

County Request No. 333

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 05/23/2024 Department: JJC

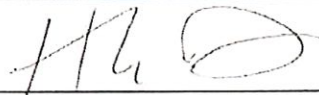
State the nature of the legal request: _____

Please review and approve the Rental Agreement between the BOCC of OK County on behalf of the OCJB and Francotyp-Postalia/FP Mailing Solutions for the rental of PostBase Vision S5 Semi-Automatic Meter with Envelope Moistener, 10 lb capacity Internal Scale, Internal Label Printer, LAN and Built-in Wi-Fi Connectivity, Accounting Package with 20 accounts, Unlimited Postage Resets, Rate Guard and Complete on-site Maintenance. Requisitions 12500081(\$530.01/Detention and 12500082 (\$285.39)/Bureau, have been issued to FP. This agreement is effective July 1, 2024 - June 30, 2025, contingent upon encumbrance of funds. Requested by Hannah Dix, Juvenile Bureau Director.

RECEIVED

MAY 24 2024

**CIVIL DIVISION
DISTRICT ATTORNEY**



County Officer or Department Director

Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 5/24/24


Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD RENTAL CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July, 2024

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

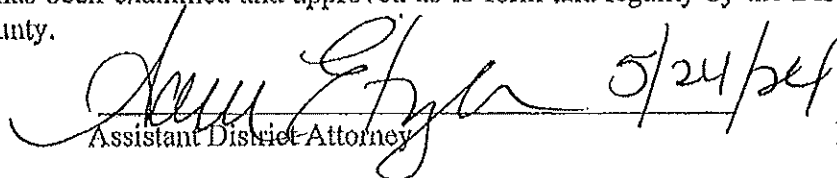
on behalf of: Juvenile Bureau (County Dept.)
Contact Person: Donna Hampton, Purchasing Clerk
Telephone Number: (405) 713-6429

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:

PostBase Vision S5 Semi-Automatic Mailing Machine with Envelope Moistener, 10 lb. Capacity Internal Scale, Internal Label Printer, LAN and Built-in Wi-Fi Connectivity, Accounting Package with 20 accounts, Unlimited Postage Resets, Rate Guard and Complete on-site Maintenance.

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

 5/24/24 Date _____
Assistant District Attorney

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages,
With _____ page of attachments

ARTICLE 1
EQUIPMENT RENTED

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

One (1) PostBase Vision S5 Seme-Automatic Mailing Machine, Adjustable Touchscreen, Envelope Moistener, 10 lb. Capacity Internal Scale, Internal Label Printer, Label Dispenser, Manual Sealer, Semi-Auto Letter Feed.

One (1) Accounting Package with 20 Accounts

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, 2024 and shall terminate on June 30, 2025. 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:

PostBase Vision S5 Semi-Automatic Mailing Machine with Envelope Moistener, 10 lb. Capacity Internal Scale, Internal Label Printer, LAN and Built-in Wi-Fi Connectivity, Accounting Package with 20 accounts, Unlimited Postage Resets, Rate Guard and Complete on-site Maintenance -- \$67.95 per month for the package (billed quarterly/\$203.85) or \$815.40 annually.

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.:



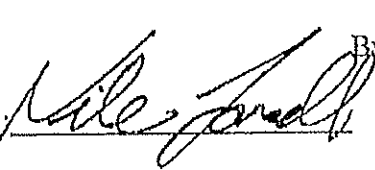
Department Head

Chairman

ATTEST:

County Clerk

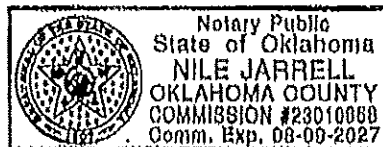
VENDOR: FP Mailing Solutions

Attest or Notary 

By: Ron Bayless

Requisition Number _____

Blanket Purchase Order Number _____





Bill To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK
 73118

Requisition 12500081-00 FY 2025

Acct No:
 UNDEFINED ACCOUNT,
 Review:
 Buyer: 6065jjvallee
 Status: Created

Page 1

Vendor
 FRANCO TYP-POSTALIA INC
 140 N MITCHELL CT, SUITE 200

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

ADDISON, IL 60101

Tel#800-341-6502
 Fax 800-341-5141

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

| Date Ordered | Vendor Number | Date Required | Ship Via | Terms | Department |
|--------------|---------------|---------------|----------|-------|-------------------------|
| 05/10/24 | 000399 | | | | Juvenile Justice Bureau |

| LN | Description / Account | Qty | Unit Price | Net Price |
|-----|--|----------------|------------|-----------|
| 001 | Blanket-GSA#GS-25F-0014R for PostBase 45 Postage Meter Rental with 10lb Scale, Envelope sealer, Accounting Package with 20 Accounts, Unlimited Resets and Rate Guard for FY25 (Detention - 65%). Approved on the ? BOCC Meeting. | 530.01 EACH | 1.00000 | 530.01 |

Ship To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Deliver To
 JUVENILE JUSTICE BUREAU
 5905 N. CLASSEN COURT
 SUITE 202
 OKLAHOMA CITY, OK 73118

Requisition Link

Requisition Total

530.01

***** General Ledger Summary Section *****
 Account

Amount Remaining Budget

304 N. Meridian Ave.
Oklahoma City, OK 73107
405-917-1975



General Mailing Equipment

2604 W. Kenosha
Broken Arrow, OK 74012
918-742-4191

Price Quote for Oklahoma County Juvenile Bureau

| Equipment | Rental |
|--|-------------------|
| Vision S5 Semi-Automatic Mailing Machine | \$67.95 per month |
| Includes: Envelope Moistener | |
| 10 lb. Capacity Internal Scale | |
| Internal Label Printer | |
| LAN and Built-in WIFI Connectivity | |
| Unlimited Postage Resets | |
| Rate Guard | |
| Complete on-site Maintenance | |



Dear Commercial Postal Customer,

The Postal Service constantly reviews processes and technology to improve security, accuracy and the consumers' experience.

In doing so, the Postal Service has required an update to all Postal Evidencing Systems (aka *Postage Meters*) in the industry. To be compliant, your Postage Meter must produce an Intelligent Mail Indicia (IMI). IMI compliant Postage Meters are defined in the IMI Performance Criteria (IMI-PC) and produce only IMI.

Any non-compliant Postal Evidencing Systems (aka *Postage Meters*) are decertified as of June 30, 2024 and **must be withdrawn from service by December 31, 2024**. Postage Indicia printed by Decertified PES will no longer be considered valid postage for use or refunds after June 30, 2025.

Like any other institution, the Postal Service needs accurate, complete, and timely data to operate effectively; the IMI supports these key business objectives for the Postal Service, which are;

- More detailed data, transparency and frequency
- Higher level of security for customer data
- Operational efficiency and automation
- Better platform for improvements and updates for customers

FP-Mailing Solutions currently is the only provider that offers a FULLY IMI Product line.

Please contact your authorized FP Mailing Solutions representative for more information on the decertification and how this affects you and your business.

We aim to make this a seamless transition and appreciate your patronage.

Reference the [CFR Final Rule dated 12/04/2020](#)

