

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 05-18-2010

Requisition No--: 11007066
Requisition Type--: Purchase Requisition
Creation Date--: 05-18-2010
Description--: Blanket for annual maintenance for Powerware 10 KVA UPS System i

Requestor: Barber, Angela M
Qty/Amt: 2,280
Unit Price: \$ 1.00
Line Amt: \$2,280.00
Category: SERVICE-EQUIPMENT
Item Description: Blanket for annual maintenance for Powerware 10 KVA UPS System in Computer Room of the Detention Center serial# FD10K05189 for FY10-11
Vendor: MSC TECHNOLOGIES INC
Distribution: 1160.5100.54157.2011

Requisition Total: \$2,280.00

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____

Equip-Vendor maint.
Sheriff
Soc fees

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD MAINTENANCE 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

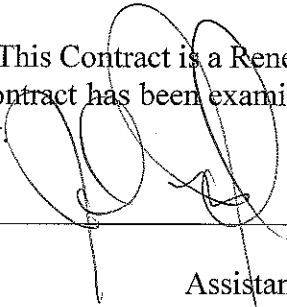
on behalf of: Oklahoma County Sheriff's Office(County Dept.)
Contact Person: Angela Barber
Telephone Number: (405) 713-1944

and the **VENDOR:** MSC Technologies, Inc.
Address: 5909 NW Expressway #200
Oklahoma City, OK 73132
Contact Person: Gary Gagnon
Telephone Number: 721-5577, fax: 721-8085

for the following maintenance or services:

Annual Maintenance for Powerware 10 KVA UPS System, to include battery replacements, in the Computer Room of Detention Center Serial# FD10K05189 for FY 2010-2011

This Contract is a Renewal X, New _____ Contract.
This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.



Assistant District Attorney

5/19/2010

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with 1 page of attachments

PENDING APPROVAL

ARTICLE 1 MAINTENANCE/SERVICES

The Vendor shall supply the following maintenance/services as required by the Contract and Bid Specifications: (describe item/s and serial numbers/s to be maintained)

Annual Maintenance for Powerware 10 KVA UPS System, to include battery replacements, in the Computer Room of Detention Center Serial# FD10K05189

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. *Service agreement and all work is performed by Eaton Powerware. They provide their own insurance coverage which is available upon request. ff*

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 maintenance/services of this equipment as follows:

The annual total is \$2,280.00.

ARTICLE 5

PENDING APPROVAL

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: MSC Technology, Inc.

By: 

Attest or Notary: 

Date: 4-20-10 Exp: Jan. 14, 2014

Requisition Number _____

Blanket Purchase Order Number _____



Comp Room \$2,280⁰⁰ V5**MSC Technologies, Inc.**

Angela Barber
Okla. County Sheriff's Office
201 N. Shartel
Oklahoma City, OK 73102

Mar. 26, 2010

RE: Best Power UPS

Angela:

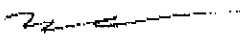
The service agreement on your Best Power (now called Powerware) 10 KVA uninterruptible power supply, ser# FD10K05189 in the computer room will expire on June 30th. We recommend you renew the agreement to keep your system in top operating condition.

The Powerware "On-Site Gold Plan Plus" Maintenance Plan provides-

- *Parts, labor, and travel expenses for emergency repair of the UPS by the Powerware field engineer on a 24 hours per day basis.
- *Access to factory technical support during normal business hours.
- *Annual full module *Preventative Maintenance* visit including batteries, M-F, 8a-5p, by Powerware dispatched Field Engineer.
- *Next day delivery of parts/batteries.
- *Lifetime battery warranty. Failed batteries and full string replacement, based on Powerware's recommendation, will be replaced at no charge. To continue battery coverage, batteries sold by Powerware (Best Power) must be installed in the unit, and a Powerware Gold Plan Plus Service plan must remain active on the unit.

The cost for the one year plan ending June 30, 2011 is \$2,280.00, billed at the outset of the year.

If you would like to obtain this agreement please issue a purchase order to MSC Technologies, Inc. and return to my attention at the address below. Thank you for considering this important service.


Gary Gagnon, Pres.
MSC Technologies, Inc.

PENDING APPROVAL

OKLAHOMA
COUNTY

SHERIFF



JOHN WHEITSEL, SHERIFF
www.oklahomacounty.org

201 N. Shartel
Oklahoma City, OK 73102-2259
(405) 713-1000 • (405) 713-1001 fax
1001

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.

- | | <u>Tax Identification Number</u> |
|--|----------------------------------|
| 1. <input checked="" type="checkbox"/> Corporation | <u>73-1303942</u> |
| 2. <input type="checkbox"/> Partnership | _____ |
| 3. <input type="checkbox"/> Individual/Proprietorship
(List Social Security number) | _____ |
| 4. <input type="checkbox"/> Other (Please explain) | _____ |

Legal Name as it appears on Tax documents filed with the IRS: MSC Technologies, Inc.

Phone Number 721-5577 Fax Number 721-8085

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. January 2003)
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.

Name
MSC Technologies, 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.):
5909 NW Expressway, #200

City, state, and ZIP code:
Oklahoma City, OK 73132

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

Employer identification number

73	13	013	19	41	2
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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 **4/15/10**

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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.