

RESOLUTION NO. 2009-147

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE WAIVING OF BIDDING REQUIREMENTS FOR AND THE EXECUTION OF A THREE-YEAR ANTI-VIRUS SOFTWARE CONTRACT BETWEEN THE CURRENT SOPHOS VENDOR, TREBRON COMPANY, INC, AND RACINE COUNTY

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that bidding requirements shall be waived and a three (3)-year extension to the current contract with Trebron Company, Inc. that will purchase a 48 month license for Sophos Endpoint and Email Security and Control software is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that said contract that is attached hereto as "Exhibit A" and incorporated herein shall provide that Trebron Company, Inc. shall provide services as set out in the contract.

BE IT FURTHER RESOLVED that the Racine County Board of Supervisors authorize changes to other terms and conditions of the contract as the Corporation Counsel and the Information Systems Director deem necessary and appropriate.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Karen A. Nelson, Chairman

Adopted _____

For _____

Against _____

Absent _____

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: 2/3 M.E.

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Russell A. Clark

Q. A. Shakoor, II

Van H. Wanggaard

Pamela Zenner-Richards

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6 **The foregoing legislation adopted by the County Board of Supervisors of
7 Racine County, Wisconsin, is hereby:**

8 **Approved:** _____
9 **Vetoed:** _____

10
11 **Date:** _____,

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14 _____
15 **William L. McReynolds, County Executive**

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17
18 **INFORMATION ONLY**

19
20 **WHEREAS**, using a comparative pricing analysis, Trebron Company, Inc. was
21 previously selected to provide Sophos Endpoint and Email Security and Control software; and

22
23 **WHEREAS**, Trebron Company, Inc. has rendered professional, competent products and
24 services and is now offering a three-year contract extension (with a 1 Year BONUS) that affords
25 Racine County significant savings over the life of the contract. With this extension, we will be
26 getting 48 months of anti-virus software (SOPHOS) at rate 40% less than currently paying; and

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28 **WHEREAS**, the additional year discount is available to the County provided that the
29 contract is fully executed prior to the end of March 2010; and

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31 **WHEREAS**, the discount will provide needed savings within the Information Systems
32 Department budget and at the same time reduce tax levy dollars spent to maintain this
33 important package of software products.
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35

**SOPHOS**

www.trebron.com Gold Partner

Date: March 12, 2010**Purchaser:** Racine County Wisconsin**Trebron Account Executive:**
Trebron Company, Inc.Doug Peterson
5506 35th Ave. N.E.
Seattle, WA. 98105
206-527-3477 Corporate
417-473-9199 Direct
dpeterson@trebron.com**Mailing Address:** 730 Wisconsin Ave.
Racine, WI. 53403**Telephone:**
Telephone
Email

Purchase Agreement – 48 Months

The Parties hereto, Purchaser, Racine County Wisconsin ("Racine") and Seller, Trebron Company, Inc. ("Trebron") hereby agree as follows:

