

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: DECEMBER 17, 2020 AGENDA ITEM NUMBER: 12

**SUBJECT: RESOLUTION APPROVING THE PURCHASE OF FIREWALL HARDWARE, SOFTWARE, AND SUBSCRIPTION SERVICES REFRESH (MANAGEMENT INFORMATION SERVICES)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENT:**

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ COUNTY MANAGER DATE: \_\_\_\_\_

**RESOLUTION APPROVING THE PURCHASE OF FIREWALL HARDWARE,  
SOFTWARE, AND SUBSCRIPTION SERVICES REFRESH  
(MANAGEMENT INFORMATION SERVICES)**

**WHEREAS** the Forsyth County Management Information Services (MIS) Department seeks to refresh the primary firewall hardware, software, and subscription services technology;

**WHEREAS** N.C.G.S. 143-129(a) provides that formal bidding is not required for purchases of apparatus, supplies, materials, or equipment under \$90,000 in value;

**WHEREAS** the MIS Department sought informal bids on a new firewall hardware, software, and subscriptions, and received the following five bids:

NWN Corporation	57,056.11
Presidio	57,076.66
Data Network Solutions, Inc.	57,168.05
Brooks Network Services, LLC	59,995.75
SHI, Inc.	95,610.77

and;

**WHEREAS** because NWN Corporation was the lowest responsive, responsible bidder it is the recommendation of the County Manager and the Chief Technology Officer that a contract for the purchase of firewall hardware, software, and subscription services be awarded to NWN Corporation, in an amount not to exceed \$57,056.11;

**NOW, THEREFORE, BE IT RESOLVED**, by the Forsyth County Board of Commissioners that the Chairman or the County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a contract with NWN Corporation for the purchase of firewall hardware, software, and subscription services, in an amount not to exceed \$57,056.11, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney; and

**BE IT FURTHER RESOLVED**, that the County Manager is hereby authorized to execute subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years, for a maximum of three years duration, with agreements terminating no later than December 17, 2023, if these services continue to be necessary.

Adopted this the 17<sup>th</sup> day of December 2020.

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 17th day of December, 2020, by and between Forsyth County, North Carolina (the "County"), and NWN Corporation (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. **Services.** Provider shall provide firewall hardware, software, and subscription services as per the specifications in Attachment A, attached hereto.

The following documents, attached hereto, are incorporated herein:

Attachment A labeled "Attachment A".

2. **Term.** The Provider shall provide Services for an initial 1 year term beginning on December 17<sup>th</sup>, 2020, for which the County has paid the applicable fees. The County reserves the right to annually renew maintenance and support as specified in Attachment A. The annual Services fees charged under this agreement may increase or decrease in subsequent fiscal years, or is subject to change annually if additional products, services, and/or licenses are added or removed, upon thirty (30) days written notice.

3. **Compensation.** As full compensation for the Provider's services, the County agrees to pay the Provider for firewall hardware, software, and subscription services in the amount of \$57,056.11, plus applicable taxes on materials, and has the option to renew maintenance and subscription services in subsequent fiscal years, as provided in section 2 of this agreement. The County shall pay all such bills within the following 30 days provided all elements of the Agreement are satisfactorily met.

4. **Independent Contractor.** The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the

County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

**5. Indemnification.** The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

**6. Insurance.** The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

**7. County Property.** Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

**8. Notice.** All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:  
Gary E. Koontz, Chief Technology Officer  
201 N. Chestnut St.  
Winston Salem, NC 27101  
email: gary@forsyth.cc

For the Provider:  
Name: NWN Corporation  
Title: Account Manager - Tommy Coleman  
Mailing address:  
7025 Albert Pick Rd.  
Ste 302  
Greensboro NC 27405  
email: tcoleman@NWN.IT.COM

**9. Assignment.** The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

**10. Waiver.** No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**11. Governing Law.** This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

**12. Nonappropriation.** Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

**13. Survival of Provisions.** All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

**14. Modification.** This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

**15. Conflict with Attachments.** In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

**16. Miscellaneous.** The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any

provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: \_\_\_\_\_  
J. Dudley Watts, Jr, County Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

Date: \_\_\_\_\_

PROVIDER

(SEAL)

By: Tommy D. Coleman

Printed Name: Tommy D. Coleman

Title: Account Mgr.

Date: 11-25-20

7025 Albert Pick Road  
 Suite 302  
 Greensboro, NC 27409

336.294.0141 Phone  
 336.294.4636 Fax



<b>Client:</b>	Forsyth County	<b>Issue Date:</b>	11/23/2020
<b>Client Address 1:</b>	201 N Chestnut St	<b>Opportunity #:</b>	24578608
<b>Client Address 2:</b>		<b>Account Exec:</b>	Tommy Coleman
<b>Client City, State, Zip:</b>	Winston-Salem NC 27101		<a href="mailto:tcoleman@nwnit.com">tcoleman@nwnit.com</a>
<b>Attn:</b>	Gary Koontz		336.232.5248
<b>Phone:</b>	336.703.2543 (office)	<b>Version:</b>	1.00
<b>email:</b>	<a href="mailto:gary@forsyth.cc">gary@forsyth.cc</a>		

Product Number	Description	Qty	List Price	Discounted Price	Extended Price
PAN-PA-3260	Palo Alto Networks PA-3260 with redundant AC power supplies	1	\$ 37,800.00	\$ 16,948.01	\$ 16,948.01
PAN-PA-3260-GP	GlobalProtect subscription year 1, PA-3260	1	\$ 7,600.00	\$ 4,336.86	\$ 4,336.86
PAN-PA-3260-DNS	DNS Security subscription year 1, PA-3260	1	\$ 7,600.00	\$ 4,336.86	\$ 4,336.86
PAN-PA-3260-TP	Threat prevention subscription year 1, PA-3260	1	\$ 7,600.00	\$ 4,336.86	\$ 4,336.86
PAN-PA-3260-URL4	PANDB URL filtering subscription year 1, PA-3260	1	\$ 7,600.00	\$ 4,336.86	\$ 4,336.86
PAN-PA-3260-WF	WildFire subscription year 1, PA-3260	1	\$ 7,600.00	\$ 4,336.86	\$ 4,336.86
PAN-SVC-PREM-3260	Premium support year 1, PA-3260	1	\$ 6,840.00	\$ 5,924.47	\$ 5,924.47
PAN-PA-3260-OSS	On-Site Spare Palo Alto Networks PA-3260 with redundant AC power supplies	1	\$ 14,200.00	\$ 12,299.33	\$ 12,299.33
				Freight	\$ 200.00
<b>Total Project Investment</b>					<b>\$ 57,056.11</b>