

PENDING APPROVAL

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE _____ AGENDA

DEPARTMENT: Oklahoma County Social Services REQUESTED BY: Christi Jernigan

REQUISITION NO.: 11008131 REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: Oklahoma County Social Services


FUND NUMBERS: 1001-6100

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: 1

AGENDA ITEM READS AS FOLLOWS: Review and renewal of maintenance agreement on Konica Minolta 21346 and Bizhub M362 copiers in the Social Services department to cover contract performance period July 1, 2010 thru June 30, 2011. A P.O. will be created in the amount of \$750.00. Agreement to be effective upon approval by the Board of Oklahoma County Commissioners thru June 30, 2011. Requested by Christi Jernigan, Director.

 8/10/10

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)



ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER



PURCHASING AGENT

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

DISTRICT ATTORNEY: _____

COUNTY CLERK: Re

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

PENDING APPROVAL

OKLAHOMA COUNTY, OKLAHOMA

BOARD OF COUNTY COMMISSIONERS

STANDARD LONG TERM LEASE 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 Social Services (County Dept.)
Contact Person: Karole Pittman, Fiscal/Contracts Officer
Telephone Number: (405)713-2222

and the **VENDOR:** Oklahoma Office Systems
Address: 33 N. Meridian
Oklahoma City, OK 73107

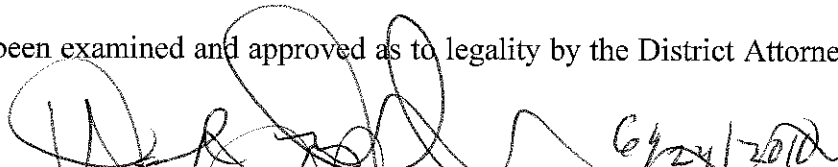
Contact Person: Allyn Pepper
Telephone Number: (405) 521-7917

for the 1-year maintenance lease of the following items:

Konica Minolta copiers Bizhub M362 and 21346

County or State Contract Number: NOC

This contract has been examined and approved as to legality by the District Attorney, Oklahoma County.


Assistant District Attorney 6/24/2010
Date 8/10/2010

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 EQUIPMENT LEASED

The Vendor shall supply the following equipment to the County: (describe item/s and serial numbers/s)

Maintenance to the Konica Minolta copiers Bizhub M362 and 21346

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, 2010 and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2011. County shall have the right to renew this Contract for successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of County. It is the present intent of the County to continue this lease for an additional 1 fiscal year. However, in order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation.

It is agreed between the parties 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 thirty day written notice and may terminate immediately if Vendor breaches any of the terms of this contract.

ARTICLE 4 CONTRACT AMOUNT

The County shall pay the Vendor for the maintenance of this equipment as follows: Fifty-one dollars and no/100 per month for maintenance total of \$612.00. There are no copy charges per month unless there are overages.

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.

For the contract period of 7/1/10 through 6/30/11 the amount of encumbrance will be \$612.00.

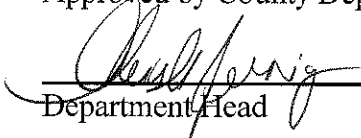
ARTICLE 7
LEGAL AUTHORITY

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: Oklahoma Office Systems, Inc.

By: _____

Attest or Notary:

Requisition Number _____ Blanket Purchase Order Number _____

PENDING APPROVAL

OKLAHOMA OFFICE SYSTEMS, LLC
33 N. Meridian
Oklahoma City, OK 73107
(405) 942-6674

IN TULSA:
1903 W. Reno
Broken Arrow, OK 74012
(918) 250-5151

EQUIPMENT MAINTENANCE AGREEMENT

BILL TO:
Oklahoma County Social Services
7401 NE 23rd
Oklahoma City, OK 73141

LOCATION OF EQUIPMENT:
same

NOTE: Please send PO# back with this form.

| | | | |
|--|---------------------|---|---------------|
| Annual, Quarterly, Monthly or Semi-Annual Payments in advance: monthly | | Service Zone (1, 2, 3 or 4) | |
| Date: 5/6/2010 | Salesman Name & No. | Agreement Date 7/1/2010 to 6/30/2011 | Location |
| Description of item (Model No.) Konica 7020 ID# 21346 | | Serial No. 26NE03498 | |
| Special terms, conditions, or agreements Includes parts, labor, staples and supplies Excludes color supplies and paper Includes 1,000 copies per month Overages billed at 0.021 each | Equipment Price | \$21.00/month | |
| | Accessories | | |
| | Accessories | | |
| | Accessories | | |
| | Accessories | | |
| **Current Meter Reading (if applicable) | TOTAL | | \$21.00/month |

**Please take a meter reading...

I have read and agree to the terms and conditions of this Equipment Maintenance Agreement as shown on the back of this agreement.

