

**RESOLUTION APPROVING SCOPE OF WORK BETWEEN ASHTABULA COUNTY AND CHI CORPORATION FOR INFORMATION TECHNOLOGY SERVICES UPGRADE TO THE FIREWALL, AUDITOR'S OFFICE**

WHEREAS, David Thomas, Ashtabula County Auditor, has presented the following Scope of Work for the approval of the Board, to-wit:

**Scope:** upgrade a Palo Alto 3020 Firewall to a clustered pair of 460 firewalls.

**Provider:** Chi Corporation, 5265 Naiman Parkway, Cleveland, OH 44139

**Cost:** Not to Exceed: \$20,310.00

**Term:** quote expires on February 5, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Scope of Work, as noted above, is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2023-60

January 19, 2023

**RESOLUTION APPROVING SCOPE OF WORK BETWEEN ASHTABULA COUNTY  
AND CHI CORPORATION FOR INFORMATION TECHNOLOGY SERVICES  
UPGRADE TO THE FIREWALL, AUDITOR'S OFFICE**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

**VOTE:**

Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV

Aye  
Aye  
Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



# CHI CORPORATION

Providing access, protection, and security for your data.

## SCOPE OF WORK

January 10, 2023

Ashtabula County  
25 W. Jefferson St.  
Jefferson, OH 44047

This Services Proposal (“Statement of Work” or “SOW”) is being presented to you based upon your needs for contract information technology services and is made between Chi Corporation and Ashtabula County (“Customer”). Chi will provide the services outlined in this SOW. The terms of this Statement of Work supplement Chi's General Terms and Conditions of Sale or MSA. To the extent there is a conflict between the terms of this Statement of Work and the MSA, the MSA shall govern. Any amendment, waiver or other alteration of these Terms and Conditions shall be effective only if made in a writing signed by both parties.

### INTRODUCTION

Customer has asked Chi to upgrade a Palo Alto 3020 Firewall to a clustered pair of 460 firewalls.

### APPROACH & METHODOLOGY

The engineer will work with the Customer to review the existing configuration. A plan to migrate the single firewall to an HA pair will be reviewed. Cabling and switching requirements will be reviewed and a downtime window will be scheduled. The configuration will be imported to the new firewalls and verified. High availability will be tested. Once the migration is complete up to 8 hours of post migration support will be provided.

### ASSUMPTIONS

- The Customer has an edge switch for external circuit termination
- The Customer is responsible for hardware installation and cabling

### WORK LOCATION

- This project will be delivered remotely.

## DESCRIPTION AND DELIVERABLES

### *Palo Migration*

- Review existing external circuit configuration
- Review edge switch configuration
- Work with the customer to establish a management connection to the firewalls
- Create a firewall HA pair using the 460s
- Export the configuration to the new firewalls
- Schedule a downtime window
- Migrate the connectivity to the new edge switch
- Migrate the internal networking
- Verify the firewall functionality
- Test the high availability
- Provide up to 8 hours of post migration support
- All data collected will be presented in the form of a Functional HA pair of Palo Alto firewalls and as-built documentation

## COST

Product	Hours	Cost per hour	Total
L3 Engineer	35	\$200	\$7,000

## CONTRACTUAL DOCUMENTS

### PROJECT MANAGEMENT AND CONTACTS

Customer will assign a Project Manager or alternatively a Primary Contact for this SOW. The Customer Project Manager/Contact will be responsible for managing all activities on Customer's behalf, for providing information as needed by Chi, for access to facilities, systems and personnel as required by Chi, for responding to all requests, and providing all other information required by Chi for the completion of the Project.

### ACCEPTANCE CRITERIA

Upon completion of the Services, Customer shall sign the Project Phase Completion form. These signed forms indicate that Customer acknowledges and accepts satisfactory completion of the services described herein. If Customer does not respond within seven (7) business days, the consulting services for the milestone or project will be considered accepted.

## CUSTOMER RESPONSIBILITIES

- Where necessary, provide access to facilities, systems, personnel and respond to all requests for information required to complete Statement of Work.
- Where necessary, provide administrator or superuser logons to host systems, or (alternatively) assign system administrator(s) to perform those logon activities on behalf of Chi technical personnel.
- Verify all servers and/or workstations included in the scope of this activity are fully functional before Chi personnel begin installation and/or Integration activities. Fully functional includes

operating system(s), database(s), application(s) and network(s) provided or supplied by Customer in connection with this project.

