



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 05/20/2024

Contract/Agreement Vendor: Arete Advisors & Paul Elias

Name of Vendor & Contact Person

Vendor Email Address

Technology

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

District

Reason/Audience to benefit

06/03/2024

BOE Date

\$ 271,733.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Ali Shehada

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project

163-2230-734-000-0000-799

OCAS Coding

☐ Consent

☒ Action

Accept and Approve the NEW agreement between Broken Arrow Public Schools and Arete Advisors, LLC. for SentinelOne EDR. This is for a term of three (3) years, with coverage dates of 07/01/2024-06/30/2027. The District will be reimbursed 100% of the contract amount from the grant awarded to BAPS by the State and Local Cybersecurity Grant Program. After reimbursement, there is no cost to the District. / A.Shehada

Summary

This area must be completed with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 6:00am. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The Item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

QUOTE

Customer:	Broken Arrow Public Schools	Prepared for:	Ahmed Mohamed
	701 South Main Street, Broken Arrow, OK 74012	Phone:	918-259-7452
		Email:	amohamed@baschools.org
Date:	June 01,2024	Prepared by:	Paul Elias
Quote Expires:	Sept 30,2024	Phone:	(561) 414-7687
Quote ID	20240503 - 0424	Email:	pelias@areteir.com

Code	Description	Sub Mon	Qty (Seats)	Unit Price	Disc	Unit Net Price	Extended Net Price
S1-CMP-EN-T5-S	Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Standard Support Plan	36	3,000	\$ 174.18	69.51 %	\$ 53.11	\$ 159,318.90
PF-PLT-FF-T1-S	Singularity XDR Platform. Access to the Singularity XDR Platform, includes initial XDR Ingest	36	1	\$ 4,800.00	100.00 %	\$ 0.00	\$ 0.00
SS-VRP-ND-T5-S	Vigilance Respond Pro (Per Endpoint). Vigilance Respond Pro: 24x7 MDR, and incident response	36	3,000	\$ 90.33	61.26 %	\$ 34.99	\$ 104,984.10
PS-GO-ND-T5-S	Guided Onboarding (Per Endpoint). 90 Days, Remote Deployment Assistance, Initial Threat Triaging, Ongoing Configuration Review and Health Checks, Designated Customer Success Manager	36	3,000	\$ 23.91	89.59 %	\$ 2.49	\$ 7,470.00

Instructions:

Sign this Quote (or create a Purchase Order referencing the above Quote ID) and email it to sales@areteir.com

Grand Total: \$ 271,773.00
Payment Terms: Net 30
Billing Frequency: Prepaid in Full
TERMS AND CONDITIONS

This Quote and these associated terms and conditions constitute a binding agreement ("Agreement") between the Customer identified herein ("Customer") and Arete Advisors, LLC ("Arete"), which shall become effective upon the receipt of a purchase order ("Purchase Order" or "PO") from Customer. In the event of a conflict between the provisions of this Agreement and any provisions contained in any Purchase Order, the provisions of these terms and conditions shall govern. This Agreement supersedes any previous or contemporaneous communications, statements, or understandings between the parties and can be amended or modified only by means of a written document that expressly purports to amend this Agreement. The terms and conditions on any separate order form or similar document Customer may submit to Arete are rejected by Arete and will have no legal effect.

1. Acceptance. All POs are subject to acceptance by Arete, and Arete reserves the right to reject a PO in its sole discretion. A PO shall be deemed to be accepted by Arete, however, unless Arete notifies Customer of Arete's rejection within five (5) business days of Arete's receipt of the PO.

2. Payment Terms. Arete will issue an invoice against a PO after shipment. All amounts invoiced shall be due and payable net thirty (30) days from the date of invoice. All payments shall be made to Arete in US dollars via wire transfer or in such other manner as Arete shall reasonably designate. Based on its assessment of Customer's financial situation and/or payment history, Arete may refuse to extend credit terms to



4800 T-Rex Avenue, Suite 350
Boca Raton, FL 33431

Customer, in which case Arete may reject a PO or require advance payment or other indication of security as a condition of acceptance and order fulfillment. In the event any payment to be made hereunder is overdue, such payment shall accrue interest at the rate of one and one-

half percent (1.5%) per month or, if it is lower than this, the maximum percentage permitted by law, and in addition, if Arete incurs any legal or collection fees cost in connection with enforcing payment obligations hereunder, Customer shall reimburse Arete for all such costs reasonably incurred.