1. Racine agrees to purchase from Trebron, Sophos Endpoint and Email Security and Control ("Product") for US \$18,647.67 (Eighteen Thousand Six Hundred Forty Seven United States Dollars and 67/100), plus applicable sales tax, if any is due.
2. Trebron will sell to Racine a quantity of the Product sufficient for 800 users. The Sophos license as set forth in the End User License Agreement limits Racine's use of the Product to the quantity stated therein.
3. The license to use the product expires on approx. 6-29-2014.
4. Payment is to be made to Trebron in three annual installments of \$6,215.89 each. The first payment is due on or before July 1, 2010. The second payment is due on or before July 1, 2011. The third and final payment is due on or before July 1, 2012.
5. Racine's Purchase Order shall not alter the material terms of this Purchase Agreement. Racine's use of a Purchase Order is for its internal use only and by this reference the Purchase Order is not a part of this Purchase Agreement.
6. Racine understands that this Purchase Agreement may not be cancelled for any reason. By the signature of the authorized representative below Racine contracts to purchase the Product and to make payment in full, regardless of changes in circumstance or the performance, fitness or suitability of the Product for its intended use by Racine.
7. Racine will use the Product for a business purpose.
8. Trebron is a reseller only of the Product. Racine has independently investigated the Product and determined the suitability of the Product for Racine's particular purposes. Trebron has made no representations or affirmations to Racine about the Product and played no part in Racine's selection of the Product.
9. Trebron makes no warranties, express or implied, on the Product.
10. Racine is limited to the warranties of Sophos for the Product. If Racine is dissatisfied with the Product for any reason, Racine's sole recourse is with the Product manufacturer, Sophos.
11. Sophos has provided to Racine a copy of the Sophos End User License Agreement ("EULA"), and Racine acknowledges prior receipt of the EULA and that it has had an opportunity to read the EULA and obtain independent legal advice regarding the meaning and effect of the EULA before entering into this Purchase Agreement.
12. Each installment payment is net 20.
13. Late installment payments shall accrue interest from the payment date of 18% (eighteen percent) per annum, or interest per annum at the maximum rate allowed by law, until paid. Trebron's acceptance of a late or partial installment payment or forbearance by Trebron in demanding or collecting any late fee shall not constitute a waiver of its rights under this Purchase Agreement. In the event that any payment or amount owed is 90 days past due in addition to any late charges or legal fees to collect these monies all future payments which are still owed on this Purchase Agreement become payable and due in full as well as the license to use the software may be turned off and still require that all payments be paid.

Seattle, WA (Corporate)
Spokane, WA
Springfield, MO5506 35th Ave NE, Seattle, WA 98105Office (206) 527-3477 | Fax (206) 527-4288
Office (509) 926-6529 | Fax (206) 527-4288
Office (417) 473-9199 | Fax (206) 527-4288

14. In the event legal action is commenced to enforce this Purchase Agreement the prevailing party shall be entitled, in addition to damages, the statutory costs of bringing such action, including a reasonable attorney fee.
15. This Purchase Agreement may be executed by fax and in counterparts, and a fax is as binding as an original. As soon as is practicable after sending a fax the faxing party shall deliver by first class U.S. mail the Original document to the other party.
16. Trebron's fax number is 206-527-4288. Trebron's mailing address is 5506 35th Ave. N.E. Seattle WA. 98105
17. Trebron shall deliver the Product to Racine at the address above, unless another delivery address is indicated to Trebron in writing. Racine shall select the manner of shipment of the Product and pay shipping costs.
18. Racine's installment payments to Trebron shall be made by check, Payable to "Trebron Company Inc." at 5506 35th Ave. N.E. Seattle WA. 98105.
19. The Purchase Agreement must be executed on or before 3-30-10 or it becomes void.
20. In the event one or more sections of this Purchase Agreement is or becomes invalid, the remaining portions of the Purchase Agreement shall remain valid and enforceable as far as possible.
21. The rights, obligations, duties and benefits of this Purchase Agreement may not be transferred or assigned to a third party without written permission.
22. To the extent Seller's employees have made any statements regarding the Product, they were opinions, and not affirmations or promises. Such statements if any were not the basis of the bargain, they do not constitute warranties, and they have not been relied upon by Purchaser, and are not a part of this Purchase Agreement.
23. This Purchase Agreement shall be fully executed when dated and signed below by Purchaser's authorized representative, and received by Trebron on or before the date set forth in Section 19 herein above. The undersigned warrants that Racine has authorized him or her to enter into the purchase agreement on behalf of Racine.

Date: _____

Date: _____

Trebron Company, Inc.

Racine County Wisconsin

Signature

Signature

Norbert van Dam

Printed Name

Printed Name

President

Title

Title

Must be signed by officer such as Finance Manager i.e. CFO, Finance Director, CEO or Executive Level Director

