

FLOYD COUNTY RESOLUTION 2001- XVI
A RESOLUTION DETERMINING THE APPLICATION OF SPECIAL
PURCHASING METHODS PURSUANT TO IC 5-22-10, ET SEQ.

WHEREAS, the Board of Commissioners of the County of Floyd, Indiana, is desirous of enhancing and up-grading the postage and mailing equipment presently in service in the office of the Floyd County Clerk, and has determined that a proposal submitted by Pitney Bowes, which includes a full-price refund of the purchase price of the existing equipment, represents a unique opportunity to obtain supplies or services at a substantial savings to Floyd County, Indiana, all as contemplated by the provisions of IC 5-22-10-5; and

WHEREAS, the Board of Commissioners has received a proposal from Pitney Bowes, which proposal includes the purchase and/or leasing of equipment, together with maintenance, repair, and support agreements, which proposal is deemed to address the inadequacies and failings of the present postage and mailing system as well as providing certain enhancements; and

WHEREAS, the Board of Commissioners of the County of Floyd has further determined that the total cost of the proposal of Pitney Bowes, a copy of which is attached hereto and made a part of this resolution, is a 'small purchase' as defined by the provisions of IC 5-22-8-1, et seq; and

WHEREAS, the Board of Commissioners of the County of Floyd is desirous of causing to be recorded in its minutes the matters heretofore set forth herein.

NOW THEREFORE:

BE IT RESOLVED, that the recitals heretofore set forth herein are expressly incorporated herein and made a part hereof, and that the contemplated contract for postage and mail-handling equipment and services, to include the lease and/or purchase of hardware from Pitney Bowes, is expressly determined to be a permissible Special Purchase pursuant to IC 5-22-10, et seq. and/or is exempt from formal bidding requirements by virtue of the provisions of IC 5-22-8-2.

PROVIDE COUNTY RESOLUTION NO. 1987-07
A RESOLUTION DETERMINING THE ACQUISITION OF SPECIAL
PURCHASE PRICES PURSUANT TO IS 8-22-10, ET SEQ.

WHEREAS, the Board of Commissioners of the County of Floyd, Indiana, in exercise of authority and jurisdiction, has the honor and calling equipment presently in service in the office of the Floyd County Clerk, and has determined that a proposal submitted by Sidney Brown, which includes a full-price refund of the purchase price of the existing equipment, represents a unique opportunity to obtain supplies or services at a substantial savings to Floyd County, Indiana, all as contemplated by the provisions of IS 8-22-10-2, and

WHEREAS, the Board of Commissioners has received a proposal from Sidney Brown, which proposal includes the purchase and/or leasing of equipment, together with maintenance, repair, and support agreements, which proposal is deemed to address the maintenance and reliability of the present garage and mailing system as well as providing certain enhancements, and

WHEREAS, the Board of Commissioners of the County of Floyd, Indiana, determined that the total cost of the proposal of Sidney Brown, a copy of which is attached hereto and made a part of this resolution, is a small purchase as defined in the provisions of IS 8-22-10-2, et seq; and

WHEREAS, the Board of Commissioners of the County of Floyd, Indiana, is desirous of entering into the contract and

NOW THEREFORE:

BE IT RESOLVED, that the contract heretofore set forth herein is hereby approved, and that a copy of the same, together with the contract, be and it is hereby so ordered, that the contract be entered into for the purchase and support of equipment and services, to include the lease and/or purchase of equipment from Sidney Brown, is hereby determined to be a purchase as defined in the provisions of IS 8-22-10-2, et seq; and it is further ordered that the provisions of IS 8-22-10-2, et seq; be applied to the purchase of the equipment and services by the provisions of IS 8-22-10-2, et seq.

BE IT FURTHER RESOLVED, that this resolution shall be deemed that written determination required by the provisions of IC 5-22-10-3 (b), and that the Floyd County Auditor is hereby directed to maintain a listing of the contract concluded with Pitney Bowes as required by IC 5-22-10-3 (c).

SO RESOLVED, this 7th day of August, 2001.

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

John C. Stinson
MEMBER

Mike Mills
MEMBER

Charles A. Freidinger
MEMBER

ATTEST:

Barbara Sillings
FLOYD COUNTY AUDITOR

AS IT FURTHER RESOLVED, that the resolution shall be deemed
that written determination required by the provisions of
IO 2-22-10-3 (b), and that the Floyd County Auditor is hereby
directed to maintain a listing of the contract concluded with
Bibley Power as required by IO 2-22-10-3 (a).

