

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST SHEET

For The 6/2/2010 Agenda  
(DATE)

DEPARTMENT: Sheriff REQUESTED BY: Angela Barber x. 1944

REQUISITION NO: 11007068 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: 1161.5110.54157 (Special Revenue, Prisoner Boarding, Equipment -Vendors Maintenance)

FUND NUMBERS: 1161 ; 5110 ; 54157 ; 2011

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION?  YES  NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BY HYPERLINKED TO THE AGENDA

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: E-mail Copy

**AGENDA ITEM READS AS FOLLOWS:**

FY 2010-2011 Contract Renewal between the Sheriff's Office and MSC Technologies	\$	3,360.00
for APC/MGE UPS "Advantage Ultra" Service Agreement to include twice yearly full battery preventative maintenance, for the Galaxy 30 KVA UPS, serial #A09-10025 located in 1B of the Detention Center.		
	\$	3,360.00

APPROVED BY DA  
(If Applicable)

Asst. District Attorney

APPROVED BY Engineer  
(If Applicable)

County Engineer

APPROVED BY PURCHASING  
(If Applicable)

Purchasing Agent

Please initial that document has been reviewed for privacy-protected or security information.

DISTRICT ATTORNEY:  YES  N/A

COUNTY CLERK:  YES  N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

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

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Chairman

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 05-18-2010

Requisition No--: 11007068  
Requisition Type--: Purchase Requisition  
Creation Date--: 05-18-2010  
Description--: Blanket for annual maint. for the APC/MGE UPS "Advantage Ultra"

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Barber, Angela M	3,360	\$ 1.00	\$3,360.00	SERVICE.EQUIPMENT

Item Description: Blanket for annual maint. for the APC/MGE UPS "Advantage Ultra" Service Agreement to include twice yearly full battery preventative maint. visits, for the Galaxy 30 KVA UPS  
Vendor:MSC TECHNOLOGIES INC Distribution: 1161.5110.54157.2011

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Requisition Total: \$3,360.00

*Equip-Vendor maint  
Prisoner Boarding  
Spec Rev.*

Approval Action (Circle One)

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Approve      Forward      Reject

Forward To : \_\_\_\_\_

Note : \_\_\_\_\_

Signature: \_\_\_\_\_

# PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS

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STANDARD MAINTENANCE CONTRACT BETWEEN COUNTY AND VENDOR

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

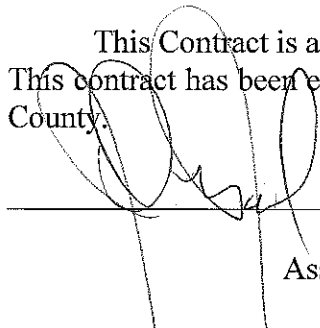
and the **VENDOR:** MSC Technologies, Inc.  
Address: 5909 NW Expressway #200  
Oklahoma City, OK 73132  
Contact Person: Gary Gagnon  
Telephone Number: 721-5577, fax: 721-8085

for the following maintenance or services:

Annual Maintenance for the APC/MGE UPS "Advantage Ultra" Service Agreement, to include twice yearly full battery preventative maintenance visits, for the Galaxy 30 KVA UPS, serial# A09-10025 located in 1B of the Detention Center for FY 2010-2011

This Contract is a Renewal \_\_\_\_\_, 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 the APC/MGE UPS "Advantage Ultra" Service Agreement, to include twice yearly full battery preventative maintenance visits, for the Galaxy 30 KVA UPS, serial# A09-10025 located in 1B of the Detention Center for FY 2010-2011**

## 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 APC by Schneider Electric. They provide their own insurance coverage which is available upon request. SE*

## ARTICLE 3 TERM OF CONTRACT AND RENEWAL

This contract shall commence on July 1<sup>st</sup>, 2010 and shall terminate on June 30<sup>th</sup>, 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 \$3,360.00.**

# 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.:~~

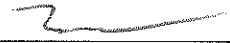
  
\_\_\_\_\_  
~~Department Head~~

Chairman \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Carolynn Caudill, County Clerk

VENDOR: MSC Technology, Inc.

By: 

Attest or Notary: 

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

Requisition Number 11007068

Blanket Purchase Order Number \_\_\_\_\_



PENDING APPROVAL



1B \$3,360

MSC Technologies, Inc.

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

Mar. 26, 2010

RE: APC/MGE UPS Maintenance

Angela:

The APC/MGE UPS service agreement for your Galaxy 30 KVA Uninterruptible Power Supply, ser# A09-10025 expires June 30<sup>th</sup>. We recommend you renew their service agreement to keep your system in top operating condition.

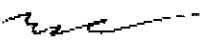
MGE has merged with APC and the new company name is now APC. Still the same field service availability and support. The name of the service agreement is the "Advantage Ultra". We quote it to you with 7x24 response.

