

#613

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: 09/09/2022

COUNTY DEPARTMENT MAKING REQUEST: Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **FY 2022-2023 Annual Maintenance Agreement between the BOCC, the Sheriff's Office, and SHI International Corp. for Remote Support Cpnccurrent User Cloud BeyondTrust Software part# RSU-CLOUD w/ three licenses (NASPO Software VAR #ADSP016-130651/SW1041)**

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).



COUNTY OFFICER

.....
DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____



**DAVID PRATER
DISTRICT ATTORNEY**

By: 

RECEIVED

SEP 12 2022

CIVIL DIVISION
DISTRICT ATTORNEY

OKLAHOMA COUNTY, OKLAHOMA
BOARD OF COUNTY COMMISSIONERS

STANDARD SERVICE CONTRACT BETWEEN COUNTY AND VENDOR

CONTRACT made as of the 1st day of September, 2022

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 Sheriff's Office**
Contact Person: **Andrea Dean andrea.dean@oklahomacounty.org**
Telephone Number: **(405) 713-2012**

and the **VENDOR:** **SHI International Corp.**
Address: **290 Davidson Avenue**
Somerset, NJ 08873
Contact Person: **MOKA Team**
Office Number: **888-394-5232 x 8240**
E-mail: **moka@shi.com**

for the following maintenance or services:

Annual Maintenance Agreement for Remote Support Concurrent User Cloud BeyondTrust
Software part# RSU-CLOUD with three licenses
(NASPO Software VAR #ADSP016-130651/SW1041) for fiscal year 2022-2023

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


Assistant District Attorney

9/13/22
Date

THE COUNTY AND THE VENDOR AGREE AS SET FORTH BELOW.

Standard contract consisting of 3 pages
with 1 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)

Annual Maintenance Agreement for Remote Support Concurrent User Cloud BeyondTrust
Software part# RSU-CLOUD with three licenses
(NASPO Software VAR #ADSP016-130651/SW1041) for fiscal year 2022-2023

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 September 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 for an annual total of \$3,634.56

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.:



Oklahoma County Sheriff

Chairman _____

ATTEST:

~~David B. Hooten~~, Oklahoma County Clerk

VENDOR: SHI International Corp.

By:


Darek Awais

Attest or Notary:



Marc Poole

Requisition Number 12302040

Blanket Purchase Order Number _____
SHI QUOTE# 22394722







Pricing Proposal
Quotation #: 22394722
Created On: 8/17/2022
Valid Until: 8/31/2022

OK-County of Oklahoma Sheriff's Office

Andrea Dean

320 Robert S Kerr Avenue
Room 119
Oklahoma City, OK 73102-0000
United States
Phone: (405) 713-1336
Fax:
Email: Andrea.Dean@oklahomacounty.org

Inside Account Manager

Brandon Mariano

290 Davidson Ave
Somerset, NJ 08824
Phone: 732-868-8803
Fax:
Email: moka@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Remote Support Concurrent User Cloud BeyondTrust Software - Part#: RSU-CLOUD Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: SW1041 Coverage Term: 9/1/2022 – 6/30/2023 Note: Freight Included	3	\$1,211.52	\$3,634.56
Total			\$3,634.56

Additional Comments

With this purchase, Oklahoma County Sheriff's Office is migrating 3 Remote Support Concurrent User Licenses on-premise and 1 EOL

BeyondTrust Appliance B Series-200 physical appliance to 3 Remote Support Concurrent User Cloud Licenses.

Please Note: BeyondTrust has a zero returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Bill To
OK COUNTY SHERIFF'S OFFICE
2101 NE 36th Street

OKLAHOMA CITY, OK
73111

Requisition 12302040-00 FY 2023

Acct No:
1161-20-512-000-000-000-54113 -
Review:
Buyer: 6065sorebsit
Status: Released

Page 1

Vendor
SOFTWARE HOUSE INTERNATIONAL INC (SHI)
PO BOX 952121

DALLAS, TX 75395-2121

Tel#888-764-8888
Fax 888-764-8889

Ship To
OK COUNTY SHERIFF'S OFFICE
2101 NE 36th Street

OKLAHOMA CITY, OK 73111

Deliver To
OK COUNTY SHERIFF'S OFFICE
2101 NE 36th Street

OKLAHOMA CITY, OK 73111

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/22	1000596	09/01/22			Sheriff - Drug Enforcement
LN	Description / Account	Qty	Unit Price	Net Price	
001	NASPO/SW1041-Blnkt- FY23 maint for remote support concurrent user cloud BeyondTrust w/ 3 licenses	3634.56 EACH	1.00000	3634.56	
1	1161-20-512-000-000-000-54113 -			3634.56	
Ship To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111 Deliver To OK COUNTY SHERIFF'S OFFICE 2101 NE 36th Street OKLAHOMA CITY, OK 73111					

[Requisition Link](#)

Requisition Total 3634.56

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1161-20-512-000-000-000-54113 -	3634.56	94055.95
Sheriff - Drug Enforcement	Software Annual License Renew	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Queued	09/08/22	Angela Riley	
Queued	09/08/22	Rebecca Sitler	
Pending		Deborah McDonald	

Bill To
OK COUNTY SHERIFF'S OFFICE
2101 NE 36th Street

OKLAHOMA CITY, OK
73111

Requisition 12302040-00 FY 2023

Acct No:
1161-20-512-000-000-54113 -
Review:
Buyer: 6065sorebsit
Status: Released

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Vendor SOFTWARE HOUSE INTERNATIONAL INC (SHI) PO BOX 952121
Ship To OK COUNTY SHERIFF'S OFFICE
2101 NE 36th Street

DALLAS, TX 75395-2121

OKLAHOMA CITY, OK 73111

Tel#888-764-8888
Fax 888-764-8889

Deliver To
OK COUNTY SHERIFF'S OFFICE
2101 NE 36th Street

OKLAHOMA CITY, OK 73111

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/08/22	000596	09/01/22			Sheriff - Drug Enforcement

LN	Description / Account	Qty	Unit Price	Net Price
Pending	Maaike Potter			
Pending	Maria Pinley			
Pending	Sheena McGrady			
Pending	Danny Lambert			
Pending	Charlotte Swindle			
Pending	Chantel Boso			
Pending	Shanika Babcock			
Pending	Ashley McMichael			
Pending	Lauren Adkison			
Pending	Long Tran			