Additional Equipment and/or Locations:

Firm's Name

Customer Signature

Approved and Accepted by
OKLAHOMA OFFICE SYSTEMS, LLC

Authorized Signature

Date

PLEASE SIGN AND RETURN THIS FORM....WE WILL RETURN A COPY TO YOUR OFFICE....THANK YOU

To insure complete and continuous coverage, be sure that all options and accessories are listed.

PENDING APPROVAL

TERMS AND CONDITIONS

For the purpose of maintaining equipment in good operating condition, OOSI agrees to perform maintenance service as designated under the maintenance plan and at rates indicated on reverse side and in accordance with the following conditions which the customer acknowledges to have read and to have accepted by signing on the reverse side in the space provided.

I. INSPECTION

Equipment will be cleaned, lubricated and adjusted at the intervals defined by OOSI and based on equipment usage. Includes all parts and labor, excluding consumables, drums and rubber parts unless otherwise stated.

II. OOSI provides a warranty period for 90 days on new equipment and 30 days on used equipment. This warranty covers all parts and labor for the prescribed period.

III. EMERGENCY SERVICE CALLS

Emergency service calls between inspections will be performed at no extra charge during normal business hours.

IV. TRAVEL EXPENSES

For service to equipment relocated beyond 15 miles of the original service point an additional service charge will be made.

V. EQUIPMENT USAGE

If any equipment is regularly used for more than one shift of personnel the maintenance charges will be increased by 50% for each additional shift regularly using the equipment.

VI. AGREEMENT TERMS

This agreement becomes effective upon payment in advance and is subject to the following terms and conditions:

1 The equipment must be in good mechanical condition on the effective date of the agreement. If during the first inspection the equipment is found to be in poor condition, this agreement at the sole discretion of OOSI may be rescinded. Advance payment(s) made less the per call value of any repair work previously performed will be refunded.

2 The agreement will not apply to any equipment damaged through accident, misuse, theft, neglect or by fire or water.

3 When in OOSI's opinion a shop reconditioning is necessary because normal parts replacement and repair cannot keep the equipment in satisfactory operating condition, OOSI will submit a cost estimate which, if approved by the consumer, will be in addition to the maintenance charge.

4 Additional equipment purchased from OOSI will be automatically included at commercial rates in effect at the time of purchase according to the terms of this agreement unless otherwise indicated.

5 This agreement shall remain in effect until cancelled by either party upon 30 days prior written notice in advance. ~~In the event of cancellation prior to the anniversary date of a one year agreement termination charges equal to 5 times the monthly minimum or the balance of the contract whichever is less will be assessed. For a two (2) year agreement termination charges equal to seven (7) times the monthly minimum or the balance of the contract whichever is less will be assessed.~~

6 This agreement does not cover service necessitated by malfunctions or parts or attachments or supplies on non-OOSI manufacture unless specifically covered in this agreement. Specification changes, alterations, or attachments may require a change in the maintenance charges.

7 ~~The amount of this agreement shall be increased by an amount equal to any tax now or hereafter assessed, levied or imposed by any federal, state or local authority.~~

8 Service and inspections will be performed during OOSI's normal working hours Monday through Friday. Service rendered during other times will be subject to premium labor and/or Holiday rate additional charges.

9 ~~This agreement will automatically renew on its anniversary date for an additional period of one year at the rate in effect at the date of renewal. This automatic renewal will be accepted by OOSI under the provisions of acceptable condition and, if required, the reconditioning provision as specified in VI, 1 & 3 above.~~

10 In the event that at any time OOSI shall determine that maintenance and/or repairs to any equipment covered by this Maintenance Contract be performed at Customer premises, OOSI reserves the right to perform such maintenance or repairs at OOSI offices and remove the equipment from Customers premises in connection therewith.

11 This agreement is non-refundable and is not transferable to a third party.

12 In order for this agreement to remain in effect, OOSI must be notified in writing if the equipment is relocated from the business address shown on the from side of this agreement.

