



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

July 22, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW/aef*

SUBJECT: Phantom Technologies, iboss Network Security
Contract #2014001911

Office for Technology and Information Service is requesting to enter into a three year subscription for iboss Network Security. Contract term will be from July 6, 2014 through July 6, 2017, with annual payments of \$37,500, using general funds. Please reference the attached memo from Chris Jackson, Supervisor for Information Services, for further information.

Should you have any questions regarding this matter, please contact Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: July 15, 2014 10:53:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

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7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

John W. Simon, Jr., Director
Office for Technology and Information Services
813/794-2416 352/524-2416
727/774-2416 Fax: 813/794-2172

Date: July 7, 2014

To: Nicole Westmoreland, MBA, Purchasing Agent

From: Chris Jackson, Supervisor of Information Services *CJS*
John Simon, Director of Information Services *JS*

Subject: iBoss Web Filter

The Office for Technology and Information Services department currently uses iBoss to provide CIPA compliant filtering of the web for all students and staff who use the District School Board of Pasco County network. iBoss recently offered the district a significantly discounted rate if we renewed for three years, with each year being billed annually. The total cost to the District is \$112,500.00, for which the Office for Technology and Information Services will be billed \$37,500.00 annually for the next three years. Funding will be provided using 1100.9420.00.01000.536000.8200.0000. There is not an adverse risk to the District since we are not planning to terminate early.

If you have any further questions, please call me at X42926.

W.Q. # 12-551-MW

Contact # 201400911



iboss, Inc
9950 Summers Ridge Rd.
Building 160
San Diego, California 92121,
U.S.A
Phone: 877.426.7701

QUOTATION

Quote# Qt32113

Bill To:
District School Board of Pasco County

Ship To:

Quote Date	Salesperson
06 Jun 2014	Chris Mitzlaff

Item	Description	Qty	Price	Discount(%)	Amount
IWF-14600-3S	IWF-14600-3 S- Three year subscription for 14600 Appliance. Per Seat	1.00	112,500.00	0.00	112,500.00

1 yr iboss renewal from 7/6/2014 to 7/6/2017
Payment Schedule - PO must be for \$112,500
Payment 1 - Due 8/6/2014 = \$37,500
Payment 2 - Due 8/6/2015 = \$37,500
Payment 3 - Due 8/6/2016 = \$37,500

Sub Total: 112,500.00

Total: \$112,500.00

Terms & Conditions

This quotation contains proprietary information and is confidential, intended for use by your company only, and only for the user identified above. This quote is valid for 45 days from date listed.

PRODUCT DEMOS OFFER A 30 DAY TRIAL. AFTER 30 DAYS, AN INVOICE WILL BE ISSUED UNLESS EXTENSION REQUESTED AND APPROVED. PRODUCTS RETAINED BEYOND 30 DAYS WILL BECOME NON-RETURNABLE AND DUE UNLESS EXTENSION APPROVED IN WRITING. ALL RETURNS MUST BE ACCOMPANIED BY AN ISSUED RMA NUMBER. PHANTOM TECHNOLOGIES, INC IS RESPONSIBLE FOR OUTBOUND SHIPPING COST FOR EVALUATIONS. CUSTOMER IS RESPONSIBLE FOR ALL RETURN SHIPMENT COST ON EVALUATIONS. CUSTOMER IS RESPONSIBLE FOR INSURING ALL RETURNS AS WELL AS ANY TAXES OR CUSTOMS DUTIES. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED UNLESS OTHERWISE SPECIFIED - GENERALLY ALL HARDWARE PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR. BY REQUESTING AN EVALUATION, CUSTOMER ACCEPTS THESE TERMS AS WELL AS THOSE LISTED AT WWW.PHANTOMTECHNOLOGIES.COM/termsOfUse.html. By signing below, I confirm I

