

# 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 xt. 1944

REQUISITION NO: 11007081 REQUISITION SHEET ATTACHED:  YES  N/A

NAME OF FUNDS: 1160.5100.54157.2009 (Service Fees, Sheriff, Equipment-Vendor Maintenance)

FUND NUMBERS: 1160 ; 5100 ; 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 Voice Products Inc. \$ 5,183.24  
for Annual Maintenance and Service 24 hours 7 days a week for the Racal/Nice Wordnet Series 2  
Recorder with 24 Channels and 2 DVD Drives with Accessories  
\$ 5,183.24

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--: 11007081  
Requisition Type--: Purchase Requisition  
Creation Date--: 05-18-2010  
Description--: Blanket for annual maintenance 24/7 for the Racal/Nice Wordnet S

Requestor	Qty/Amt	Unit Price	Line Amt	Category
Barber, Angela M	5,183.24	\$ 1.00	\$5,183.24	SERVICE.EQUIPMENT
Item Description: Blanket for annual maintenance 24/7 for the Racal/Nice Wordnet Series 2 Recorder w/ 24 ch & 2 DVD drive w/ accessories FY10-11				
Vendor: VOICE PRODUCTS INC				
Distribution: 1160.5100.54157.2011				

Requisition Total: \$5,183.24

Approval Action (Circle One)

-----  
Approve Forward Reject

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

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

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

*Equip. Vendor maint.*  
*Sheriff*  
*SVC fee*

# 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

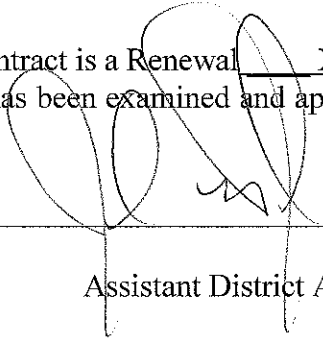
on behalf of: **Oklahoma County Sheriff's Office**(County Dept.)  
Contact Person: **Angela Barber**  
Telephone Number: **(405) 713-1944**

and the **VENDOR:** ***Voice Products Inc.***  
Address: ***8555 E. 32<sup>nd</sup> Street North***  
***Wichita, KS 67226***  
Contact Person: ***Jeff Walsh***  
Telephone Number: ***800-466-1152, fax: 316-263-1823***

for the following maintenance or services:

***Annual Maintenance 24 hours 7 days a week for the Racal/Nice Wordnet Series 2 Recorder with 24 Channels and 2 DVD Drives with Accessories 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 24 hours 7 days a week for the Racal/Nice Wordnet Series 2 Recorder with 24 Channels and 2 DVD Drives with Accessories 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.

## 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:

**To be billed quarterly for a total of \$1,295.81/qtr. The annual total is \$5,183.24.**

## ARTICLE 5 MISCELLANEOUS PROVISIONS

# PENDING APPROVAL

## 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: Voice Products Inc

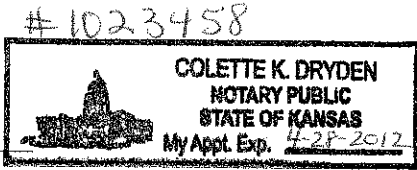
By: Stewart M. Peter

Attest or Notary: 

Date: 5/6/2010 Exp: \_\_\_\_\_

Requisition Number 11007081

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



# Voice Products, Inc.

*Voice Technologies For Your Business*



CORPORATE HEADQUARTERS | (800)466-1152 | 8555 E. 32<sup>ND</sup> ST. N. WICHITA KS. 67226 | FAX (316) 263-1823  
Sales and Support Office Throughout The Midwest

## Maintenance Quote

**Prepared For:** Oklahoma County Sheriff

**Contact:** Angela Barber

**Address:** 8029 SE 29<sup>th</sup> St  
Oklahoma City, OK 73102

**Phone:** 405-713-1944

**Fax:**

**Email:** [soangbar@oklahomacounty.org](mailto:soangbar@oklahomacounty.org)

### A. Maintenance Levels:

1 Year General Maintenance Agreement		
Platinum	\$5,183.24	24 Hours, Seven Days Per Week (24X7)

### B. Maintenance Notes:

1. Contract Period is: July 1<sup>st</sup> 2010 through June 30<sup>th</sup> 2011.
2. Maintenance is to include labor, parts travel and software maintenance agreement 24X7.
3. Contract is to be paid quarterly, (4) quarters at \$1,295.81 per quarter.

### C. Equipment:

Qty.	Description	Serial #
1	Nice Wordnet 2	S154310101

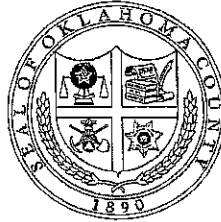
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





**CAROLYNN CAUDILL**  
OKLAHOMA COUNTY CLERK

MARK W. MISHOE, CHIEF DEPUTY

713-7184

**VENDOR:**

In order to process your vendor payments, 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  | _____                     |
| 2. ( ) Partnership  | _____                     |
| 3. ( ) Individual/Proprietorship<br>(List Social Security number) | _____                     |
| 4. ( ) Other (Please explain)                                     | _____                     |

Legal Name as it appears on Tax documents filed with the IRS \_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

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.

**NOTE: If your company is listed as LLC, please designate whether it is Individual/Sole Proprietor, Corporation, or Partnership in accordance with IRS regulations**

If you have any questions, please contact the Oklahoma County Clerk's office Accounts Payable Department at (405) 713-1516 or (405) 713-1547. Fax number (405) 713-1524.

(Sheriff)

Form **W-9**  
(Rev. October 2007)  
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 (as shown on your income tax return) Voice Products Inc

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) 8555 E 32nd St North  
 City, state, and ZIP code Wichita, KS 67226

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific Instructions on Page 2

**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

Employer identification number  
48-1085093

**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. citizen or other U.S. person (defined below).

**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 ▶ 5/6/10

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**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.

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. 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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,