

County Request No. 433

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 6/13/2024 Department: MIS

State the nature of the legal request: Please review the FY 2024-25 renewal for Midcon Recovery Solutions. This is for Co-Location Datacenter and Tape Storage Services. The total amount shall not exceed fifty-nine thousand, two hundred, forty-four dollars (\$59,244.00).

RECEIVED

JUN 13 2024

CIVIL DIVISION
DISTRICT ATTORNEY

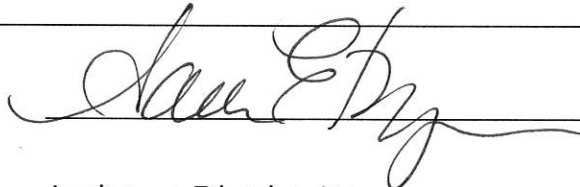
Signature



Reply of District Attorney's Office: _____

Reviewed

Date of Reply: 6/24



Assistant District Attorney

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the _____ day of _____ 20__

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 IT Department**
Contact Person: Charlotte Swindle
Email Address: itchaswi@oklahomacounty.org
Telephone Number: 405 713 1333

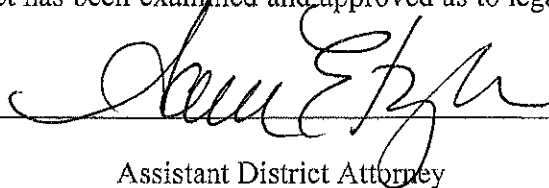
and the **VENDOR:** **MIDCON Recovery Solutions, LLC**
Address: **13431 Broadway Extension Ste 115**
Oklahoma City, OK 73114

Contact Person: Kurt Kraft
Telephone Number: 405-478-1234
Fax Number: 4057059998

for the following maintenance or services:

Co-location Datacenter and Tape Storage Services

This Contract is a Renewal X , New _____ Contract.
This contract has been examined and approved as to legality by the District Attorney, Oklahoma
County.



6/13/24

Assistant District Attorney

Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with _____ page of attachments

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)

See Exhibit C

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, 2024 and shall terminate on June 30, 2025. 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 \$ per month. \$ total annually.

To be billed \$4,937.00 per month.

\$59,244.00 total annually.

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

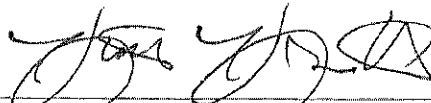
Department Head

ATTEST:

Maressa Treat, County Clerk

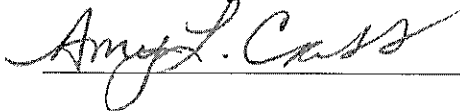
VENDOR: MIDLOW RECOVERY SOLUTIONS, LLC

By: _____


KURT KRAFT

Attest or Notary:





Requisition Number _____

Blanket Purchase Order Number _____




Exhibit C

Colocation Space	Description	Qty	MRC	Setup
Cabinet Enclosure	42U Cabinet Enclosure (84"H x 24"W x 42"D) with dual 30A/208V AC Power Circuits	2	\$2711	\$0
Additional Power Requirements				
	Description			
AC (20) Amp @ 208V	Redundant Power	1	\$558	\$0
Brandwidth	Description			
Cross-Connect Fee	ISP circuit connection service fee	1	\$150	\$0
DR Seats	Shared DR Seats with Connection back to Datacenter Cabinets	35	\$1102	\$0
Professional Services				
Tape Rotation and Storage	Onsite rotation with Bunkered Storage	1	\$416	\$0
Totals			\$4,937	\$0

Length of Contract : 12 Months Effective Date: 7/1/2024 (ending 06/30/2025)

Initial Payment: \$4,937 Monthly Recurring Charge (MRC) \$5,087

Customer: Oklahoma County	MIDCON Recovery Solutions:
Signature:	Signature: 
Print Name:	Print Name: Kurt Kraft
Title:	Title: President
Date:	Date: 06-11-24
Notes and Access Authorization:	
<ul style="list-style-type: none"> Customer has right to discontinue the Tape Rotation part of the contract at any time of their choosing. 	



Bill To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK
 73102

Requisition 12500458-00 FY 2025
 Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065itchaswi
 Status: Created

Page 1

Vendor
 MIDCON RECOVERY SOLUTIONS LLC
 13431 N BROADWAY EXT
 SUITE 115
 OKLAHOMA CITY, OK 73114
 Tel#405-478-1234 X703

Ship To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/24	002556				Information Technology

LN	Description / Account	Qty	Unit Price	Net Price
001	BLKT - FY24-25 Contract for Co-Location of Datacenter and Tape Storage Service	59244.00	1.00000	59244.00
		EACH		

Ship To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK 73102

Deliver To
 OKLAHOMA COUNTY - IT
 320 ROBERT S. KERR
 SUITE 321
 OKLAHOMA CITY, OK 73102

Requisition Link Requisition Total 59244.00

***** General Ledger Summary Section *****
 Account Amount Remaining Budget