13 ~~Sales or use tax shall be added where applicable.~~

14 OOSI is not responsible for delays or inability to service caused by strikes, accidents, acts of God, or other factors beyond OOSI's control.

15 If the equipment covered by this agreement is upgraded to new OOSI equipment, the unused portion of this agreement will be prorated and applied to maintenance of the new equipment.

16 Time spent in locating equipment not at the specified location, or waiting for equipment availability will be charged at OOSI's per-call equipment service rates.

17 The services outlined in these terms ~~are OOSI's only obligations under this agreement. OOSI will not be responsible for any consequential or incidental damages resulting from the use or servicing of the equipment, even if loss or damage is caused by the negligence or other fault of OOSI. Such damages, for which OOSI will not be responsible, include but are not limited to, loss of revenue or profit, downtime costs, loss of use of the equipment, cost of any substitute equipment, facilities or services or claims of your customers for such damages.~~ *and the Standard Contract of 3 pages here in*

18 The customer agrees to: provide the required power source for the equipment and adequate space for the installation as described by the manufacturer; provide the service technician with access to a telephone; designate a key operator for training in the use of the equipment.

PENDING APPROVAL

OKLAHOMA OFFICE SYSTEMS, LLC.

33 N. Meridian

Oklahoma City, OK 73107

(405) 942-6674

IN TULSA:

1903 W. Reno

Broken Arrow, OK 74012

(918) 250-5151

EQUIPMENT MAINTENANCE AGREEMENT

BILL TO:

Oklahoma County Social Services

Career Connection Center

7401 NE 23rd

Oklahoma City, OK 73141

LOCATION OF EQUIPMENT:

same

NOTE: Please send PO# back with this form.

| | | | |
|--|---------------------|---|----------------------------|
| Annual, Quarterly, Monthly or Semi-Annual Payments in advance: monthly | | Service Zone (1, 2, 3 or 4) | |
| Date: 5/6/2010 | Salesman Name & No. | Agreement Date 7/1/2010 to 6/30/2011 | Location |
| Description of item (Model No.) Konica Bizhub M362 | | ID# 33047 | Serial No. 11U011002050 |
| Special terms, conditions, or agreements Includes parts, labor, drum and supplies Excludes paper and staples Includes 3,000 copies per month Overages billed at .01 each | | Equipment Price | \$30.00/month |
| | | Accessories | |
| | | Accessories | |
| | | Accessories | |
| | | Accessories | |
| **Current Meter Reading (if applicable) | | TOTAL | \$30.00/month |

**Please take a meter reading...

I have read and agree to the terms and conditions of this Equipment Maintenance Agreement as shown on the back of this agreement.

Additional Equipment and/or Locations:

Firm's Name

Customer Signature

Approved and Accepted by
OKLAHOMA OFFICE SYSTEMS, LLC.

Authorized Signature

Date

PLEASE SIGN AND RETURN THIS FORM....WE WILL RETURN A COPY TO YOUR OFFICE....THANK YOU

To insure complete and continuous coverage, be sure that all options and accessories are listed.

PENDING APPROVAL

TERMS AND CONDITIONS

For the purpose of maintaining equipment in good operating condition, OOSI agrees to perform maintenance service as designated under the maintenance plan and at rates indicated on reverse side and in accordance with the following conditions which the customer acknowledges to have read and to have accepted by signing on the reverse side in the space provided.

I. INSPECTION

Equipment will be cleaned, lubricated and adjusted at the intervals defined by OOSI and based on equipment usage. Includes all parts and labor, excluding consumables, drums and rubber parts unless otherwise stated.

II. OOSI provides a warranty period for 90 days on new equipment and 30 days on used equipment. This warranty covers all parts and labor for the prescribed period.

III. EMERGENCY SERVICE CALLS

Emergency service calls between inspections will be performed at no extra charge during normal business hours.

IV. TRAVEL EXPENSES

For service to equipment relocated beyond 15 miles of the original service point an additional service charge will be made.

V. EQUIPMENT USAGE

If any equipment is regularly used for more than one shift of personnel the maintenance charges will be increased by 50% for each additional shift regularly using the equipment.