3. Taxes. Prices stated on a PO do not include any taxes or other governmental charges, including, without limitation, import or export duties, value-added, sales, use or privileges taxes, or excise or similar taxes levied by any government, now or hereafter enacted. Depending on your tax jurisdiction, taxes may be added (at the applicable rate) when your order is invoiced.

4. Compliance with Laws; Export. Customer shall comply with all laws (including but not limited to those relating to payments to officials and to the control of imports and exports) that may be applicable to Customer's import, use, transfer, resale, export or re-export of the Service and shall obtain all licenses, approvals and permits required under applicable laws to import, export, or use the Service and make the payment of fees under the PO. Without limiting the generality of the foregoing, Customer hereby acknowledges that the Service is subject to export controls under the laws and regulations of the United States.

5. General. Any waiver, amendment or modification of any right, remedy or other term set forth in these terms and conditions will not be effective unless in writing and signed by an authorized person of the party against whom enforcement is sought. Any modifications of these terms and conditions must make specific reference to the provision(s) hereof to be so modified and must be in writing and signed by both parties. The validity, interpretation, and performance of a PO and these terms and conditions shall be controlled by and construed under the law of Florida. Exclusive jurisdiction of all disputes arising out of or in connection with these terms and conditions and/or a PO or the performance or breach of either shall reside in the appropriate court in Palm Beach County, Florida, USA. Each PO together with these terms and conditions constitutes the entire agreement between the parties as to the subject matter hereof and supersedes any and all written or oral agreements previously existing between the parties with respect to such subject matter. Nothing herein is intended, however, to limit the effectiveness of any End User License Agreement (EULA) or Terms of Service.

Signature: _____

Date _____

Name and Title: _____

ROHIT RAI
DIRECTOR



TIM TIPTON
DPS COMMISSIONER
HOMELAND SECURITY ADVISOR

STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

Date

Ashley Bowser, Chief Technology Officer
Broken Arrow Public Schools
210 N Main St
Broken Arrow, OK 74012

RE: Grant #1599.301 (2023) Approval

Dear Ms. Bowser:

Based on your Budget Detail Worksheet (BDW) submitted to the Office of Homeland Security (OHS), we have confirmed the US Department of Homeland Security (DHS) provided purchase approval for the requested items listed on the enclosed Schedule C.

The total amount OHS can reimburse is limited to the amount of the grant less any prior reimbursements made to your agency. If the total amount of approvals to date is less than the total amount of your award, please provide a supplemental BDW with a list of additional items so we can provide the required written pre-approval for the additional items. Purchases of additional items not listed on Schedule C or previously approved by OHS will require both an additional OHS pre-approval letter and a Reimbursement Request Form.

Upon receipt of the approved items, please forward signed copies of the invoices verifying receipt of the items and your commitment to pay the vendor in accordance with the terms of the invoice. Additionally, please complete and provide our office with a Reimbursement Request Form signed by an authorized individual. Sub-Recipient Forms are available in the Grants section at www.homelandsecurity.ok.gov.

We appreciate your efforts to spend OHS and DHS funds prudently. Should you have any questions, please do not hesitate to call Ms. Hannah Kopisch (405-291-0573) or Ms. Melanie Lewis (405-397-9893).

Sincerely,

Rohit Rai
Director

Enclosure:
2023 SLCGP Grant Master – Schedule C
CC: Ali Shehada

Region	Award ID#	Region	Subgrantee	Agency	Obj	Pjt #	Project Description	Program	State / Local / Rural	AEL Description	AFLE#	Category	Vendor Name	ITEM1 (Approval Requested)	Est. Unit Cost	Qty	Total	May 2024 Approvals	Original Award Amount	Adjustments - Reallocations	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
	158B.301	2	Broken Arrow Public Schools	BAPS	2	1	Multifactor, Email Filtering, and Endpoint Protection	SLCGP	local	01AU-00-BIOM				Cisco Duo 2FA (36 months per unit)	\$ 81,000.00	1.00	\$ 81,000.00	\$81,000.00		\$ 607,980.00	\$ 607,980.00	\$ 607,980.00	\$	\$ 607,980.00
	158B.301	2	Broken Arrow Public Schools	BAPS	2	1	Multifactor, Email Filtering, and Endpoint Protection	SLCGP	local	01EN-00-ECUP				Darktrace Email Filtering 36 Mo	\$ 255,216.00	1.00	\$ 255,216.00	\$ 255,216.00						
	158B.301	2	Broken Arrow Public Schools	BAPS	2	1	Multifactor, Email Filtering, and Endpoint Protection	SLCGP	local	01HS-00-MALN				SentinelOne EDR 36 Mo	\$ 271,773.00	1.00	\$ 271,773.00	\$ 271,773.00						