

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: APRIL 26, 2018 AGENDA ITEM NUMBER: 10

**SUBJECT: RESOLUTION AWARDING A CONTRACT TO VERISTOR SYSTEMS,
INCORPORATED TO PROVIDE ENDPOINT PROTECTION PLATFORM SERVICES
FOR FORSYTH COUNTY
(MANAGEMENT INFORMATION SERVICES DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Audrey Watts, Jr.*

COUNTY MANAGER

DATE: April 25, 2018

**RESOLUTION AWARDING A CONTRACT TO VERISTOR SYSTEMS,
INCORPORATED TO PROVIDE ENDPOINT PROTECTION PLATFORM SERVICES
FOR FORSYTH COUNTY
(MANAGEMENT INFORMATION SERVICES DEPARTMENT)**

WHEREAS, the Forsyth County Management Information Services (MIS) Department staff solicited quotes for EndPoint Protection Platform services for Forsyth County and the following quotes were received:

VeriStor Systems, Incorporated - \$63,667 (Year 1)
DG Technology Consulting, LLC - \$73,985 (Year 1)
SHI International Corp. - \$75,874.32 (Year 1)
SentinelOne, Inc. - \$129,200 (Year 1); and

WHEREAS, VeriStor Systems, Incorporated submitted the most competitive quote and MIS Department staff recommend that a contract be awarded to VeriStor Systems, Incorporated for a one-year term in the amount of \$63,667, with the option to renew the contract for two additional one-year terms at an annual rate of \$56,000;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby awards a contract to VeriStor Systems, Incorporated to provide EndPoint Protection Platform services for Forsyth County.

BE IT FURTHER RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the County Manager and Clerk to the Board to execute, on behalf of Forsyth County, a contract with VeriStor Systems, Incorporated to provide EndPoint Protection Platform services for one year at a cost of \$63,667, with an option by the County Manager to renew the contract for two additional one-year terms at an annual rate of \$56,000, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

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, if these services continue to be necessary.

Adopted this 26th day of April 2018.

NORTH CAROLINA)

AGREEMENT

FORSYTH COUNTY)

THIS AGREEMENT, made and entered into this 26th day of April, 2018, by and between Forsyth County, North Carolina (the "County"), and VeriStor Systems, Inc. ("Provider");

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as:

Provide EndPoint Protection Platform services for Forsyth County as specified in the scope of work (Attachment A), which is attached hereto and incorporated by reference, with the exception that payment shall be as set forth in Section III hereinbelow.

II.

The services of the Provider shall begin on or after April 26, 2018 and unless sooner terminated by mutual consent or as hereinafter provided, shall be provided for the duration of the Agreement; provided that either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$63,667.00 plus applicable taxes for year 1 plus the right to renew services for 2 additional 1 year terms for the sum of \$56,000.00 plus applicable taxes each term provided that funds are made available for this purpose. The total payments under this contract are not to exceed \$175,667.00 without amending this Agreement.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

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 agrees to 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.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that 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 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 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 his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employer's liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by VeriStor Systems, Inc."
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all 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.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

The 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. It is the expectation of Forsyth County that the Provider will comply, with

all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

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

FORSYTH COUNTY, NORTH CAROLINA

By: _____
J. Dudley Watts, County Manager

Date:

ATTEST:

Clerk to the Board

(SEAL)

Provider

By:

Printed Name:

Date:

Tax ID number:

ATTACHMENT A



VeriStor Systems, Inc
 4850 River Green Parkway
 Duluth, GA 30096
 Phone: 678-990-1593
 Fax: 678-990-1597

Quote Date 3/19/18
 Exp Date: 4/30/18
 Quote No: 00001551

Quote Prepared For:
 Forsyth County
 Jason Ring
 201 North Chestnut Street
 Winston-Salem, NC 27101
 336-345-3945
 ringjt@forsyth.cc

Item No.	Description	Qty	Price	Extended Price
SentinelOne				
Software				
CMPL-5K1	Annual Subscription includes EndPoint Protection Platform (EPP) Complete capabilities, Technical Support, Platform Updates and Upgrades	2000	\$20.00	\$40,000.00
CMPL-5K1	Annual Subscription includes EndPoint Protection Platform (EPP) Complete capabilities, Technical Support, Platform Updates and Upgrades	600	\$20.00	\$12,000.00
EPP-IP-1	AWS pass-through cost for providing a static	1	\$0.00	\$0.00
EPP-IP-1	AWS pass-through cost for providing a static IP address to our customers.	1	\$0.00	\$0.00
PS-TAM-MED	Single On-site visit (1 day). Weekly Calls (first month), then bi-weekly calls. Quaterly reports and remote upgrade assistance.	1	\$11,667.00	\$11,667.00
			Total:	\$63,667.00

Account Executive: Jim Campbell
 Phone: 678-990-1593
 Email: jcampbell@veristor.com

All prices are in U.S. Dollars and are exclusive of sales, use or like taxes.
 Pricing is valid for 30 days unless otherwise extended in writing by VeriStor.
 FOB Origin - Customer will be responsible for Shipping cost once unit has been shipped.
 Payment Terms: Net-30 Days