

PENDING APPROVAL

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE 9 DAY OF May, 2010 AGENDA

(THE DEADLINE IS ONE WEEK PRIOR TO THE DATE THE AGENDA IS TO BE POSTED)

DEPARTMENT: MIS

REQUESTED BY: Mike Harman

REQUISITION NO.: 11007188

REQUISITION SHEET ATTACHED: NA

NAME OF FUNDS: MIS MAINTENANCE & OPERATIONS FUND NUMBERS: 1001/2700/54455

PLEASE INITIAL IF PRIVACY/PROTECTED INFORMATION EXISTS: N/A

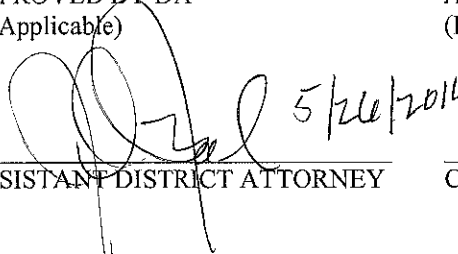
NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: /

AGENDA ITEM READS AS FOLLOWS: Discussion and possible action to approve the renewal of the Business Imaging contract. This contract is for the support and maintenance of the District Attorney's DMP Printer. The annual cost will not exceed \$992.25 and is contingent upon available funds. Requested by Mike Harman, Director of Information Technology Services.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

 5/26/2010

ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER



PURCHASING AGENT

Please initial if privacy/security protected information exist

DISTRICT ATTORNEY – PRIVACY/SECURITY PROTECTED INFORMATION: N/A

COUNTY CLERK – PRIVACY/PROTECTED INFORMATION: N/A

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

DATE OF REQUEST: _____ APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 5/24/2010
COUNTY DEPARTMENT MAKING REQUEST: MIS

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **Please review the renewal of the Business Imaging Systems contract.**

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Mike J Zan
COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: 5/25/10

REPLY BY DISTRICT ATTORNEY: Received

RECEIVED
MAY 25 2010
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY
By: [Signature]

PENDING APPROVAL

Oracle Applications - PROD

File Edit View Folders Tools Window Help

ORACLE

Number: 11007188 Type: Purchase Reqr Preparer: O'Neal, Rhonda
Description: BUSINESS IMAGII Status: Incomplete Total: USD 992.25

Lines Source Details Details Currency

Num	Category	Description	UOM	Quantity	Price	Need-By
1	SERVICE.PROFE	RENEWAL OF THE DM	Each	992.25	1	

Destination Type: Expense
Requester: O'Neal, Rhonda
Organization: MIS
Location: MIS - RM 321
Subinventory:

Source: Supplier
Supplier: BUSINESS IMAGING SYSTI
Site: REMIT
Contact:
Phone:

Catalog... Distributions Approve...

FRM-40400: Transaction complete: 2 records applied and saved.
Record: 1/1 List of Valu... <OSC>

start

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of July, 2010

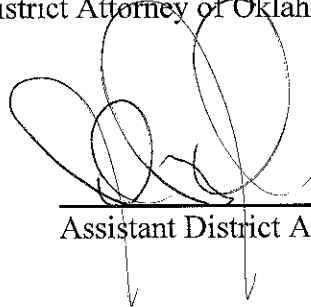
BETWEEN the **COUNTY:** The Board of County Commissioners of the
County of Oklahoma
320 Robert S. Kerr, Rm. 101
Oklahoma City, Oklahoma 73102

on behalf of: Oklahoma County MIS (County Dept)
Contact Person: Rhonda Oneal
Telephone Number: (405) 713-1334

and the **VENDOR:** Business Imaging Systems Inc.
Address: 13900 N. Harvey Avenue
Edmond, Oklahoma 73103
Contact Person: JW Matlock
Telephone Number: 405-507-7000

For the following maintenance or services: **Service on DMP Reader Printer**

This contract is a renewal contract. This contract has been examined and approved as to legality by the District Attorney of Oklahoma County.



Assistant District Attorney

5/26/2010

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 6 pages

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ARTICLE 1 MAINTENANCE/SERVICE

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

DMP 100 FSI Sensor 2C Serial Number 32100422
See Exhibit B for terms and hourly rate

ARTICLE 2 INSURANCE/LIABILITY

The Vendor agrees to maintain liability and Worker's Compensation insurance to cover the acts of Vendor and Vendor's employees or agents regarding any services rendered pursuant to this contract and policy limitations too 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, 2010 and shall terminate on June 30, 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 agree 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 services of this equipment as follows:
Nine Hundred Ninety Two Dollars and Twenty Five Cents (\$992.25) with Quarterly payments of Two Hundred Forty Eight Dollars and Six Cents (\$248.06).

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ARTICLE 5 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 6 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 _____, 2010.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Approved by County Dept.:

Chairman

Mike Harman, MIS Director

ATTEST:

Carolynn Caudill, County Clerk

VENDOR:
Business Imaging Systems, Inc.

By:  _____

Attest or Notary:

Requisition Number _____

Blanket Purchase Order Number _____

Business Imaging Systems Inc.

HARDWARE MAINTENANCE AGREEMENT (No. 00007581)

The parties of this System Maintenance Agreement ("Agreement") are Business Imaging Systems, Inc. ("BIS"), an Oklahoma corporation, and the party identified on the signature block ("Licensee"), both having principal places of business at the addresses specified in the signature block of this Agreement.

WHEREAS the Parties now desire to enter into an agreement for the Maintenance of the Hardware and Peripherals provided in the attached Exhibit "B".

NOW THEREFORE, in consideration of these premises and the mutual covenants and conditions contained herein BIS and Licensee agree to the following

1. AGREEMENT

BIS will provide Maintenance for the Hardware contained in Exhibit "B" and Licensee shall accept and pay for such services, pursuant to the terms and conditions herein provided.

2. TERM

For the annual charge indicated below, Business Imaging Systems agrees to service for one year, from the starting date, the equipment listed in Exhibit "B". This agreement will renew automatically unless terminated by thirty days written notice by either party.

3. TERMS AND CONDITIONS

Service calls will be performed during normal working hours (8:00 a.m. to 5:00 p.m.), Monday through Friday unless agreed otherwise in writing. Service required at other times will be charged at normal overtime rates.

This agreement covers labor and parts except those excluded below. It will not cover either if service is required due to damage caused by electrical failure, fire, water, abuse, accident, negligence, misuse, equipment alterations or tampering by unauthorized personnel. All parts are furnished on an exchange basis.

Damage caused by the use of unauthorized supplies, i.e. *refilled toner cartridges*, will not be covered and at our discretion may result in the cancellation of this agreement.

Preventative maintenance will be performed at a frequency necessary to keep equipment in good operating condition.

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EXHIBIT "B"

HARDWARE MAINTENANCE AND SERVICE FEES

Hardware Maintenance Fees : **Contract Period: 7/1/2010 to 6/30/2011**

For services rendered under this Agreement, Licensee agrees to pay BIS: \$992.25 for Annual Hardware and Peripheral Device Maintenance.

Hardware and Peripheral Devices:

Description	Serial Number	Price
DMP100	32100422	\$992.25
FS Controller I		
Sensor Unit 2		

TOTAL ANNUAL MAINTENANCE: \$992.25