

# 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: 11007076 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: 1160.5160.54156 (Service Fees, Courthouse Security, Equipment - Vendor Maintenance)

FUND NUMBERS: 1160 ; 5160 ; 54156 ; 2011

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

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE 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 Smith's Detection \$ 23,428.00  
for Annual Maintenance Agreement for X-Ray Machines.

\$ 23,428.00

APPROVED BY DA  
(If Applicable)

5/19/2010

APPROVED BY Engineer  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

Asst. District Attorney

County Engineer

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--: 11007076  
Requisition Type--: Purchase Requisition  
Creation Date--: 05-18-2010  
Description--: Blanket for annual maintenance for x-ray machines FY10-11

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Barber, Angela M	23,428	\$ 1.00	\$23,428.00	SERVICE.EQUIPMENT
Item Description: Blanket for annual maintenance for x-ray machines FY10-11				

Vendor: SMITHS DETECTION INC Distribution: 1160.5160.54156.2011

Requisition Total: \$23,428.00

Approval Action (Circle One)  
-----  
Approve Forward Reject

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

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

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

*Buildings & Grounds*  
*Equip - Vendor Maint*  
*Courthouse Security*  
*SVC Fee*

# PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA  
BOARD OF COUNTY COMMISSIONERS

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STANDARD RENTAL CONTRACT BETWEEN COUNTY AND VENDOR

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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**

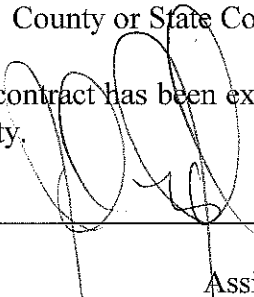
and the **VENDOR:** ***Smith's Detection***  
Address: ***30 Technology Drive***  
***Warren, NJ 07059***  
Contact Person: ***Kelli O'Reilly***  
Telephone Number: ***908-222-9100 x.3027***  
Fax Number: ***908-444-1602***

for the rental of the following items:

***Annual Maintenance for X-Ray Machines for FY2010-2011.***

County or State Contract Number: \_\_\_\_\_

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 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)

**Annual Maintenance for X-Ray Machines for FY2009-2010.**  
**Serial numbers 51292, 51303, 51279, 51301, 51282, & 78933**

## 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<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 rental of this equipment as follows:

**To be billed July 2009 – February 2010 monthly at \$1,952.33, then to be billed March 2010 – June 2010 monthly at \$1,952.34 for a Total of \$23,428.00 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. \_\_\_\_\_

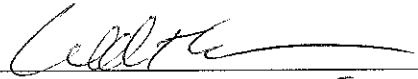
  
Chairman  
~~Department Head~~

ATTEST:

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

VENDOR: SMITHS DETECTION

DREW J VAN DAM  
NOTARY PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 5, 2013

By:   
WALT WEYBURNES FOR  
PAUL MAZZIOTTA

Attest or Notary:

  
\_\_\_\_\_  
Drew J Van Dam

Requisition Number 11007076

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

# PENDING APPROVAL

smiths detection  
bringing technology to life

According to our records, the following equipment is in need of extended coverage. For your convenience, I have included a pricing matrix which summarizes your cost for the On-Site Service Agreement.

<b>SERVICE AGREEMENT PRICES</b>			
<b>Model Number</b>	<b>Serial Number</b>	<b>Agreement Type</b>	<b>1 Year 7/1/2010-6/30/2011</b>
<i>HI-SCAN 7555I</i>	<i>51292</i>	<i>ON-SITE HS 7555I</i>	<b>\$4,106</b>
<i>HI-SCAN 6040I</i>	<i>51303</i>	<i>ON-SITE HS 6040I</i>	<b>\$4,057</b>
<i>HI-SCAN 6040I</i>	<i>51279</i>	<i>ON-SITE HS 6040I</i>	<b>\$4,057</b>
<i>HI-SCAN 6040I</i>	<i>51301</i>	<i>ON-SITE HS 6040I</i>	<b>\$4,057</b>
<i>HI-SCAN 6040I</i>	<i>51282</i>	<i>ON-SITE HS 6040I</i>	<b>\$4,057</b>
<i>HI-SCAN PS 5030SI</i>	<i>78933</i>	<i>ON-SITE HS PS 5030SI</i>	<b>\$3,094</b>
<b>TOTAL PRICE</b>			<b>\$23,428</b>

To renew your coverage, please call me or complete the "fax-back" form, which follows, sign where indicated and return to my attention. I will send to you a formal Service Agreement, which must be executed and returned to us together with payment for the term desired.

Should you need additional clarification on the enclosed or if I could provide you with any other information including information on our various training programs for your Smiths Detection equipment please feel free to contact me at 908-222-9100, Ext. 3027 or email me at [Kelli.OReilly@smithsdetection.com](mailto:Kelli.OReilly@smithsdetection.com).

Thank you and best regards,

*Kelli O'Reilly*

Kelli O'Reilly  
Service Sales Specialist

*\*Smiths Detection is a company formed through the acquisitions of Barringer Instruments and Heimann Systems.*

smiths

# PENDING APPROVAL

smiths detection  
bringing technology to life

30 Technology Drive  
Warren, NJ 07059  
Kelli O'Reilly  
FAX: 908-444-1602  
Phone: 908-222-9100 x3027  
Kelli.OReilly@smithsdetection.com

April 19, 2010

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

Dear Ms. Barber:

As a valued customer of Smiths Detection, we want to continue to provide the service and support to keep your equipment maintained and in peak operating condition at all times. We are committed to providing the service that will ensure your investment in our products is protected.

Our records indicate that your existing On-Site Service Agreement will be expiring on your Smiths Detection\* X-Ray equipment on **June 30, 2010**. As you know, your Service Agreement provides you with a cost effective solution to assure trouble-free operation of your Smiths Detection products. Service Agreements also allow you to budget one fixed expense through the Agreement period. Any unplanned corrective maintenance expense is eliminated.

Our On-Site Service Agreement offers the following:

#### **ON-SITE SERVICE AGREEMENT**

- ✓ On-Site Service Coverage – 8:00 a.m. – 5:00 p.m., Monday – Friday excluding holidays
- ✓ Response time is typically within 36 hours
- ✓ Includes all Labor, Travel Time and Travel Expenses
- ✓ Includes all Replacement Parts required
- ✓ Unlimited Access to our 24 hour by 7 day Technical Support Help Desk
- ✓ One Annual Preventive Maintenance check. Complete operational and calibration procedure performed
- ✓ One Annual Radiation Survey
- ✓ Valued Customer Status – 15% Discount on Instructor Led Training

smiths

# PENDING APPROVAL

OKLAHOMA  
COUNTY

SHERIFF



JOHN WHETSEL, SHERIFF  
www.oklahomacounty.org

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

## 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 \_\_\_\_\_ *N/A*

PLEASE TYPE ALL INFORMATION TO ASSURE ACCURACY.

### Tax Identification Number

1.  Corporation 22 355 2823
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: SMITHS DETECTION INC.

Phone Number 908.222.9100 Fax Number 908.222.1699

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 Sm. Mc Detection, 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.) 30 Technology Dr.

City, state, and ZIP code Waltham NJ 07059

List account number(s) here (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 22-2181281-23

**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 and 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 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.

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.