

#442

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: June 16, 2022

COUNTY DEPARTMENT MAKING REQUEST: Information Technology

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

Please review FY 2022-23 Midcon contract renewal. This is for our disaster recovery operations. The monthly amount shall not exceed four thousand, eight hundred and twelve dollars (\$4,812.00), making the annual total fifty-seven thousand, seven hundred and forty-four dollars (\$57,744.00).

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).


CO-DIRECTOR

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 6/17/22

DAVID PRATER
DISTRICT ATTORNEY

By: 

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

Contact Person: **Kurt Kraft**
Telephone Number: **405-478-1234**
E-Mail: **kkraft@midcondata.com**

Co-Location of Datacenter and Tape Storage

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

Assistant District Attorney

Date _____

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

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 A.

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, 2022** and shall terminate on **June 30, 2023**. 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 \$4,812.00 per month. \$57,744.00 annual total.

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.

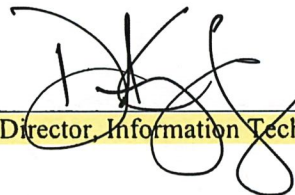
ARTICLE 7
LEGAL AUTHORITY

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.:



Co-Director, Information Technology

Chairman

ATTEST:

David B Hooten, County Clerk

VENDOR:

Midcon Recovery Solutions, LLC

By: 

Attest or Notary:

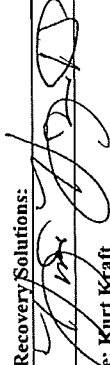
Requisition Number 12207040

Blanket Purchase Order Number _____

Colocation Space	Description	Qty	MRC	Setup
Cabinet Enclosure	U Space within Cabinet enclosure (84" H x 24" W x 42" D) with (2) 30 amp 208V AC Power Circuit	2	\$2,555	\$0
Suite Space	# Sq. Ft. Cage in the collocation facility. Equip w/ 6 (30A/208V) Circuits	N/A	N/A	N/A
Additional Power Requirements				
AC (20) Amp @ 120V				
AC (30) Amp @ 120V				
AC (20) Amp @ 208V	Redundant Power	1	\$526	\$0
Bandwidth				
Bandwidth Connectivity	Bandwidth Connectivity by Mb/Sec	10	\$300	\$0
DR Seats	Shared DR Seats w/ Connection back to Datacenter Racks	35	\$1039	\$0
Professional Services				
Tape Rotation and Storage	Onsite Rotation w/ Bunkered Storage	1	\$392	\$0
Totals			\$4,812	\$0

Length of Contract : 12 Months Effective Date : 7/1/2022 (Ending 6/30/2023)

Initial Payment: \$4,812 Monthly Recurring Charge (MRC) \$4,812

Customer: Oklahoma County	MIDCON Recovery Solutions:
Signature:	Signature: 
Print Name:	Print Name: Kurt Kraft
Title:	Title: President
Date:	Date: 6/15/22
Notes and Access Authorization: • 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 12207040-00 FY 2022 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065itmelbak Status: Created
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Vendor MIDCON RECOVERY SOLUTIONS LLC 13431 N BROADWAY EXT SUITE 115 OKLAHOMA CITY, OK 73114	Ship To OKLAHOMA COUNTY - IT 320 ROBERT S. KERR SUITE 321 OKLAHOMA CITY, OK 73102
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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
06/16/22	002556	07/01/22			Information Technology

LN Description / Account	Qty	Unit Price	Net Price
001 FY23 Contract for Co-Location of Datacenter and Tape Storage	1.00 EACH	57744.00000	57744.00

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	57744.00
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***** General Ledger Summary Section *****	
Account	Amount Remaining Budget