plan

Number Of Months	Monthly Amount	Billed Quarterly At*
First 60	\$70	\$210

*Does not include any applicable taxes.

- () Required advance check of \$() received
 Tax Exempt# State Tax (if applicable)
 () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required

Your Signature Below

Non-Appropriations. 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 your Lease 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 Lease 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 Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.

Customer Signature DIANA R. SERNA	Date DIRECTOR	Email Address diana.serna@co.hidalgo.tx.us
Print Name	Title	Email Address

Sales Information

Mark Jacobsen 473

Account Rep Name (C0154402.3)	District Office Page 1 of 2	PBGFS Acceptance See Pitney Bowes Terms for additional terms and conditions
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LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing 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. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

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 are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 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 quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly 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 Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted.

If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase 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 AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) 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 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

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 your Lease 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 Lease 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 Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE 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 Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

CUSTOMER CHECKLIST

Welcome To Pitney Bowes

THANK YOU for your business. Below are answers to some commonly asked questions about your lease. Also, you will receive a Welcome Letter containing additional lease and account information. We value you as a customer and look forward to continuing to serve your needs.

Important Information Regarding Your Lease and Account

- ◆ **How are taxes billed?** State-required sales tax will be added to your lease invoice. If you are tax exempt please advise your sales representative. Property tax will be billed separately by Pitney Bowes on an annual basis.
- ◆ **How often will I be invoiced?** You will be invoiced quarterly. If you are a new leasing customer, you may see a charge for "Interim Rent" on your first invoice. This is for usage of your equipment from the date of installation until your lease officially commences. After the Interim Rent period you will receive your standard lease invoice showing your quarterly lease payment.
- ◆ **How does ValueMax[®] work?** As a reminder, if you do not provide Proof of Insurance within 30 days you will be automatically enrolled in the Pitney Bowes ValueMax[®] product protection program. You will see a charge on your quarterly lease invoice for this service as described in your lease agreement.
- ◆ **How does Purchase Power[®] work?** Remember, if you have not prepaid for postage then the Purchase Power[®] credit line attached to your postage meter account will be used and you will be billed as per your lease agreement.
- ◆ **How does delivery and installation work?** Your sales representative will provide an estimated delivery timeframe. Also, many Pitney Bowes products are self-installable; your sales representative will inform you if your equipment can be installed upon delivery or if a Pitney Bowes Service Technician is required.
- ◆ **Online Account Access.** You can access your account online to view and pay bills, place a service call, and take advantage of other online features.
Visit us at www.pb.com/myaccount.
- ◆ **Global Financial Solutions.** Pitney Bowes Global Financial Solutions (PBGFS) is a wholly owned subsidiary of Pitney Bowes Inc. who provides financing for Pitney Bowes' products.
- ◆ **How do Service Level Agreement customers obtain service?** If you need service from one of our one thousand A+ Certified Service Professionals who are equipped with real time wireless technology, please call 800-522-0020.

Zimbra

nellie.flores@ucp.co.hidalgo.tx.us

RE: Pitney Bowes Postage Meter Lease Agreement

From : Mark Jacobsen <mark.jacobsen@pb.com>
Subject : RE: Pitney Bowes Postage Meter Lease Agreement
To : Nellie N. Flores <nellie.flores@ucp.co.hidalgo.tx.us>

Wed, Nov 20, 2013 03:48 PM

6 attachments

Hi Nellie,

No problem! As it stands now, the lease will commence with your billing cycle, which is 1/30/2014. Even if you send the lease agreement in ahead of time, we will still freshen up the machine for you 7-10 business days from when you send it in.

Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
Pitney Bowes, U.S. Mailing Solutions, Inside Sales East
27 Waterview Drive | Shelton, CT 06484 USA | MSC 27.3B
O: 800.203.2581 x6617 | F: 203.617.3081 | www.pitneymeter.com
mark.jacobsen@pb.com

DID YOU KNOW THAT PITNEY BOWES IS MORE THAN POSTAGE METERS AND MAILING MACHINES?

INSERTERS



ADDRESS PRINTERS



FOLDERS



SOFTWARE



BINDING

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From: Nellie N. Flores [mailto:nellie.flores@ucp.co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 4:23 PM
To: Mark Jacobsen
Subject: Re: Pitney Bowes Postage Meter Lease Agreement

Thank you Mark and Yes I do need additional information. I am required to get the lease

agreement approved through our court before I send it to you. When will this new lease start?

Nellie Flores

Accountant IV

Hidalgo County - Urban County Program

3304 W. Alberta Road

Edinburg, Tx 78539

Email: nellie.flores@co.hidalgo.tx.us

Telephone: (956) 292-7000 ext. 2252

From: "Mark Jacobsen" <mark.jacobsen@pb.com>
To: "Nellie N. Flores" <nellie.flores@ucp.co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 2:54:40 PM
Subject: RE: Pitney Bowes Postage Meter Lease Agreement

Hi Nellie,

Here is the updated paperwork, with the correct address, using the Buyboard contract. Please let me know if you need anything additional, or have any other questions.