- Customer will provide a central point of contact who will be able to coordinate internal customer activities and act as a point of escalation.
- Customer is responsible for ensuring the right interviewees and workshop participants are selected and available, communicating and scheduling interviews, and providing a suitable meeting space.
- Customer agrees to schedule interviews and workshops upon contract execution.
- Customer and its appointed Project Sponsor will be responsible for making final decisions about scope, approach, risk mitigation and issue resolution.
- Workspace, including desks/tables, telephone, and network access for the Chi team will be provided by customer when resources are on site.
- Chi assumes any documentation that needs to be reviewed by customer staff will be completed within in two (2) business days. If the review takes longer, the project may be impacted either through a reduction in scope or an increase in overall cost.
- Chi assumes scoping for integration will be done during this engagement and the follow-on implementation(s) will be completed as a subsequent phase.

## **ADDITIONAL PROVISIONS**

**Change Procedure:** Any changes and/or modification to this Statement of Work must be done in writing and approved by both Chi and Customer. Some changes may result in a change to the service fees associated with this SOW. Should the changes result in additional time or material, Chi will provide to Customer in writing an estimated cost for approval before such costs are incurred.

**Scripting:** Scripting is NOT included in this scope of work unless otherwise stated. This includes but is not limited to automation of fail-over for applications, movement of data or other automated functions.

**Data Migration:** Data Migration is NOT included in this scope of work unless otherwise stated. Customer will be responsible for migrating any of their existing data, which would include adding users, and customize scripts. Customer is responsible to back up any existing data prior to work being performed.

**Clustered Systems:** This statement of work does not support the installation or patching of clustered systems.

**Existing Equipment:** Chi is not responsible for any existing equipment defects or interoperability. It is the Customer's responsibility to have the data backed up and available on premise, if needed.

## **CONTRACT TERMS**

Prices are valid for 90 days provided work commences within 60 days of this SOW date unless otherwise specified in the quotation. All travel and living expenses arising out of this SOW or changes to this SOW will be billed at actual cost unless otherwise specified in a Project Change Request (PCR). Chi Professional Services must be notified at least two weeks in advance to schedule this project. Changes to the start date once the work is booked are subject to Chi resource availability. Chi will invoice Customer, at Terms Net 30, for the services performed under this SOW unless otherwise specified in quotation.

**No Solicitation to Hire:** During the term of this SOW and for a period of one (1) year following termination or expiration of this SOW, the Customer agrees not to solicit to hire, hire or cause to hire any Chi personnel, employees or subcontractors directly or indirectly without express written permission from the Chi Professional Services. If the Customer, or any affiliate of the Customer, extends an offer of employment, or a contract for services to any Chi personnel or employees, then the Customer shall pay Chi, as liquidated damages, an amount equal to fifty percent (50%) of the annual salary or contract payments that would have been due to such personnel or employee. The parties agree that the foregoing liquidated damage is the party's best estimate of the damages caused by the extension of an offer of employment, or a contract for services to any Chi personnel or employees. Notwithstanding the damages provided for in this paragraph, Chi shall be entitled, in addition to any other remedies at law or in equity, to obtain injunctive relief.

**Limited Warranty:** Chi warrants to the Customer that the Work provided hereunder will be performed in a workmanlike manner and will substantially conform to the agreed to specifications at the time of performance. Chi warrants the Work for a period of 30 days from the date of the performance of the Work to the Customer or its designated receiver of the services. Chi does not warrant results or achievements of the Work and Chi is not responsible for the work or activity of any non-Chi employed personnel (excluding Chi authorized subcontractors). EXCEPT AS SET FORTH IN THIS SECTION, CHI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WARRANTIES OF (A) MERCHANTABILITY, (B) OF FITNESS FOR A PARTICULAR PURPOSE OR USE, (C) OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS; AND (D) ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE OR COURSE OF PERFORMANCE NOTWITHSTANDING.

**Limitation of Liability:** In no event shall Chi's liability arising in connection with or under this statement of work (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) exceed the purchase price of the services.

**Limitation of Damages:** Buyer shall in no event be entitled to, and Chi shall not be liable for indirect, special, incidental or consequential damages of any nature, including, but not limited to, loss of profit, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of customers.

**Acceptance:** All parties agree to the responsibilities and work outlined in this SOW. A Purchase Order from the Customer for the services outlined above must be provided prior to any resources being allocated or deployed by Chi.

**Acceptance**

The above specifications, conditions, and costs are satisfactory and hereby accepted. You are authorized to do the work as specified.

