

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 05-18-2010

Requisition No--: 11007059
Requisition Type--: Purchase Requisition
Creation Date--: 05-18-2010
Description--: Blanket for Deep Freeze Standard Maintenance Package Subscriptio

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Barber, Angela M	352.17	\$ 1.00	\$352.17	SERVICE.SUBSCRIPTION
Item Description: Blanket for Deep Freeze Standard Maintenance Package Subscription Renewal for 65 Licenses for FY10-11				
Vendor:FARONICS TECHNOLOGIES USA INC				
Distribution: 1160.5100.54158.2011				
Requisition Total:				\$352.17

Comp. Equip - Vendor Maint
 Soc Fees
 Sheriff

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD RENTAL CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July, 20 10

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

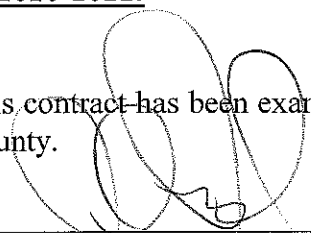
on behalf of: **Oklahoma County Sheriff's Office**
Contact Person: **Angela Barber**
Telephone Number: **405-713-1944**

and the **VENDOR:** **Faronics**
Address: **2411 Old Crow Canyon Road, Suite 170**
San Ramon, CA 94583
Contact Person: **Javier Plazas**
Telephone Number: **800-943-6422 x.4092**
Fax Number: **800-943-6488**

for the rental of the following items:

Deep Freeze Standard Maintenance Package Subscription Renewal for 65 Licenses for FY2010-2011.

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



5/19/2010

Assistant District Attorney

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with 2 page of attachments

PENDING APPROVAL

ARTICLE 1 EQUIPMENT RENTED

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

Deep Freeze Standard Maintenance Package Subscription Renewal for 65 Licenses for FY2010-2011.

ARTICLE 2 INSURANCE/LIABILITY

(See attached)

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 1st, 2010** and shall terminate on **June 30th, 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:

Total of \$352.17 annually.

PENDING APPROVAL

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

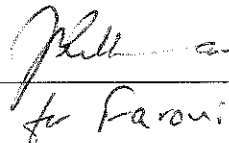
Approved by County ~~Dept.~~: _____



~~Department Head~~ Chairman

ATTEST:

Carolynn Caudill, County Clerk

VENDOR: 

for Farouk Technologies USA Inc
By: ZAKI KHAN.

Attest or Notary:



Linda Stepanovich



Requisition Number 11007059
Blanket Purchase Order Number _____



FARONICS™

March 22, 2010

Angela Barber
Oklahoma County
201 North Shartel
Oklahoma City, OK 73102-2227

Dear Angela,

Thank you for the opportunity to provide you with a quote for your Faronics Maintenance package renewal.

Option 1: Maintenance Renewal on 65 Licenses of Deep Freeze Standard for 1 Year

Part #	Description	New Expiry	Cost	Extended
DFS011MRW0	Maintenance Renewal on 65 Licenses of Deep Freeze Standard	6/30/2011	\$352.17	\$352.17

Option 2: Maintenance Renewal on 65 Licenses of Deep Freeze Standard for 2 Years

Part #	Description	New Expiry	Discount	Extended
DFS011MRW0	Maintenance Renewal on 65 Licenses of Deep Freeze Standard	6/29/2012	\$88.04	\$616.30

Option 3: Maintenance Renewal on 65 Licenses of Deep Freeze Standard for 3 Years

Part #	Description	New Expiry	Discount	Extended
DFS011MRW0	Maintenance Renewal on 65 Licenses of Deep Freeze Standard	6/29/2013	\$176.09	\$880.43

*Plus any applicable taxes. *tax exempt*

Please contact me if you have any questions or if you require any revisions to this quote.

Sincerely,

Javier Plazas, Maintenance Renewal Manager
Tel: 800-943-6422 x4092
Fax: 800-943-6488
Email: jplazas@faronics.com

Note: This quote is valid for 30 days.



April 30, 2010

Angela Barber
Finance Supervisor
Oklahoma County Sheriff's Office
Oklahoma City, OK 73102

Dear Angela,

As I explained you the other day that Faronics sells pre-packaged software and mostly an electronic download is arranged to all of our customers. None of our staff physically visit customer sites for any work. All support and services are provided through telephone and internet.

Article 2 of the attached contract does not apply to us and Faronics is unable to provide you with liability and/or Worker's Compensation insurance certificate.

Please let me know should you need any other information.

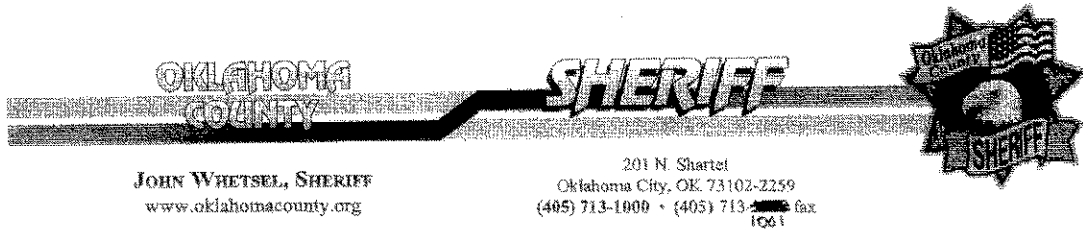
For Faronics Technologies USA Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Zaki Khan".

Zaki Khan
General Manager

PENDING APPROVAL



VENDOR:

In order to process your vendor payment we are required to keep on file ALL Vendor Tax ID numbers.

Please complete the appropriate boxes below and fill out the attached W-9 form.

If your company provides one of the services listed below to the County, please check the appropriate box:
Legal _____ Medical _____ Rent _____

PLEASE TYPE ALL INFORMATION TO ASSURE ACCURACY.

- Tax Identification Number
1. Corporation 94-3364111
 2. Partnership _____
 3. Individual/Proprietorship
(List Social Security number) _____
 4. Other (Please explain) _____

Legal Name as it appears on Tax documents filed with the IRS : Faronics Technologies USA Inc

Phone Number 925-743-0855 Fax Number 925-743-1155

The IRS requires 31% withholding on amounts paid to persons who have not submitted required Taxpayer Identification information. A Form 1099 will be mailed to the W-9 address on file to report payments to Individuals or Partnerships.

If you have any questions, please contact the Oklahoma County Clerk's office Accounts Payable Department @ (405)713-1516 .

Department submitting form to A/P: Sheriff's Department

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FARONICS TECHNOLOGIES USA INC.

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
2411 OLD CROW CANYON ROAD, SUITE 170

City, state, and ZIP code
SAN RAMON, CA 94583

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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OR

Employer identification number

9	4	3	3	6	4	1	1	1
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person

Date

5/3/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,