

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA STATEMENT

No 10 b

MEETING OF February 9, 2022

Reviewed By

Item Title

NEW BUSINESS

Motion to approve a purchased services agreement with Trebron Security LLC for Sophos anti-virus subscription & Cybersecurity services

Superintendent
 Finance
 IT

SUBMITTED BY Katie Parrott, Business Manager

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Katie Parrott 907-247-2116
Name Phone

SUMMARY STATEMENT:

The School Board is being asked to approve a purchased services agreement with Trebron Security LLC for the renewal of the District's Sophos anti-virus subscription and the addition of cybersecurity services.

ISSUE:

Board Policy governs the district's purchasing and contracting procedures. Board Policy requires Board approval for expenditures and financial obligations over \$25,000.

BACKGROUND:

The District has a Sophos anti-virus subscription that must be renewed every few years, which protects District assets and devices. Additional cybersecurity services have been recommended given the increase in cybersecurity threats experienced by governmental entities, including ransomware. Trebron has an existing contract (NASPO contract NCP 01-97SYNNEX) that complies with the District's procurement policy.

RECOMMENDATION:

Approve a purchased services agreement with Trebron Security LLC for Sophos anti-virus subscription and cybersecurity services

FISCAL NOTE:

EXPENDITURE	AMOUNT
REQUIRED <u>\$150,027.50</u>	BUDGETED* <u>\$150,027.50</u>

*Paying as a lump sum in FY22 will save the District approximately \$7,900. Eligible purchases in FY22 in the technology budget will be allocated to the Emergency Connectivity Fund, which will allow the expense to be covered. Should the budgeted amounts fall short, the Business Manager will present a corresponding budget revision to the Board.

ATTACHMENTS:

- Trebron Security Sophos Quote & Purchase Agreement
-

RECOMMENDED ACTION:

"I move that the Board of Education approve a purchased services agreement with Trebron Security LLC for Sophos Anti-virus subscription and cybersecurity services in the amount of \$150,027.50."

January 21, 2022

Billed to:

Trebron Security, LLC
P.O. Box 68
Strasburg, PA 17579
Attn: Doug Peterson: 800-461-5538
dpeterson@trebron.com

Ketchikan Gateway Borough School District
333 Schoenbar Road
Ketchikan, AK 99901-6278
Attn: Thane Peterson 907-225-0744
thanepeterson@kgsbsd.org

Quote Number	Quote Valid Until	Payment Terms
01212022-DAP-A	2-28-2022	Special Trebron Payment Plan / Net 30

Sophos Renewal - Intercept X Advanced with XDR and MTR Standard

Qty (Users)	Included Components	Term (Months)	List Price (\$USD)	Your Price (\$USD)
500	Sophos Central Intercept X Advanced with XDR and MTR Standard – Renewal – Edu.	60	\$154,980.00	\$ 96,087.50
100	Sophos Central Intercept X Advanced for Server with XDR and MTR Standard – Renewal – Edu.	60	\$ 44,278.00	\$ 24,052.00
1	Sophos UTM SW Network Protection – Unlimited Users – Renewal	60	\$ 25,930.00	\$ 17,130.00
1	Sophos UTM SW Premium Support – Unlimited Users – Renewal	60	\$ 14,041.00	\$ 11,758.00
2	Sophos Certified Self-Study eLearning Training, Endpoint, InterceptX and Server		\$ 1,500.00	No Charge
2	Professional Services, Configuration Assistance		\$ 1,998.00	No Charge
Total (Excluding tax as applicable):			\$242,727.00	\$150,027.50

Special Trebron Payment Plan

<input type="checkbox"/> Payment 1 Due March 1, 2022	\$ 52,642.00
<input type="checkbox"/> Payment 2 Due March 1, 2022	\$ 52,642.00
<input type="checkbox"/> Payment 3 Due March 1, 2023	\$ 52,642.00
<input type="checkbox"/> Year 4	no payment
<input type="checkbox"/> Year 5	<u>no payment</u>
Total for payment plan:	\$157,926.00

With payment plan, this option amortizes out to \$31,585.20 per year.

Notes:

- Licenses - granted pursuant to the terms of the Sophos End User License Agreement (EULA)
- NASPO contract NCP 01-97SYNNEX

Order Confirmation: Please sign and fax to **(206-527-4288)** or email to your **Trebron Account Executive**.