Have a great day!

Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
Pitney Bowes, U.S. Mailing Solutions, Inside Sales East
27 Waterview Drive | Shelton, CT 06484 USA | MSC 27.3B
O: 800.203.2581 x6617 | F: 203.617.3081 | www.pitneymeter.com
mark.jacobsen@pb.com

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RE: Pitney Bowes Postage Meter Lease Agreement

From : Mark Jacobsen <mark.jacobsen@pb.com>
Subject : RE: Pitney Bowes Postage Meter Lease Agreement
To : Nellie N. Flores <nellie.flores@ucp.co.hidalgo.tx.us>

Wed, Nov 20, 2013 02:36 PM

6 attachments

Hi Nellie,

No problem! I will get the address updated, and resend.

I apologize, I was not aware that you were on the buyboard program. The list I have did not have your entity name on it. I will update the paperwork to the buyboard contract, and resend as well.

Best Regards,
Mark

Mark Jacobsen, Strategic & Government Account Manager
Pitney Bowes, U.S. Mailing Solutions, Inside Sales East
27 Waterview Drive | Shelton, CT 06484 USA | MSC 27.3B
O: 800.203.2581 x6617 | F: 203.617.3081 | www.pitneymeter.com
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From: Nellie N. Flores [<mailto:nellie.flores@ucp.co.hidalgo.tx.us>]
Sent: Wednesday, November 20, 2013 2:22 PM
To: Mark Jacobsen
Subject: Re: Pitney Bowes Postage Meter Lease Agreement

Hi Mark,

I have reviewed the lease agreement and I noticed the installation address on the form is wrong. It needs to read the same as the billing address. We are no longer at 1916 Tesoro Blvd Pharr, Tx. Please make change and re-send it.

Furthermore, I was trying to verify the price via the October 2013 BuyBoard Catalog under State contract #407-12 and I am unable to come up with the \$249.00 Quarterly you have listed on the lease agreement. I would like to ensure that all state discounts are applied. Please advise.

Nellie Flores

Accountant IV
Hidalgo County - Urban County Program
3304 W. Alberta Road
Edinburg, Tx 78539
Email: nellie.flores@co.hidalgo.tx.us
Telephone: (956) 292-7000 ext. 2252

From: "Mark Jacobsen" <mark.jacobsen@pb.com>
To: "nellie flores" <nellie.flores@co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 9:36:21 AM
Subject: Pitney Bowes Postage Meter Lease Agreement

November 20, 2013

Nellie Flores
County of Hidalgo Urban County Program
Customer Account Number: 15338960881

Dear Nellie:

Thank you for taking the time to speak with me today. It was a pleasure discussing your account and your interest in Pitney Bowes lease options available to you.

As a follow up to our conversation, attached is the lease documentation you requested. In order to process your lease request without delay, please make sure you do the following:

1. Sign and date the signature page on the attached document to confirm your acceptance of the lease agreement.
2. Please complete the document by writing in your Tax ID#.
3. Please include a copy of your current tax exemption certificate, if applicable.
4. Initial any changes you make to the name, title, address and contact information.

Please note that by following the process above your order will be processed without a delay.

Once complete, please fax the lease agreement back to me at 1-203-617-3081 or scan and email to mark.jacobsen@pb.com. If you have any questions, feel free to give me a call at 800-203-2581 x6617.

Best Regards,

Zimbra**nellie.flores@ucp.co.hidalgo.tx.us**

Pitney Bowes Postage Meter Lease Agreement

From : Mark Jacobsen <mark.jacobsen@pb.com>
Subject : Pitney Bowes Postage Meter Lease Agreement
To : nellie flores <nellie.flores@co.hidalgo.tx.us>

Wed, Nov 20, 2013 09:36 AM

📎 4 attachments

November 20, 2013

Nellie Flores
County of Hidalgo Urban County Program
Customer Account Number: 15338960881

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Best Regards,
Mark

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Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Vendor Name: Pitney Bowes

Address: 1 Elmcroft Rd.

Stamford, CT 06926

Phone Number: (512) 619-8220

Email: boyd.hering@pb.com

Website: <http://www.pb.com>

Federal ID: 06-0495050

Contact: Boyd Hering

Accepts RFQs: Yes

Minority Owned Vendor: No

Women Owned Vendor: No

Contract Name: Office Supplies & Equipment

Contract#: 407-12

Effective Date: 11/01/2012

Expiration Date: 10/31/2015

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: See deviations

Extended Exceptions: [Pitney Bowes's Extended Exceptions](#)

Quote Reference Number: 407-12

Return Policy: Supplies can be returned for credit, equipment may not be returned unless defective.

Additional Dealers: See Extended Exceptions.

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919