CONFIRMED, REVIEWED AND APPROVED:
nw 6.17.14



DISTRICT SCHOOL BOARD OF PASCO COUNTY
STANDARD CONTRACT FORM
PROFESSIONAL AND TECHNICAL SERVICES

NE <input checked="" type="checkbox"/>	W-9 <input checked="" type="checkbox"/>	CB <input checked="" type="checkbox"/>	Ins <input checked="" type="checkbox"/>
EPLS <input checked="" type="checkbox"/>	FL DB <input checked="" type="checkbox"/>	SunBiz <input checked="" type="checkbox"/>	(Purchasing Use Only)

Requisition # _____
Contract # 2014001911

THIS AGREEMENT, entered into as of the 17 day of June, 2014 by and between the District School Board of Pasco County, Florida, hereinafter referred to as the Board and iboss, Inc. (individual/company name) of 9950 Summers Ridge Rd., Building 160 (address), San Diego (city), State of California, hereinafter referred to as the Consultant.

WITNESSETH THAT:

The Board and the Consultant do mutually agree as follows:

1. This contract is for professional, technical, or personnel services. The Consultant is and shall remain an independent consultant and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
2. The Consultant shall, in a satisfactory, competent, and professional manner, as determined by the Board, perform the following:

IWF=146600-3 S - Three year subscription for 14600 Appliance, Per Seat.

The Board shall furnish services, data, and information, etc., to the Consultant as follows:

N/A

3. The Consultant shall commence performance of this contract on the 6 day of July 2014 and shall complete performance to the satisfaction of the Board no later than the 6 day of July, 2017.

4. The Board shall pay compensation and expenses to the Consultant as indicated. The honorarium for personal services shall be the standard ordinary and normal charges for the Consultant based upon their qualifications and the nature of services provided. If the Consultant is to be reimbursed for travel expenses, the expenses charged for travel shall not exceed those allowable under the customary practices and policies by the Board.

Payments will be as follows:

1st Payment Due August 6, 2014 in the amount of \$37,500

2nd Payment Due August 6, 2015 in the amount of \$37,500

3rd Payment Due August 6, 2016 in the amount of \$37,500

Total three year subscription amount: \$112,500.00

CONTRACT REVIEWED AND
APPROVED:

NW E. 26.14

(Purchasing Use Only)

The Board shall remit payment of the compensation in Section 4 as follows:

1st Payment Due August 6, 2014 in the amount of \$37,500

2nd Payment Due August 6, 2015 in the amount of \$37,500

3rd Payment Due August 6, 2016 in the amount of \$37,500

5. It is agreed that this is a "flat fee" contract. At no time will the amount paid to the Consultant exceed the amount in Section 4 without a written amendment endorsed by both the Board and the Consultant.
6. The Consultant shall maintain such records and accounts as will assure a proper accounting of compensation and reimbursement of expenses. These records will be retained for a period of three years and shall be made available upon request by the Board for audit purposes.
7. The Consultant shall make financial, program, progress, evaluation, and any other reports as may be requested from time to time by the Board.
8. The Consultant shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this contract.
9. The Consultant shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. The Consultant shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this contract. Also, all the funds, services, materials, property, etc. inclusive in this contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
10. The Consultant may publish and copyright the results of this contract without prior review by the Board, providing that
 - a. Such publications acknowledge that the performance of this contract was supported by the Board.
 - b. The Board reserves a royalty fee, nonexclusive or irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all the materials.
 - c. Consultant shall furnish twenty (20) copies of each publication to the Board and additional copies are available free upon request.
 - d. Such actions are in compliance with Chapter 286, Florida Statutes.
11. Any discovery or invention arising from, or developed as a result of this contract shall be promptly reported to the Board to determine whether patent protection shall be sought to protect the public interest. Neither the Consultant nor any individual employee under this contract shall have proprietary interest in any such discovery.
12. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events.
13. Consultant iboss, Inc., its individual members, officers, personnel, employees, agents, contractors, and assigns (hereinafter Consultant) hereby agrees to protect, defend, indemnify, release, and hold the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) harmless from and against any and all claims or law suits for damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

CONTRACT REVIEWED AND
APPROVED.

