

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 9, 2010 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: Juvenile Justice Center REQUESTED BY: Lawrence E. Hicks

REQUISITION NO.: 11007365 REQUISITION SHEET ATTACHED: x YES N/A

NAME OF FUNDS: General Fund

FUND NUMBERS: 1001 / 5200 / 55380

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: YES X N/A

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 2 Originals

AGENDA ITEM READS AS FOLLOWS:

Please review and approve the Standard Rental Contract Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Francotyp-Postalia who shall provide the T1000 Package which consists of 1 T1000 Stand Alone Postage Meter, 1 FP 5 L1 Electronic 5 LB Scale with unlimited resets and rate guard. This agreement is effective July 1, 2010 through June 30, 2011.

APPROVED BY DA

ENGINEER
PURCHASING

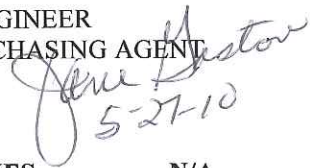
APPROVED BY

(If Applicable)

(If Applicable)
(If Applicable)

 4/11/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER
PURCHASING AGENT

5-27-10

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: YES N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: YES N/A

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 5 / 26 / 10.

COUNTY DEPARTMENT MAKING REQUEST: JJC

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Please review and approve the Standard Rental Contract Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Juvenile Bureau and Francotyp-Postalia who shall provide the T1000 Package which consists of 1 T1000 Stand Alone Postage Meter, 1 FP 5 L1 Electronic 5 LB Scale with unlimited resets and rate guard. This agreement is effective July 1, 2010 through June 30, 2011.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Carrie E. Hicks
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/1/10

REPLY BY DISTRICT ATTORNEY: Reviewed

RECEIVED
JUN 01 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: *[Signature]*

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ARTICLE 1 EQUIPMENT RENTED

The Vendor shall supply the following equipment to the County: (describe item/s and serial numbers/s)

One (1) Conquest T-1000 Postage Meter – S/N 261779
One (1) Letter Sealer/Stacker – S/N 261779
One (1) FP-5LI Electronic 5 LB Scale – S/N 7220647

ARTICLE 2 INSURANCE/LIABILITY

The Vendor agrees to maintain liability and Workers' Compensation insurance to cover the acts of Vendor and his employees or agents regarding any services rendered pursuant to this contract. Such liability and Workers' Compensation insurance shall be sufficient in coverage and policy limitations to cover all claims arising under the Oklahoma Governmental Tort Claims Act. The Vendor agrees to indemnify and hold harmless the County for any negligent acts of Vendor in the performance of this Contract.

ARTICLE 3 TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1, 2010 and shall terminate on June 30, 2011. The contract is renewable for an additional fiscal year upon approval of both parties.

Unless terminated earlier, this Contract will automatically terminate at the end of the current fiscal year (June 30) pursuant to Article 10, Section 26 of the Oklahoma Constitution.

It is agreed that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a 30 day written notice of termination. It is further agreed the County may terminate this Contract immediately if the Vendor fails to provide services in accordance with this contract or in any way breaches any of the provisions of the Contract.

ARTICLE 4 CONTRACT AMOUNT

The County shall pay the Vendor for the rental of this equipment as follows:

T1000 Package: Postage Meter - with unlimited resets, FP-5LI Electronic Scale (with rate guard) -, Envelope Sealer/Stacker - \$29.95 per month for package (billed quarterly/\$89.85) or \$359.40 annually.

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ARTICLE 5 MISCELLANEOUS PROVISIONS

ARTICLE 6 BLANKET PURCHASE ORDER

This contract is null and void unless the amount of the contract has been encumbered by the Oklahoma County Clerk. Upon approval of this contract a Blanket Purchase Order Number will be issued by Oklahoma County as set out below.

ARTICLE 7 LEGAL AUTHORITY

It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and with limitations provided by Oklahoma Law, including the County Purchasing Act, 19 O.S.A. Section 1500 et. seq., 19 O.S.A. Section 1 and 62 O.S.A., Section 430.1.

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.: _____



Department Head

Chairman

ATTEST:

Carolynn Caudill, County Clerk

VENDOR: FP MAILING SOLUTIONS

By: Ron Bayless - AGENT

Attest or Notary: _____

Requisition Number 11007365
Blanket Purchase Order Number _____

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OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD RENTAL CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July, 2010

BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: Juvenile Bureau (County Dept.)
Contact Person: Valerie D. Lee
Telephone Number: (405) 713-6439

and the **VENDOR:** Francotyp-Postalia
FP Mailing Solutions
Address: 140 N. Mitchell Court, Suite 200
Addison, IL 60101-5629
Contact Person: Ron Bayless
Telephone Number: (405) 917-1975

For the rental of the following items:

T1000 Package: One – T-1000 Stand-Alone Postage Meter, One FP 5 LI Electronic
5 LB. Scale with unlimited resets, and rate guard.

County or State Contract Number: SW 00049

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.



Assistant District Attorney

Date 6/1/2010

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with _____ page of attachments

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 05-27-2010

Requisition No--: 11007365
Requisition Type--: Purchase Requisition
Creation Date--: 05-25-2010
Description--: DA CONTRACT FOR POSTAGE METER RENTAL FOR FY 11

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Lee, Valerie Denise	359.4	\$ 1.00	\$359.40	SERVICE.EQ RENTAL
Item Description: POSTAGE METER T1000/SCALE RENTAL WITH UNLIMITED RESETS AND RATE GUARD FOR FY 2011/BILLED QUARTERLY				
Vendor:FRANCOTYP-POSTALIA INC				
				Distribution: 1001.5200.55380.2011
Requisition Total:				\$359.40

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____