

Wisconsin Rapids Public School District - Board of Education 510 Peach Street Wisconsin Rapids, WI 54494 (715)

(715) 424-6701

AGENDA

Business Services Committee

John Benbow, Jr., Chairperson Christopher Inda, Member Julie Timm, Member John A. Krings, President

November 4, 2024

- LOCATION: Board of Education Office, 510 Peach Street, Wisconsin Rapids, WI 54494 Conference Room C
- TIME: Immediately following the Educational Services Committee Meeting, but not before 6:15 p.m.
- I. Call to Order
- II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

- III. Actionable Items
 - A. Cameras and Access Control Software Renewal Genetec
 - B. Endpoint Detection and Response (EDR) Software Renewal Cynet
 - C. Wireless Access Point License Renewal Meraki
- IV. Updates and Reports
 - A. Purchases Update
- V. Agenda Items
- VI. Future Agenda Items

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda *however, no deliberation or action will be taken by other Committees or the full Board of Education*.

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.



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BACKGROUND

Business Services Committee

John Benbow, Jr., Chairperson Christopher Inda, Member Julie Timm, Member John A. Krings, President

November 4, 2024

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- I. Call to Order
- II. Public Comment
- III. Actionable Items
 - A. Cameras and Access Control Software Renewal Genetec

Our current Genetec 5-year license for software and support will expire in December of 2024. This software and support license is needed to operate our camera and access control system throughout the district. We need an active license to receive software updates and support for our system. The Technology Department briefly explored two other software options comparable to Genetec. Those options are Milestone and Verkada. For those software systems to operate within our current infrastructure, a significant amount of upfront costs to hardware would need to happen. Because of that, our cost savings from switching to this product would extend by almost 10 years or more. This, combined with the labor needed to complete this, does not make fiscal sense to move to a different software provider (see Attachment A).

The administration recommends the renewal of a 5-year license for Genetec software and support from Systems Technologies at a total cost of \$55,625.16 to be funded from the 2024-25 District Technology Referendum Budget, District Technology Budget, and the Buildings and Grounds Budget.

B. Endpoint Detection and Response (EDR) Software Renewal - Cynet

The Technology Support Department uses Cynet Elite software for our antivirus and Endpoint Detection and Response (EDR). We believe the software has done an excellent job detecting, responding to, and mitigating threats. Our current version, Cynet Elite, expires on November 30, 2024. Cynet has an enhanced product called Cynet All-In-One, which gives us enhanced visibility into threats on our firewalls, network switches, and many other features for our servers and Windows computers. We have reviewed both versions and feel the additional cost of getting enhanced security and visibility into our network is worth the cost (see Attachment B).

The administration recommends entering a 3-year contract with Cynet for Cynet All-In-One EDR services for our network and computing environment from Heartland Business Systems for a total annual cost of \$30,585.11 to be funded from a combination of Technology Support and Technology Referendum Budgets.

C. Wireless Access Point License Renewal - Meraki

Our current wireless infrastructure has over 450 wireless access points (WAPs). The license for support and operation of these WAPs will expire on January 4, 2025. Without a license, our Meraki WAPs will cease to operate, leaving zero wireless in our buildings. The Technology Support Department is recommending a 3-year license renewal. At the end of this 3-year license, we will probably be looking to start replacing WAPs as many will become end-of-life.

At the time of publishing the Business Services agenda, quotes from the vendor were not available. Phil Bickelhaupt, Director of Technology, will provide quotes for purchase at the Business Services Committee meeting.

The administration recommends renewing the Meraki wireless access points license from PDS, which will be funded from the 2024-25 Technology Referendum Budget.

- IV. Updates and Reports
 - A. Purchases Update

Copies of the following invoices, bid specs, and purchase orders will be reviewed:

- Automated Energy \$20,780.00 B&G Budget Grove Temp Control Updates 1st Half
- Automated Energy \$23,350.00 B&G Budget Think Temp Control Updates 1st Half
- City of Wisconsin Rapids \$16,479.91 B&G Budget Playground Mulch
- Red Run \$253,176.50 Fund 49 Grant Playground Project Final
- TweetGarot \$11,310.55 B&G Budget Grant Compressor Replacement
- Wheelers \$38,491.00 B&G Budget Maintenance Cargo Van

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

Attachment A

Customer

Quote: 4009 / Date: 10/15/2024



Systems Technologies W4618 County Highway G Merrill, WI 54452, US (800) 822-4227

Prepared By: Chris Schultz 715-539-2877 chris.schultz@pieperpower.com WRPS 510 Peach Street Wisconsin Rapids, WI 54494-4663, United States

Phil Bickelhaupt 715-570-9376 phillip.bickelhaupt@wrps.net

Project: WRPS Genetec Advantage Quote 4009 10-15-24

Scope of Work

This quote is for 1, 3 and 5-year Genetec Advantage agreements based upon your current system configuration as of 10/15/2024.