**ASHTABULA COUNTY:**

Name:

Title:

Signature:

Date: 1/14/23

A handwritten signature in blue ink, appearing to read 'Casey Kozlowski', written over the 'Signature:' label.

Casey Kozlowski  
President



Quote

**CHI CORPORATION**

Rob Oddo  
5265 Naiman Parkway  
Cleveland, OH 44139  
440-498-2541  
[roddo@chicorporation.com](mailto:roddo@chicorporation.com)

DATE January 6, 2023  
EXPIRATION DATE February 5, 2023  
Quote number:

TO: Ashtabula County  
Rock Benson  
25 West Jefferson Street  
Jefferson, OH 44047

FROM: Rock Benson  
rkbenson@ashtabulacounty.us  
(440)576-3798

CONSULTANT	SHIPPING METHOD	DELIVERY	SHIPPING TERMS	PO NUMBER	PAYMENT TERMS	TAXABLE
Rob Oddo	Ground	EMAIL	Charge		N30	NO

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<b>PA-460</b>		
2	PAN-PA-460	Palo Alto PA-460 Firewall	\$3,950.00	\$7,900.00
2	PAN-PA-460-BND-PRO	PA-460, Professional Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security and SDWAN), 1 year (12 months) term	\$1,775.00	\$3,550.00
2	PAN-SVC-PREM-460	PA-460, Premium support, 1 year (12 months), term.	\$830.00	\$1,660.00
1	CHI-PS	Professional Services - SoW attached	\$7,000.00	\$7,000.00
1	SHIPPING	SHIPPING	\$200.00	\$200.00

Quotation prepared by: R Oddo

Orders are subject to Chi Corporation terms and conditions

To accept this quotation and order sign here and return: \_\_\_\_\_  
FAX NUMBER 440-498-2301

<b>SUB-TOTAL</b>	\$20,310.00
<b>SALES TAX</b>	
<b>TOTAL</b>	<b>\$20,310.00</b>

**THANK YOU FOR THE OPPORTUNITY TO PROVIDE A QUOTATION!**

## CHI CORPORATION

### TERMS AND CONDITIONS OF SALE OF GOODS, LICENSES, OR SERVICES

1. **APPLICABILITY OF TERMS AND CONDITIONS.** These terms and conditions shall govern and control all sales of goods, including licenses, and/or services by Chi Corporation, an Ohio corporation ("Chi"), unless otherwise expressly agreed to in a writing which has been executed and delivered by an authorized agent of Chi. Terms and conditions contained in Buyer's purchase order, or any other writing which Buyer manifests its intent to purchase, that are different from, in addition to in conflict with or otherwise vary the terms herein are hereby objected to and shall not be binding on Chi. The terms of this agreement may only be amended, changed or modified by a written agreement which has been executed and delivered by Chi and Buyer and which expressly states that it is an amendment hereto. If, for any reason, Chi's quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned on Buyer's assent to the terms herein, which assent shall be evidenced by the earlier of Buyer's acceptance of products purchased from Chi or any other performance by Buyer hereunder. Chi will proceed to sell goods, licenses and/or services only if Buyer assents to the terms and conditions contained herein.

2. **ORDERS AND PRICES.** Unless otherwise specifically agreed in writing by Chi, all prices are in U.S. Dollars. Chi reserves the right to correct errors in specifications or prices, due typographical, clerical, or engineering errors or because of incomplete or inaccurate information from Buyer. Chi may refuse to accept any purchase order for any reason.

3. **FINANCIAL RESPONSIBILITY.** Notwithstanding any provision herein to the contrary, Buyer's creditworthiness is at all times subject to approval of Chi, and should Chi, in its sole discretion, become insecure as to Buyer's ability to pay hereunder, Chi may require payment in advance or satisfactory security or guarantee that invoices will be paid promptly when due. If Buyer fails to comply with any terms of payment, Chi may withhold any future deliveries, for which it has not received payment, and/or terminate this Agreement, and any unpaid amount thereupon shall be due and owing hereunder shall be paid by Buyer immediately.

4. **TERMS.** All payments shall be made without any discounts, deductions or setoffs. Payment by check shall be deemed effected only after each check has been cleared and the amount of the check irrevocably credited to Chi's account. Chi shall be entitled to interest, on any amounts not paid when due, from the date due a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law. Buyer shall be liable for all costs and expenses collection costs incurred by Chi, including, without limitation, reasonable attorneys' fees.