VI. AGREEMENT TERMS

This agreement becomes effective upon payment in advance and is subject to the following terms and conditions:

- 1 The equipment must be in good mechanical condition on the effective date of the agreement. If during the first inspection the equipment is found to be in poor condition, this agreement at the sole discretion of OOSI may be rescinded. Advance payment(s) made less the per call value of any repair work previously performed will be refunded.
- 2 The agreement will not apply to any equipment damaged through accident, misuse, theft, neglect or by fire or water.
- 3 When in OOSI's opinion a shop reconditioning is necessary because normal parts replacement and repair cannot keep the equipment in satisfactory operating condition, OOSI will submit a cost estimate which, if approved by the consumer, will be in addition to the maintenance charge.
- 4 Additional equipment purchased from OOSI will be automatically included at commercial rates in effect at the time of purchase according to the terms of this agreement unless otherwise indicated.
- 5 This agreement shall remain in effect until cancelled by either party upon 30 days prior written notice in advance. ~~In the event of cancellation prior to the anniversary date of a one year agreement termination charges equal to 5 times the monthly minimum or the balance of the contract whichever is less will be assessed. For a two (2) year agreement termination charges equal to seven (7) times the monthly minimum or the balance of the contract whichever is less will be assessed.~~
- 6 This agreement does not cover service necessitated by malfunctions or parts or attachments or supplies on non-OOSI manufacture unless specifically covered in this agreement. Specification changes, alterations, or attachments may require a change in the maintenance charges.
- 7 ~~The amount of this agreement shall be increased by an amount equal to any tax now or hereafter assessed, levied or imposed by any federal, state or local authority.~~
- 8 Service and inspections will be performed during OOSI's normal working hours Monday through Friday. Service rendered during other times will be subject to premium labor and/or Holiday rate additional charges.
- 9 ~~This agreement will automatically renew on its anniversary date for an additional period of one year at the rate in effect at the date of renewal. This automatic renewal will be accepted by OOSI under the provisions of acceptable condition and, if required, the reconditioning provision as specified in VI, 1 & 3 above.~~
- 10 In the event that at any time OOSI shall determine that maintenance and/or repairs to any equipment covered by this Maintenance Contract be performed at Customer premises, OOSI reserves the right to perform such maintenance or repairs at OOSI offices and remove the equipment from Customers premises in connection therewith.
- 11 This agreement is non-refundable and is not transferable to a third party.
- 12 In order for this agreement to remain in effect, OOSI must be notified in writing if the equipment is relocated from the business address shown on the front side of this agreement.
- 13 ~~Sales or use tax shall be added where applicable.~~
- 14 OOSI is not responsible for delays or inability to service caused by strikes, accidents, acts of God, or other factors beyond OOSI's control.
- 15 If the equipment covered by this agreement is upgraded to new OOSI equipment, the unused portion of this agreement will be prorated and applied to maintenance of the new equipment.
- 16 Time spent in locating equipment not at the specified location, or waiting for equipment availability will be charged at OOSI's per-call equipment service rates.
- 17 The services outlined in these terms are OOSI's only obligations under this agreement. ~~OOSI will not be responsible for any consequential or incidental damages resulting from the use or servicing of the equipment, even if loss or damage is caused by the negligence or other fault of OOSI. Such damages, for which OOSI will not be responsible, include but are not limited to, loss of revenue or profit, downtime costs, loss of use of the equipment, cost of any substitute equipment, facilities or services or claims of your customers for such damages.~~
- 18 The customer agrees to: provide the required power source for the equipment and adequate space for the installation as described by the manufacturer; provide the service technician with access to a telephone; designate a key operator for training in the use of the equipment.

PENDING APPROVAL

OKLAHOMA COUNTY INCOMPLETE REQUISITIONS REPORT

DATE PRINTED--: 06-21-2010

Requisition No---: 11008131
Requisition Type---: Purchase Requisition
Creation Date--: 06-18-2010
Description---: BLANKET FOR COPIER MAINTENANCE FY 10/11
Requestor
Bolden, Terry Lynn
Item Description: NOC-BLANKET FOR COPIER MAINTENANCE FY 10/11 #21346 @ 21.00/MONTH -PHARM & #33047 @
30.00/MONTH FISCAL
Vendor:OKLAHOMA OFFICES SYSTEMS LLC
Distribution: ...

| Qty/Amt | Unit Price | Line Amt | Category |
|-----------------------------------|------------|----------|-------------------|
| 750 | \$ 1.00 | \$750.00 | SERVICE.EQUIPMENT |
| Requisition Total: ----- \$750.00 | | | |

Approval Action (Circle One)

Approve Forward Reject

Forward To : _____

Note : _____

Signature: _____