NW 6-26-14
(Purchasing Use Only)

This form is a release, waiver, indemnification agreement, and hold harmless agreement, which acts to protect and release the School Board from any and all damages or injuries which may result from your participation in the aforementioned event.

Consultant agrees to release the School Board and hold the School Board harmless for any injuries or damages suffered by Consultant arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party.

Consultant agrees to protect, defend, indemnify, pay, and reimburse School Board for any and all claims paid, damages paid, judgments, attorney fees, costs, payments, and medical bills incurred by the School Board resulting from claims or lawsuits arising out of Consultant's participation in the aforementioned event, and which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

Consultant agrees that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. Consultant specifically acknowledges that its individual duty to indemnify the School Board for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.

14. The Board may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensations which are mutually agreed upon by and between the Board and the Consultant, must be incorporated in written amendment to this contract.
15. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida.
16. This contract and/or any and all parts thereof can be terminated without cause upon 30 days written notice by either party. Upon termination, the Consultant shall receive compensation and expenses to the date of termination, provided Consultant has fully performed as stated herein up to the termination and has not breached the terms and provisions of this contract.
17. The Consultant agrees that all papers, documents, evaluations, product, etc. are the property of the Board.

18. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS

- a. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by the Office for Human Resources and Educator Quality. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the District's Human Resource Department prior to commencement of services or work.
- b. The Company/Consultant shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company/Consultant.

19. INSURANCE

The Vendor/Proposer shall purchase and maintain insurance for protection from claims under worker's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Vendor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Vendor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide.

Delete
N/A

N/A

CONTRACT REVIEWED AND
APPROVED:
NW 6-26-14
(Purchasing Use Only)

Limits of coverage shall be:

N/A

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. General Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$200,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage	\$100,000.00

The Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Vendor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

20. CONFIDENTIAL INFORMATION

Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this agreement ("confidential information"): confidential information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's confidential information and will take reasonable precautions to protect the confidentiality of such confidential information.

"Owner" refers to the party disclosing proprietary information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any proprietary information hereunder. Recipient hereby acknowledges and agrees that the proprietary information shall remain the sole and exclusive property of Owner. The disclosure of the proprietary information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the proprietary information, except as provided under this agreement. Recipient shall protect the proprietary information of Owner the same degree of protection and care Recipient uses to protect its own proprietary information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's confidential information.

Exceptions: Information will not be deemed confidential information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this agreement by the receiving party; or (iv) is independently developed by the receiving party.

CONTRACT REVIEWED AND APPROVED:
 NW 6.26.14
 (Purchasing Use Only)

21. Other provisions: _____

IN WITNESS WHEREOF, the Board and the Consultant have executed this agreement as of this date.

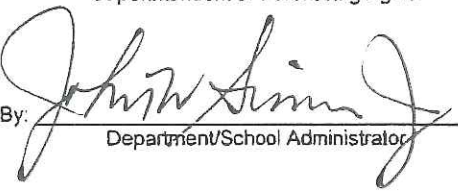
ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

PROFESSIONAL CONSULTANT

By:  By: 
Superintendent or Purchasing Agent Consultant

Digitally signed by Eddie Kim
DN: cn=Eddie Kim, o=Phantom Technologies, Inc.,
c=United States, email=eddie.kim@iboss.com.cnUS
Date: 2014.06.17 11:38:00 -0700

By:  Social Security #: _____
Department/School Administrator
(or) E.I.N. 80-0700728

By: _____
Board Chair (If Over \$50,000)

Mailing Address:
iboss, inc.

Recorded in Board Minutes:

Date

9950 Summers Ridge Rd. Ste. 160
San Diego, CA 92121