5. **CANCELLATION.** If Buyer cancels any order or any portion thereof within 5 days prior to the ship date of such order, Buyer shall pay Chi upon cancellation of such order, a cancellation fee in an amount equal to 25% of the price of the order or portion of the order that was canceled.

6. **SHIPMENT FREIGHT AND DELIVERY.** All prices for products are, and all purchases by Buyer shall be delivered, F.O.B. any plant or warehouse of Chi or such other point of origin, as Chi shall designate. Possession of product shall be deemed to pass to Buyer upon delivery to the F.O.B. point. Buyer assumes all risk of damage or loss of product upon delivery to F.O.B. point. Transportation and insurance charges related to shipment of product shall be paid by Buyer. All expenses and charges caused by Buyer and which arise out of the shipment or rerouting of products purchased by Buyer, including, but not limited to, its failure to accept delivery of or pay for such products, shall be paid by Buyer to Chi on demand. All purchase orders with a ship-to-location outside the United States are required to be accompanied or preceded by all necessary documentation to enable Chi to obtain prior to the requested ship date, an export license and any other licenses, permits or approvals which may be necessary with respect to each product ordered. Any specified shipment date or dates are estimates only. Time shall not be deemed of the essence unless specifically agreed in writing.

7. **SECURITY INTEREST.** Chi shall have, and Buyer hereby grants to Chi, a purchase money security interest in all products purchased by Buyer and any proceeds therefrom to secure the purchase price thereof. In the event Buyer fails to pay all or any portion of the purchase price when due, then Buyer shall be in default under this agreement and Chi shall have, in addition to any other rights or remedies provided by law, all of the rights or remedies of a secured party under the Uniform Commercial Code as adopted in the State of Ohio and/or the state(s) where any goods sold hereunder or the Buyer are located. Upon the request of Chi, Buyer shall take such action as Chi may deem necessary appropriate to perfect, maintain, record or otherwise assure to Chi the foregoing security interest including, without limitation, the execution and delivery to Chi of such financing statements or additional security agreements as Chi may request. In countries where other security arrangements are common like retention of title, Chi shall have, and Buyer hereby grants to Chi such other purchase money security interests or prolonged retention of title all goods furnished hereunder.

8. **ACCEPTANCE.** Buyer's acceptance of products shall be deemed to have occurred 10 days after delivery of products to Buyer and any claim by Buyer with respect to any shortages, defects or nonconformities is deemed waived by Buyer unless made in writing to Chi within 10 days after such delivery.

9. **TAXES.** Chi's prices do not include, and Buyer shall be responsible for, the payment of all local, state, federal and foreign, excise, sales, use, property, personal property and other taxes, fees assessment, duties, tariffs or charges applicable to the performance of this agreement other than taxes imposed upon or measured by Chi's income. Such taxes and other assessments, fees and charges as Chi is obligated to collect will be added by Chi to the purchase price of products and invoiced to and paid on demand by Buyer. Buyer shall defend, indemnify and hold Chi harmless from and against any and all such taxes, fees, and other such amounts including without limitations, any cost, expense, attorneys fees, interest or penalty assessed against or incurred by Chi as a result of Buyer's failure to pay any such taxes, fees or other such amounts.

10. **WARRANTY AND DISCLAIMERS OF WARRANTY.** Chi makes no warranties with regard to goods or licenses manufactured or created by others furnished hereunder other than that it has the right to enter into this agreement and furnish the goods, license and/or services hereunder. Chi only agrees to assign to Buyer the warranties provided by the manufacturer of goods or the licensor. There are no warranties with goods or software that have been subject to abuse, misuse, misapplication, neglect, alteration, modification or accident; to improper or incorrect installation or maintenance, or to abnormal conditions of use, temperature, moisture, dirt, or corrosive matter. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OF PURPOSE OR NONINFRINGEMENT.** BUYER AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE GOODS AND/OR THE LICENSOR OF SOFTWARE PROVIDED HEREUNDER AND NOT TO JOIN CHI IN ANY CLAIM, ACTION, OR PROCEEDING RELATED THERETO. IT IS SPECIFICALLY AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY.

11. **LIMITATION OF REMEDY.** BUYER'S REMEDY HEREUNDER SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF ANY DEFECTIVE GOODS OR SOFTWARE OR A REFUND OF THE AMOUNTS PAID TO CHI FOR ANY ALLEGEDLY DEFECTIVE PRODUCT, LICENSED SOFTWARE, OR SERVICES. BUYER MAY NOT ASSERT ANY CLAIMS ACTIONS OR PROCEEDINGS MORE THAN ONE (1) YEAR AFTER DELIVERY.