-Your current Genetec Advantage agreement is set to expire on 12/31/2024.

-Any additions or changes to the system will necessitate an update to the quote.

NOTE-Advantage does not include any labor

Genetec Advantage Options

	Quantity	Total Cost
GENE-ADV-P-1Y Description: Genetec™ Advantage Renewal for Professional – 1 year (expires on 31-December-2025)	1 ea	\$16,577.22
GENE-ADV-P-3Y Description: 3 Year Genetec [™] Advantage Renewal for Professional - Upfront Commitment (expires on 31- December-2027)	1 ea	\$39,057.63
GENE-ADV-P-5Y Description: 5 Year Genetec [™] Advantage Renewal for Professional - Upfront Commitment (expires on 31- December-2029)	1 ea	\$55,625.16

Notes



Quote: 4009 / Date: 10/15/2024

Accepted By

Date

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TERMS AND CONDITIONS OF SALE

1. LIEN NOTICE. As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. ENTIRE AGREEMENT. This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. **PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. CONSTRUCTION MATERIALS. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. ACCESS TO WORK AND SITE. Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. INSURANCE. Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

 ENVIRONMENTAL HAZARDS. Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. SITE CONDITIONS. Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.

9. PAYMENT. Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorneys' fees. Seller shall furnish lien waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.

10. JOB SIGN. Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. **CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. WORK STOPPAGE. Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. **DELAY.** Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or

governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, a Force Majeure event (includes but not limited to: war, riots, earthquakes, hurricanes, tornadoes, floods, lightning, explosions, energy blackouts/brownouts, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation epidemic or pandemic)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. **DISPUTES.** These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. WARRANTY. Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty use of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. **CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. ASBESTOS AND TOXIC MATERIALS. This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE. Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. **IMPAIRMENT OF CREDIT.** If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. HOLD HARMLESS. Seller will hold harmless and defend Buyer against any claims brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer insediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. WORKING HOURS. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

22. **GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



Cynet Renewal		Quote #347795 v1
Prepared For: Wisconsin Rapids Public Schools Phil Bickelhaupt 510 Peach St Wisconsin Rapids, WI 54494	Prepared By: Heartland Business Systems Joanna Thoms 1700 Stephen Street Little Chute, WI 54140	Date Issued: 10.02.2024 Expires: 11.29.2024
P: (715) 424-6715E: phillip.bickelhaupt@wrps.net	P: (920) 585-3995 E: jthoms@hbs.net	

Cynet Elite - 1 Yea	r	* Optional	Price	Qty	Ext. Price
Cynet Elite	Cynet Elite 12 months (1001 endpoints) 1-Year Term		\$25,691.49	1	\$25,691.49
Renewal Coverage:	12/1/24 11/29/25				
			* Optional Subtotal		\$25,691.49
Cynet Elite - 3 Yea	r	* Optional	Price	Qty	Ext. Price
Cynet Elite	Cynet Elite 12 months (1001 endpoints) 3-Year Term		\$24,468.09	1	\$24,468.09
Renewal Coverage:	12/1/24 11/29/27				_1
			* Optional Subtotal		\$24,468.09
Cynet All in one + I	PC - 1 Year	* Optional	Price	Qty	Ext. Price
Cynet All-In-One	Cynet All in One 12 months (1001 endpoints) 1-Year Term		\$31,808.51	1	\$31,808.51
Platinum Care	CyOps Platinum Care - 1 Year		\$27,234.04	1	\$27,234.04
Renewal Coverage:	12/1/24 11/29/25				
		* Optional Subtotal		\$59,042.55	
Cynet All in one + I	PC - 3 Year	* Optional	Price	Qty	Ext. Price
Cynet All-In-One	Cynet All in One 12 months (1001 endpoints) 3-Year Term		\$30,585.11	1	\$30,585.11
Platinum Care	CyOps Platinum Care - 3 Year		\$25,531.91	1	\$25,531.91
Renewal Coverage:	12/1/24 11/29/27				
			* Optional Subtotal		\$56,117.02
*Optional Expense	s				One-Time
Cynet Elite - 1 Yea	r				\$25,691.49
Cynet Elite - 3 Yea	r				\$24,468.09
Cynet All in one + I	PC - 1 Year				\$59,042.55

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase other for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.10 or later, on the parties have executed a current master services agreement, the signed agreement shall control over any conflicing terms in the version on the website. If a current master se

Cynet All in one + PC - 3 Year

\$56,117.02



company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v1.0

Acceptance		
Heartland Business Systems	Wisconsin Rapids Public Schools	
Joanna Thoms		
Signature / Name	Signature / Name	Initials
10/02/2024		
Date	Date	