SO RESOLVED, this 7th day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF FLOYD

[Signature]
MEMBER

[Signature]
MEMBER

[Signature]
MEMBER

ATTEST:
[Signature]
FLOYD COUNTY AUDITOR

CUSTOMER PROPOSAL:

For:

**FLOYD COUNTY CLERK
 311 WEST FIRST STREET
 NEW ALBANY, IN 47150**

July 17, 2001

**JEANNIE FREIBERGER
 (812) 948 5415**

LEASE TERM: 48 Months LEASE FREQUENCY: Quarterly

LEASE PAYMENT INFORMATION

# of Payments	Lease	EMA	Sftg/SMA	Meter	Smrtmlr	iSend	Total
48	\$257	\$111	\$0	\$82	\$0	\$0	\$450

Rates are Monthly but billed Quarterly

EQUIPMENT DETAILS

Qty	Pack/Item	Equipment Description
		Mailing System - 1
1	SPE0	Galaxy 210 Non-WOW Drop (U732)
1	E301	E301 Galaxy Meter
1	SPDY	Galaxy Integra 5 Scale (5lb Max)

Note: Applicable taxes will be added to the above lease payments.

Includes Equipment Maintenance Agreement

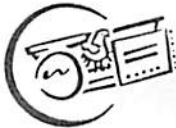
Includes Softguard Rate Replacement For Up To Six Rate Upgrades Per Year and Software Maintenance Agreement

60									4
----	--	--	--	--	--	--	--	--	---

STATE AND LOCAL GOVERNMENT TERM RENTAL AGREEMENT

Your Business Information

FULL LEGAL NAME OF RENTER <u>Floyd County Clerk</u>		DBA NAME	EMAIL ADDRESS	
BILLING ADDRESS <u>311 W. 1st Street Suite 235</u>		CITY <u>New Albany</u>	STATE <u>IN</u>	
ZIP+4 <u>41750-3584</u>	PHONE # <u>(812) 948-5417</u>	CONTACT NAME <u>Jeanie</u>	SEND INVOICE TO ATTN OF <u>Linda</u>	
EQUIPMENT LOCATION (IF NOT SAME AS ABOVE)		CITY	STATE	ZIP+4
CREDIT CARD #	EXP DATE	NAME ON CARD	TYPE	
<input checked="" type="checkbox"/> TAX EXEMPT #		SALES TAX (IF APPLICABLE)		
<input checked="" type="checkbox"/> FISCAL FUNDING PERIOD FROM		TO	RENTER PO #	


Your Business Needs


Qty	Model	Equipment & Services Description	Equipment Description (New, Reconditioned, Demo, Newly Remanufactured)
1	E301	Meter For GALAXY	
1	SPE0	210 Non Waw GALAXY Deep Stocker (4732)	
1	SPD1	5LB GALAXY Integra Scale	
		Includes meter, maintenance Soft Guard & Free Unlimited Resets	

CHECK ITEMS TO BE INCLUDED IN YOUR TOTAL RENTAL PAYMENT

- Equipment Maintenance Agreement On Rental
- Soft-Guard Agreement
- Software Maintenance Agreement
- Meter On Rental
- Renter Retains Title


Your Payment Plan

Initial Rental Term Billing 48
 Frequency Monthly Quarterly Other (specify _____)

# Of Months	Monthly Amount
First <u>48</u>	\$ <u>450.00</u>
Next	\$
Next	\$
Next	\$
Next	\$

Initial Check Amount \$


Rental Terms and Conditions

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for business or commercial purposes. Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive office, unless we direct you otherwise in writing.

1. NON-APPROPRIATION: You warrant that you have funds available to pay the Total Payments until the end of your current appropriation period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent appropriation period through the end of your Initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the appropriation period for which funds have been appropriated, upon: (i) submission of certified copies of your funding request and the Governing Body's denial of the appropriation request, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the appropriation period, including the return of the Equipment at your expense. If you terminate this Agreement and return the Equipment under this Section, you shall not purchase or rent equipment performing substantially similar functions to those performed by the Equipment for a period of one year following termination.

<input checked="" type="checkbox"/> SIGNATURE		TITLE
<input checked="" type="checkbox"/> PRINT NAME		DATE
PB ACCOUNT REP NAME <u>KEN Cohen</u>	EMPLOYEE # <u>710139</u>	DISTRICT NAME & # <u>710139</u>
PB ACCEPTED BY	TITLE	DATE