12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL CHI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOSS OF DATA, BUSINESS INTERRUPTION, DELAY DAMAGES, OR FOR LOST PROFITS, EVEN IF CHI HAS BEEN MADE AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL CHI BE LIABLE FOR DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY BUYER HEREUNDER FOR ANY ALLEGEDLY DEFECTIVE OR NON COMPLYING GOODS, SOFTWARE OR SERVICES.

13. **NOTICES.** Any notice to Chi required or permitted hereunder shall be deemed delivered if in writing and served by personal delivery or received by registered or certified mail with return receipt requested to Chi at the following address: Chi Corporation, 5265 Naiman Pkwy, Cleveland Ohio 44139, Attn: Secretary.

14. **FORCE MAJEURE.** CHI SHALL NOT BE LIABLE FOR ANY DEFAULT OR DELAY IN PERFORMANCE WHEN SUCH DEFAULT OR DELAY RESULTS, DIRECTLY OR INDIRECTLY FROM FIRE, FLOOD, WAR EMBARGO, STRIKE RIOT OR THE INTERVENTION OF ANY GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND CHI'S CONTROL OR FOR ANY CLAIMED BASED ON ANY ACT OR OMISSION OF, OR DEFECT IN ANY GOODS OR SOFTWARE MANUFACTURED, CREATED OR PROVIDED BY A THIRD PARTY.

15. **ARBITRATION.** All disputes, claims or controversies arising between the parties relating to or arising from this Agreement and/or the goods, licenses, or services provided hereunder, shall be finally settled by arbitration held in Cleveland, Ohio under the applicable Commercial Rules of, and administered by, the American Arbitration Association. The arbitrator, or if a panel, the chair, shall be an attorney experienced in the computer software and information technology industry. The parties agree that such arbitration shall be final and binding upon them and may be enforced by any court of proper jurisdiction. Notwithstanding the foregoing, Chi, at its option, may bring a lawsuit to recover any unpaid amounts due and owing to Chi hereunder.

16. **GOVERNING LAWS.** This Agreement and all other contracts between the parties relating to any products, whether now existing or hereafter arising, shall be governed by and interpreted in accordance with the laws of the State of Ohio, USA, exclusive of the laws relating to conflicts of law. Any action, suit or proceeding brought by Buyer and permitted under this agreement shall be venue in the United States District Court for the Northern District of Ohio or any of the courts of Cuyahoga County, in the State of Ohio.

17. **SEVERABILITY.** If any provision of this agreement, or any portion of any such provision, is held to be unenforceable or invalid then such provision shall be reformed so that it is enforceable to the maximum extent permitted by law. If such provision cannot be reformed such provision shall be deemed severed from this Agreement and the remaining provisions and portions shall nevertheless continue to be enforceable and valid and shall be carried into effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18. **NO RETURN, NO CANCELLATION POLICY.** The offer stated in this Quote is expressly conditioned on your agreement that any purchase orders placed are non-cancellable and, except as specified under the terms of the Limited Warranty (defined herein) non-returnable (the "NCNR Terms"). The NCNR Terms expressly supersede the terms of any agreement between you and Chi Corporation and/or a Chi Corporation affiliate or any other party related to your purchase of the products, services and support covered by the Quote (the "Products"). Your purchase of the Products is subject to the NCNR Terms and, unless you have executed a separate written agreement with Chi Corporation with respect to the specific Product(s) covered by this Quote, the terms set forth below. If you have executed such a separate written agreement, the terms of that written agreement shall apply but shall be superseded to the extent contrary or inconsistent by the NCNR terms stated in this Quote, and to the greatest extent permissible, any order hereunder shall be subject to the NCNR Terms, notwithstanding anything to the contrary in any ordering document or accompanying communication you may submit with your order.

19. **ENTIRE AGREEMENT.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter covered by this Agreement. This agreement supersedes and cancels all previous representations, arrangements, agreements and understandings, written or oral, express or implied, if any, by and between the parties with respect to the subject matter covered by this Agreement.

**FISCAL OFFICER'S CERTIFICATE**

**5705.41 O.R.C.**

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

1001.017.100-601.0008 Contract Services Hardware/Equipment  
Not to exceed: \$20,310.00

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: Palo Alto 3020 Firewall.