I understand that by signing this Purchase Order/Quote confirmation I agree to the following:

- I am authorized by the "billed to" party to purchase the item listed above.
- All information is accurate with regard to price, description, quantity and billing address.
- The "billed to" party agrees to pay the invoice in accordance with terms of Net 30.
- Late Charges will be billed after 30 days at 18% rate of interest including, but not limited to legal fees to collect.
- Product licenses provide rights to utilize the aforementioned software to a maximum of the quoted quantity.
- This quote shall in no way be construed as creating an obligation on the part of Sophos, but rather indicates a right and intent to enter into an agreement with the "billed to" party described above.
- **To take advantage of the Trebron Payment Plan a "Trebron Purchase Agreement" will also need to be signed.**

Tax Exempt? Yes No (if yes, please supply tax exempt number or documentation showing tax exempt status)

Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Purchase Order #: _____ Ship to address same as Billed to? Yes No

Date: January 21, 2022

Buyer: Ketchikan Gateway Borough School District

Trebron Account Executive: Doug Peterson
Trebron Security, LLC

P.O. Box 68
 Strasburg, PA 17579
 417-473-9199 Office
 800-461-5538 Toll Free
dpeterson@trebron.com

Mailing Address: 333 Schoenbar Road
 Ketchikan, AK 99901-6278

Purchase Agreement

The Parties hereto, "Buyer," Ketchikan Gateway Borough School District and "Seller," Trebron Security, LLC hereby agree as follows:

- Description:** Buyer agrees to purchase from Seller, "Product" as listed in the table below for \$157,926.00 (One Hundred Fifty-Seven Thousand Nine Hundred Twenty-Six United States Dollars and 00/100), plus applicable shipping costs and sales tax, unless Buyer is exempt from the payment of such tax and provides Seller with evidence of such exemption.

Qty (Users)	Included Components	Term (Months)
500	Sophos Central Intercept X Advanced with XDR and MTR Standard – Renewal – Edu.	60
100	Sophos Central Intercept X Advanced for Server with XDR and MTR Standard – Renewal – Edu.	60
1	Sophos UTM SW Network Protection – Unlimited Users – Renewal	60
1	Sophos UTM SW Premium Support – Unlimited Users – Renewal	60
2	Sophos Certified Self-Study eLearning Training, Endpoint, InterceptX and Server	
2	Professional Services, Configuration Assistance	

- Payment:** To be made to Seller in three annual installments of \$52,642.00 each. The first payment is due on or before March 1, 2022. The second payment is due on or before March 1, 2023. The third and final payment is due on or before March 1, 2024. Payment Terms are net thirty (30) days from date of invoice. All payments shall be by check made payable to Trebron Security, LLC at the address listed above.
- Term:** Buyer's license for the product expires approximately March 29, 2027 (5 years).
- Representations:** Buyer understands that Seller is a reseller of hardware and software products. Buyer acknowledges that it has not relied on any representations by Seller and has independently investigated the products and determined the suitability of the products for Buyer's intended purposes.
- Warranty:** Seller shall pass through to Buyer any original manufacturers' warranties for Product acquired by Seller for Buyer, including Licensor's warranties for Product. Except for the foregoing, Seller shall deliver the Product "as is" and Seller makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- Limitation of Liability:** Under no circumstances will Seller be liable for any incidental, indirect, special or consequential damages from Buyer or any third party, including damages for lost revenue, profits, data or use, even if Seller has been advised of the possibility of such damages. In no event shall Seller's entire liability under this agreement exceed the price of the products under this Agreement.
- Indemnification:** Buyer shall defend, indemnify and hold harmless Seller, its owner, its employees and its agents from and against all damages, claims and liabilities of every nature whatsoever, including but not limited to reasonable legal expenses, arising in connection with or out of the improper or unauthorized operation, use, or repair of the products furnished to Buyer.
- Late Fees:** Late payments shall accrue interest beginning from the payment due date at a rate of eighteen percent (18%) per annum or the maximum allowable legal rate whichever is lower. In the event that any payment or amount owed is more than ninety (90) days past due, Seller may declare the entire amount due and owing in addition to accrued fees and costs. Buyer's failure to pay under this agreement may result in termination of Buyer's software license.
- Cancellation:** Once Seller has accepted Buyer's order, Buyer cannot cancel the agreement, in whole or in part, without Seller's express written consent. Such cancellation is conditioned upon Buyer's reimbursement to Seller for

all costs incurred by Seller in connection with the order up to the time of cancellation—including, but not limited to Seller’s cost for cancellation.

10. **Attorney’s Fees:** In the event any cost or expense, including reasonable attorney’s fees (“Costs”) are incurred in the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement for all such Costs in addition to damages.
11. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any and all actions shall be in the state or federal courts of Lancaster County, Pennsylvania.
12. **Software:** Buyer will negotiate all software license provisions of Product directly with the Licensor.
13. **Miscellaneous:** This Agreement must be executed on or before February 28, 2022 or it becomes void.
14. **Waiver:** The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach and shall be effective only if presented in writing.
15. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect.
16. **Entire Agreement/Execution in Counterparts:** This Agreement constitutes the entire Agreement of the parties and may not be amended or superseded except in writing with execution by both parties. This Agreement may be executed in multiple counterparts, any of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Facsimile or otherwise electronically submitted signatures (including email) shall be deemed to have the full force and effect of original ink signatures and shall be equally binding as though delivered directly by hand from one party to another.

Ketchikan Gateway Borough School District

IT Director Signature

Business Office Signature - Required

Printed Name

Printed Name

Title

Title

Date

Date

Must be signed by an authorized representative of Buyer

Trebron Security, LLC

Billing Information

Do you accept invoices via Email? Y N

Signature

Accounts Payable Contact

Norbert van Dam

Printed Name

Email Address

President

Title

Phone

Date

