

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE June 30, 2010 AGENDA

DEPARTMENT: BOCC REQUESTED BY: Bradford Holt, Administrator

REQUISITION NO.: _____ REQUISITION SHEET ATTACHED: _____ YES _____ N/A

NAME OF FUNDS: _____

FUND NUMBERS: _____

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: _____

AGENDA ITEM READS AS FOLLOWS:

Discussion and possible action to approve an agreement between the Board of County Commissioners and SimplexGrinnell LP for maintenance services for the courthouse intrusion alarm system for the term July 1, 2010 through June 30, 2011. The Court Clerk's Office has budgeted funds to pay for these services from the Court Fund.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)


ASSISTANT DISTRICT ATTORNEY

6/25/2010
COUNTY ENGINEER

PURCHASING AGENT

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

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: RC 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

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: 6 / 24 / 2010.

COUNTY DEPARTMENT MAKING REQUEST: Board of County Commissioners

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Review proposed agreement between the Board of County Commissioners and SimplexGrinnell LP for maintenance services for the courthouse intrusion alarm system for form and legality. The Court Clerk's Office pays for these services from the Court Fund.

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).

Bradford Holt for the Board of County Commissioners

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/25/10

REPLY BY DISTRICT ATTORNEY: Reviewed

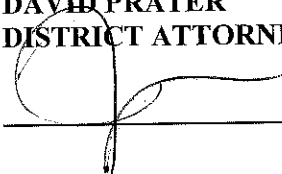
RECEIVED

JUN 25 2010

CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By:





Fire &
Security

SimplexGrinnell LP

2835 S. Utah Ave.
Oklahoma City, OK 73108

Oklahoma Alarm License # 0731
Phone: 405.246.1043
Fax: 405.682.6169

SimplexGrinnell

SimplexGrinnell State Contract SW403

Date: June 23, 2010
Proposal Number:

By and Between SimplexGrinnell and Board of County Commissioners of Oklahoma County.

Services will be provided at the following location(s): 320 Robert S Kerr, Oklahoma City, OK 73102

SimplexGrinnell shall perform the services set forth in this agreement according to the OKLAHOMA STATE CONTRACT general terms and conditions.

Scope of Work: Annual coverage on building intrusion system at Oklahoma County Court.

Price: Five Thousand Seven Hundred Forty Four Dollars and Zero Cents (\$5,744.00) Annually.

Payment Terms: Prompt payment terms Net 45 Payment for Service(s) shall be total contract unless expressly provided otherwise in this Agreement. Charges for work outside the scope of this Agreement shall be billed at the applicable (GSA) contract rates for labor, materials, and travel.

Term: One Year

The term of this Agreement shall be 7.1.30 to 6.30.11. SimplexGrinnell's current charges as reflected on SimplexGrinnell's invoice shall apply for each renewal period. Notwithstanding the foregoing, either party may terminate this Agreement by giving ninety (90) days advance written notice.

ACCEPTED BY:

SimplexGrinnell LP
By: Ken Bartels
Title: Service Sales Representative
Signature: _____
Date Signed: _____
Address: 2835 S Utah Avenue
Oklahoma City, OK 73108
405-246-1000

SUBSCRIBER:

Board of County Commissioners of Oklahoma County
Oklahoma County Court
321 Park Ave
Oklahoma City, OK 73102
Brad Holt 405.713.1546
Signature: _____
Date Signed: _____
P O Number: _____

Additional Terms and Conditions

1. The Board of County Commissioners of Oklahoma County may terminate this agreement at anytime with 30 days written notice.
2. The Board of County Commissioners of Oklahoma County may terminate this agreement should the county experience a budgetary shortfall.

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Pricing Summary

Location: Oklahoma County Court House- Emergency Response System

Infant/Wandering Resident Security	Quantity	Frequency
Full Service (8-5/M-F)		
Computer/Server	1	Annual
Software	1	Annual
Power Supply	16	Annual
Locators	226	Annual
Repeaters	9	Annual
Transmitters	150	Annual
Hand held Radio Reciever	1	Annual
Annual Service Contract	1	Annual
Total Investment		
Grand Total: \$5,744.00		

SPECIAL PROVISIONS

Oklahoma County Court House- Emergency Response System,

Additionally, this agreement provides for the following and it will supercede associated language within the agreement.

TEST AND INSPECTION OVERVIEW:

Under this Special Provisions, SimplexGrinnell trained technicians will perform inspections and diagnostic tests for all accessible peripheral devices listed and currently connected to the facility life safety system. Tests will be scheduled in advance at the convenience of customer's staff (see "List of Equipment" page for equipment to be tested).

CUSTOMER ASSISTED INSPECTIONS: Under these Special Provisions, customer has agreed to provide (at its own risk and to accept full responsibility for providing) at least one (1) able-bodied person to assist SimplexGrinnell technicians for the duration of the visit. During this visit, customer's personnel will receive informal, hands-on training on basic system functions, and proper inspection procedures.

If a Customer selects this option and either fails to supply the required assistance or is not qualified to do so, the scheduled testing and inspection may be canceled, or at SimplexGrinnell's option, the Customer will be billed for the additional time and materials expended.

EMERGENCY SERVICE CALL AND LABOR:

For products specified within this proposal, emergency service calls are provided at no additional charge.

Standard Service (Provided during normal working hours, Mon - Fri, 8:00 a.m. □5:00□p.m.,□ excluding holidays). This provision includes labor, travel, and mileage charges for repairs associated with normal equipment failures. Emergency service will be provided within 24 hours of notification Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding SimplexGrinnell holidays, unless outlined as a special provision to the contract. This provision covers labor to troubleshoot and diagnose system problems, and the labor to replace failed devices. **NOTE: With Standard Emergency Service,**

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customer is invoiced at standard (normal working hrs) labor rate for billable after hours service calls.

PARTS AND COMPONENT REPLACEMENT:

PANEL COMPONENT REPLACEMENT FOR LISTED ELECTRONIC SYSTEMS:

Additionally, these Special Provisions cover maintenance and component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards and monitors associated with system. **Replacement of faulty wiring is not covered. (See Terms and Conditions.)**

PARTS/COMPONENT REPLACEMENT FOR LISTED MECHANICAL SYSTEMS:

Additionally, these Special Provisions cover replacement of all moving parts to include sprinkler heads, clappers, gaskets, hand hole cover hardware and gaskets, gauges, main drain valves, all valves associated with trim, hose valves, water motor gongs, air compressors, jockey pumps, air maintenance devices etc. associated with system. **Replacement of faulty or leaking piping, fittings, fire pumps, and electrical control equipment is not covered, unless otherwise specified. (See Terms and Conditions.)**

This is an annual service agreement that covers service (M-F 8-5) on the emergency locator system in the Oklahoma County court house. This also includes the computer workstation hooked up to it located in the Oklahoma County Jail on 210 N Shartel.

Service contract includes repair or replacement of the equipment listed.

We will provide a 4 hour response to an emergency call.

Emergency service not covered above will be billed at normal hourly service rates.

SERVICE AGREEMENT