A handwritten signature in black ink, appearing to read "David Thomas", is written over a horizontal line.

**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: January 11, 2023



# Quote

## CHI CORPORATION

Rob Oddo  
 5265 Naiman Parkway  
 Cleveland, OH 44139  
 440-498-2541

[roddo@chicorporation.com](mailto:roddo@chicorporation.com)

DATE January 6, 2023

EXPIRATION DATE February 5, 2023

Quote number:

TO Ashtabula County  
 Rock Benson  
 25 West Jefferson Street  
 Jefferson, OH 44047

Ship TO: Rock Benson  
 rkbenson@ashtabulacounty.us  
 (440)576-3798

CONSULTANT	SHIPPING METHOD	DELIVERY	SHIPPING TERMS	PO NUMBER	PAYMENT TERMS	TAXABLE
Rob Oddo	Ground	EMAIL	<u>Charge</u>		N30	NO

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<b>PA-460</b>		
2	PAN-PA-460	Palo Alto PA-460 Firewall	\$3,950.00	\$7,900.00
2	PAN-PA-460-BND-PRO	PA-460, Professional Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security and SDWAN), 1 year (12 months) term	\$1,775.00	\$3,550.00
2	PAN-SVC-PREM-460	PA-460, Premium support, 1 year (12 months), term.	\$830.00	\$1,660.00
1	CHI-PS	Professional Services - SoW attached	\$7,000.00	\$7,000.00
1	SHIPPING	SHIPPING	\$200.00	\$200.00

Quotation prepared by: R Oddo

Orders are subject to Chi Corporation terms and conditions

To accept this quotation and order sign here and return: \_\_\_\_\_  
 FAX NUMBER 440-498-2301

<b>SUB-TOTAL</b>	\$20,310.00
<b>SALES TAX</b>	
<b>TOTAL</b>	<b>\$20,310.00</b>

**THANK YOU FOR THE OPPORTUNITY TO PROVIDE A QUOTATION!**

# CHI CORPORATION

## TERMS AND CONDITIONS OF SALE OF GOODS, LICENSES, OR SERVICES

1. **APPLICABILITY OF TERMS AND CONDITIONS.** These terms and conditions shall govern and control all sales of goods, including licenses, and/or services by Chi Corporation, an Ohio corporation ("Chi"), unless otherwise expressly agreed to in a writing which has been executed and delivered by an authorized agent of Chi. Terms and conditions contained in Buyer's purchase order, or any other writing which Buyer manifests its intent to purchase, that are different from, in addition to in conflict with or otherwise vary the terms herein are hereby objected to and shall not be binding on Chi. The terms of this agreement may only be amended, changed or modified by a written agreement which has been executed and delivered by Chi and Buyer and which expressly states that it is an amendment hereto. If, for any reason, Chi's quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned on Buyer's assent to the terms herein, which assent shall be evidenced by the earlier of Buyer's acceptance of products purchased from Chi or any other performance by Buyer hereunder. Chi will proceed to sell goods, licenses and/or services only if Buyer assents to the terms and conditions contained herein.

2. **ORDERS AND PRICES.** Unless otherwise specifically agreed in writing by Chi, all prices are in U.S. Dollars. Chi reserves the right to correct errors in specifications or prices, due typographical, clerical, or engineering errors or because of incomplete or inaccurate information from Buyer. Chi may refuse to accept any purchase order for any reason.

3. **FINANCIAL RESPONSIBILITY.** Notwithstanding any provision herein to the contrary, Buyer's creditworthiness is at all times subject to approval of Chi, and should Chi, in its sole discretion, become insecure as to Buyer's ability to pay hereunder, Chi may require payment in advance or satisfactory security or guarantee that invoices will be paid promptly when due. If Buyer fails to comply with any terms of payment, Chi may withhold any future deliveries, for which it has not received payment, and/or terminate this Agreement, and any unpaid amount thereupon shall be due and owing hereunder shall be paid by Buyer immediately.

4. **TERMS.** All payments shall be made without any discounts, deductions or setoffs. Payment by check shall be deemed effected only after each check has been cleared and the amount of the check irrevocably credited to Chi's account. Chi shall be entitled to interest, on any amounts not paid when due, from the date due a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law. Buyer shall be liable for all costs and expenses collection costs incurred by Chi, including, without limitation, reasonable attorneys' fees.

5. **CANCELLATION.** If Buyer cancels any order or any portion thereof within 5 days prior to the ship date of such order, Buyer shall pay Chi upon cancellation of such order, a cancellation fee in an amount equal to 25% of the price of the order or portion of the order that was canceled.