The APC "Advantage Ultra" package provides-

- \*Parts, labor, and travel expenses for emergency repairs on a 24 hr/day, 7 day/week basis. Battery replacement and routine capacitor replacement not included.
- \*Thirty minute maximum callback time.
- \*Access to factory technical support during normal business hours.
- \*Call Management including record keeping of reported site events.
- \*Annual full module *Preventative Maintenance* visit, M-F, 8a-5p, by APC Field Engineer. This includes a complete mechanical and electrical checkout to ensure the equipment performs to published specifications.
- \*Twice yearly full *Battery Preventative Maintenance* visits, M-F, 8a-5p, including measurements and recordings of cell voltage, total battery terminal voltages, load testing, ambient operating temperature, visual tray and cabinet examination, spot checking of connection torques, cursory cleaning where required, adjustment of charging voltage, and general housekeeping.

The cost for the Galaxy 30 KVA UPS of the APC "Advantage Ultra" service agreement for a twelve month period is: \$3,360, billed at the outset of the year.

If you would like to obtain this agreement, please *sign* the equipment schedule, issue a purchase order to MSC Technologies, Inc., and return both to my attention at the address below. If preferred you may fax to us at 405-721-8085, or email to [garygagnon@prodigy.net](mailto:garygagnon@prodigy.net). Thank you for considering this important service.

  
\_\_\_\_\_  
Gary Gagnon, Pres.

PENDING APPROVAL



### APC SERVICES ENTITLEMENT SUMMARY

Opportunity ID# MSC

**INVOICE TO: (CUSTOMER) Please Advise**

Company Name: Okla County Sheriff's Office  
 Street: 201 N. Shartel  
 City: Oklahoma City  
 State: OK Zip: 73102  
 Contact: David Baisden  
 PH: 405-713-2053  
 FAX / EMAIL: 405-713-1009  
 PO# / \_\_\_\_\_

**EQUIPMENT LOCATION:**

Company Name: Same  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 PH: \_\_\_\_\_  
 FAX / EMAIL: \_\_\_\_\_

Tax Exempt Certification Attached Federal Tax ID:

**EQUIPMENT & SERVICE DESCRIPTION**

QTY	Product Line	S/N#	Description of Services	Price
1	Galaxy 30	A09-10025	Advantage Ultra Service Agreement, WADVULTRA-G3-31 w/ one PM, M-F, 8a-5p	
1	Upgrade		7x24 emergency response adder, WJPG8HR7X24-UG-01	
2	Batt PM		Two Battery PM Visits, M-F, 8a-5p, WBPMV-UP-01	
<b>Effective Dates: 7/1/10 to 6/30/11</b>				
<b>TOTAL SERVICES</b>				<b>\$3,360.00</b>

*This Services Entitlement Summary, together with the Terms and Conditions located at <http://www.apc.com/support/service/termsandconditions.pdf> (the "APC Terms"), will constitute the entire agreement between the parties. Customer acknowledges and accepts that by referencing the aforementioned url, APC Sales and Services Corporation ("APC") has officially fulfilled its obligation under any applicable law to inform Customer of the APC Terms. All references to substitution or addition of any other terms and conditions on this or any other document are hereby specifically and unequivocally rejected. The pricing above does not include taxes. Proposal is valid for ninety (90) days. By signing below, Customer acknowledges that Customer has read, understands, and agrees to be bound by the APC Terms. Customer hereby authorizes APC to commence performance under this contract and approves payment to APC by the method listed above. If any legal action is initiated to collect past due amounts, APC shall be entitled to recover, in addition to all said past due amounts, any damages, legal interest, collection costs and a reasonable attorney's fee.*

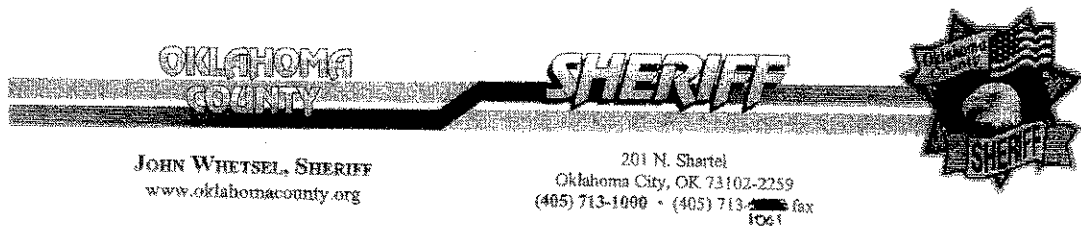
**CUSTOMER**

Company Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
**INTERNAL ONLY**  
 Entitlement Number: \_\_\_\_\_  
 Customer Bill To #: \_\_\_\_\_  
 Customer Site #: \_\_\_\_\_

**APC Sales and Services Corporation**

Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_

# 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  
73-1303942
1.  Corporation
  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: 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.

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

Social security number
OR
Employer identification number
<u>73131031942</u>

**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 [Signature] 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.