6. **SHIPMENT FREIGHT AND DELIVERY.** All prices for products are, and all purchases by Buyer shall be delivered, F.O.B. any plant or warehouse of Chi or such other point of origin, as Chi shall designate. Possession of product shall be deemed to pass to Buyer upon delivery to the F.O.B. point. Buyer assumes all risk of damage or loss of product upon delivery to F.O.B. point. Transportation and insurance charges related to shipment of product shall be paid by Buyer. All expenses and charges caused by Buyer and which arise out of the reshipment or rerouting products purchased by Buyer, including, but not limited to, its failure to accept delivery of or pay for such products, shall be paid by Buyer to Chi on demand. All purchase orders with a ship-to-location outside the United States are required to be accompanied or preceded by all necessary documentation to enable Chi to obtain prior to the requested ship date, an export license and any other licenses, permits or approvals which may be necessary with respect to each product ordered. Any specified shipment date or dates are estimates only. **Time shall not be deemed of the essence unless specifically agreed in writing.**

7. **SECURITY INTEREST.** Chi shall have, and Buyer hereby grants to Chi, a purchase money security interest in all products purchased by Buyer and any proceeds there from to secure the purchase price thereof. In the event Buyer fails to pay all or any portion of the purchase price when due, then Buyer shall be in default under this agreement and Chi shall have, in addition to any other rights or remedies provided by law, all of the rights or remedies of a secured party under the Uniform Commercial Code as adopted in the State of Ohio and/or the state(s) where any goods sold hereunder or the Buyer are located. Upon the request of Chi, Buyer shall take such action as Chi may deem necessary appropriate to perfect, maintain, record or otherwise assure to Chi the foregoing security interest including, without limitation, the execution and delivery to Chi of such financing statements or additional security agreements as Chi may request. In countries where other security arrangements are common like retention of title, Chi shall have, and Buyer hereby grants to Chi such other purchase money security interests or prolonged retention of title all goods furnished hereunder.

8. **ACCEPTANCE.** Buyer's acceptance of products shall be deemed to have occurred 10 days after delivery of products to Buyer and any claim by Buyer with respect to any shortages, defects or nonconformities is deemed waived by Buyer unless made in writing to Chi within 10 days after such delivery.

9. **TAXES.** Chi's prices do not include, and Buyer shall be responsible for, the payment of allocall, state, federal and foreign, excise, sales, use, property, personal property and other taxes, fees assessment, duties, tariffs or charges applicable to the performance of this agreement other than taxes imposed upon or measured by Chi's income. Such taxes and other assessments, fees and charges as Chi is obligated to collect will be added by Chi to the purchase price of products and invoiced to and paid on demand by Buyer. Buyer shall defend, indemnify and hold Chi harmless from and against any and all such taxes, fees, and other such amounts including without limitations, any cost, expense, attorneys fees, interest or penalty assessed against or incurred by Chi as a result of Buyers failure to pay any such taxes, fees or other such amounts.

10. **WARRANTY AND DISCLAIMERS OF WARRANTY.** Chi makes no warranties with regard to goods or licenses manufactured or crated by others furnished hereunder other than that it has the right to enter into this agreement and furnish the goods, license and/or services hereunder. Chi only agrees to assign to Buyer the warranties provided by the manufacturer of goods or the licensor. There are no warranties with goods or software that have been subject to abuse, misuse, misapplication, neglect, alteration, modification or accident: to improper or incorrect installation or maintenance, or to abnormal conditions of use, temperature, moisture, dirt, or corrosive matter. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OF PURPOSE OR NONINFRINGEMENT. BUYER AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE GOODS AND/OR THE LICENSOR OF SOFTWARE PROVIDED HEREUNDER AND NOT TO JOIN CHI IN ANY CLAIM, ACTION, OR PROCEEDING RELATED THERETO. IT IS SPECIFICALLY AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY.**

11. **LIMITATION OF REMEDY. BUYER'S REMEDY HEREUNDER SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF ANY DEFECTIVE GOODS OR SOFTWARE OR A REFUND OF THE AMOUNTS PAID TO CHI FOR ANY ALLEGEDLY DEFECTIVE PRODUCT, LICENSED SOFTWARE, OR SERVICES. BUYER MAY NOT ASSERT ANY CLAIMS ACTIONS OR PROCEEDINGS MORE THAT ONE (1) YEAR AFTER DELIVERY.**

12. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL CHI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOSS OF DATA, BUSINESS INTERRUPTION, DELAY DAMAGES, OR FOR LOST PROFITS, EVEN IF CHI HAS BEEN MADE AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL CHI BE LIABLE FOR DAMAGES IN EXCESS OF THE AMOUNTS ACTUALLY PAID BY BUYER HEREUNDER FOR ANY ALLEGEDLY DEFECTIVE OR NON COMPLYING GOODS, SOFTWARE OR SERVICES.**

13. **NOTICES.** Any notice to Chi required or permitted hereunder shall be deemed delivered if in writing and served by personal delivery or received by registered or certified mail with return receipt requested to Chi at the following address: Chi Corporation, 5265 Naiman Pkwy, Cleveland Ohio 44139, Attn: Secretary.

14. **FORCE MAJEURE. CHI SHALL NOT BE LIABLE FOR ANY DEFAULT OR DELAY IN PERFORMANCE WHEN SUCH DEFAULT OR DELAY RESULTS, DIRECTLY OR INDIRECTLY FROM FIRE, FLOOD, WAR EMBARGO, STRIKE RIOT OR THE INTERVENTION OF ANY GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR OR DISSIMILAR CAUSE BEYOND CHI'S CONTROL OR FOR ANY CLAIMED BASED ON ANY ACT OR OMISSION OF, OR DEFECT IN ANY GOODS OR SOFTWARE MANUFACTURED, CREATED OR PROVIDED BY A THIRD PARTY.**

15. **ARBITRATION.** All disputes, claims or controversies arising between the parties relating to or arising from this Agreement and/or the goods, licenses, or services provided hereunder, shall be finally settled by arbitration held in Cleveland, Ohio under the applicable Commercial Rules of, and administered by, the American Arbitration Association. The arbitrator, or if a panel, the chair, shall be an attorney experienced in the computer software and information technology industry. The parties agree that such arbitration shall be final and binding upon them and may be enforced by any court of proper jurisdiction. Notwithstanding the foregoing, Chi, at its option, may bring a lawsuit to recovery any unpaid amounts due and owing to Chi hereunder.

16. **GOVERNING LAWS.** This Agreement and all other contracts between the parties relating to any products, whether now existing or hereafter arising, shall be governed by and interpreted in accordance with the laws of the State or Ohio, USA, exclusive of the laws relating to conflicts of law. Any action, suit or proceeding brought by Buyer and permitted under this agreement shall be venue in the United States District Court for the Northern District of Ohio or any of the courts of Cuyahoga County, in the State of Ohio.

17. **SEVERABILITY.** If any provision of this agreement, or any portion of any such provision, is held to be unenforceable or invalid then such provision shall be reformed so that it is enforceable to the maximum extent permitted by law. If such provision cannot be reformed such provision shall be deemed severed from this Agreement and the remaining provisions and portions shall nevertheless continue to be enforceable and valid and shall be carried into effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18. **NO RETURN. NO CANCELATION POLICY.** The offer stated in this Quote is expressly conditioned on your agreement that any purchase orders placed are non-cancellable and, except as specified under the terms of the Limited Warranty (defined herein) non-returnable (the "NCNR Terms"). The NCNR Terms expressly supersede the terms of any agreement between you and Chi Corporation and/or a Chi Corporation affiliate or any other party related to your purchase of the products, services and support covered by the Quote (the "Products"). Your purchase of the Products is subject to the NCNR Terms and, unless you have executed a separate written agreement with Chi Corporation with respect to the specific Product(s) covered by this Quote, the terms set forth below. If you have executed such a separate written agreement, the terms of that written agreement shall apply but shall be superseded to the extent contrary or inconsistent by the NCNR terms stated in this Quote, and to the greatest extent permissible, any order hereunder shall be subject to the NCNR Terms, notwithstanding anything to the contrary in any ordering document or accompanying communication you may submit with your order.

19. **ENTIRE AGREEMENT.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter covered by this Agreement. This agreement supersedes and cancels all previous representations, arrangements, agreements and understandings, written or oral, express or implied, if any, by and between the parties with respect to the subject matter covered by this Agreement.

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

1001.017.100-601.0008 Contract Services Hardware/Equipment  
Not to exceed: \$20,310.00

for the remainder of the year 2023 and free from any previous encumbrances.

Agreement Title: Palo Alto 3020 Firewall.



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**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: January 11, 2023