

## ITEM 4.4

### CITY MANAGER'S REPORT APRIL 8, 2024 CITY COUNCIL REGULAR MEETING

**ITEM:** **RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED SOFTWARE SUBSCRIPTION**

**RECOMMENDATION:** **Adopt a Resolution Ratifying the Purchase with CDW-G for a Cyber Security Related Software Subscription**

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#### **SUMMARY:**

On March 11, 2024, City Council approved for the Information Systems Department (ISD) to increase the budget for software subscriptions related to cyber security. The increase in funding was essential to maintain the ongoing enhancement of the City's cyber security systems. However, it's imperative to note that the details of the proposed cyber security software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information. Publishing these details could inadvertently provide malicious actors with valuable insights, potentially enabling them to exploit vulnerabilities and launch harmful cyber-attacks against our systems. Therefore, to safeguard against such threats and ensure the continued integrity of the City's cyber security infrastructure, the specific details of the software subscription must remain undisclosed.

The City Manager approved this purchase in March 2024, to expedite the implementation of the software by ISD, aligning with the urgency of achieving compliance with the rigorous standards set forth by the Department of Homeland Security (DHS). By promptly adopting this software, the City aims to bolster its cyber security posture, thereby mitigating potential risks and ensuring adherence to regulatory standards. Moreover, maintaining compliance with these standards is essential for securing cyber insurance coverage, which not only enhances our overall cyber security resilience but also has the potential to reduce associated costs. Hence, this investment serves as a proactive measure to fortify our cyber security defenses and safeguard the integrity of our digital infrastructure.

Tonight, Staff is requesting City Council adopt a resolution to ratify the purchase order with CDW-G for a sum not to exceed \$96,836.70 for the purchase of a one (1) year cyber security related software subscription.

#### **BACKGROUND:**

The approval of the budget increase for cyber security software subscriptions by the City Council on March 11th, 2024, marked a significant milestone in bolstering the City's cyber security posture. This augmentation was specifically earmarked to cover the expenses associated with acquiring cyber security software subscriptions, essential for aligning with the rigorous standards outlined by the National Institute of Standards and Technology (NIST). Compliance with these standards is not only

**CITY MANAGER'S REPORT**  
**APRIL 8, 2024 CITY COUNCIL REGULAR MEETING**  
**RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED**  
**SOFTWARE SUBSCRIPTION**

mandated by the Department of Homeland Security (DHS) and the Department of Justice (DOJ) but also required for the City to pursue State and Federal Grants in the future. Additionally, adherence to NIST guidelines enables the City to maintain its' cyber security insurance, thereby potentially reducing the overall cyber security insurance expenses incurred by the City. By investing in this initiative, the City demonstrates its commitment to proactive cyber security measures, ensuring resilience against emerging threats.

Staff requested quotes from twelve vendors and received the following responses in table 1 below.

Table 1

<b>Vendor</b>	<b>Total Amt (est. taxes &amp; shipping)</b>
CDW-G	\$96,836.70
Insight	\$121,469.80
ANS	\$152,622.84

Tonight, Staff is requesting City Council adopt a resolution to ratify the City Manager's signature approval of the purchase order with CDW-G in the amount of \$96,836.70.

**REASON FOR RECOMMENDATION:**

To ensure compliance with the requirements of the Department of Homeland Security (DHS) and the Department of Justice (DOJ), enhance the City's cyber security posture, maintain cyber security insurance coverage, and potentially reduce insurance premiums.

**FISCAL IMPACT:**

There are sufficient funds in the budget for GL 1010-17-20-435-10-00 as approved by the City Council on March 11<sup>th</sup>, 2024.

**ATTACHMENTS:**

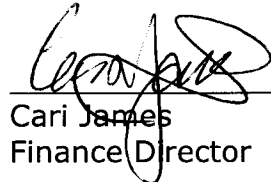
- A. Resolution Ratifying the Purchase with CDW-G for a Cyber Security Related Software Subscription
- B. Redacted PO #2024-712 with CDW-G for the Cyber Security Related Software Subscription

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**RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED**  
**SOFTWARE SUBSCRIPTION**

**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director


3-26-2024  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

3/27/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

3.28.2024  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

3.26.2024  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

4.1.24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE PURCHASE WITH CDW-G FOR A CYBER SECURITY RELATED SOFTWARE SUBSCRIPTION**

**WHEREAS**, on March 11, 2024, City Council approved an increased budget for the Information Systems Department (ISD) for software subscriptions related to cyber security; and

**WHEREAS**, this budget augmentation may be used for expenses associated with acquiring cyber security software subscriptions, including those essential for aligning with the rigorous standards outlined by the National Institute of Standards and Technology (NIST); and

**WHEREAS**, it is imperative to note that the details of the proposed cyber security software subscription cannot be publicly disclosed due to significant security risks associated with such sensitive information; and

**WHEREAS**, the City Manager approved this purchase in March 2024 to expedite the implementation of the software by ISD, aligning with the urgency of achieving compliance with the rigorous standards set forth by the Department of Homeland Security (DHS).

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby ratify the City Manager's approval of the purchase order with CDW-G in the amount of \$96,836.70 for a cyber security software subscription.

The foregoing resolution was passed and adopted this 8<sup>th</sup> day of April 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

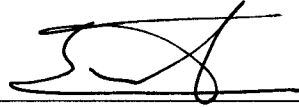
ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

# Attachment B



**Bill To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

## Purchase Order

No. 2024-00000712

Date 3/25/2024

## Resolution

The parties to this agreement are:

Vendor No. 1568

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

**Vendor**  
 CDW Government, Inc  
 75 Remittance Dr, Suite 1515  
 Chicago, IL 60675-1515

**Ship To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

SHIP VIA  
 FREIGHT TERMS  
 PAGE 1 of 3  
 ORIGINATOR Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.00	EACH	[REDACTED]	\$20,867.0100	\$41,734.02
2.00	EACH	[REDACTED]	\$4,731.3500	\$9,462.70
1.00	EACH	[REDACTED]	\$3,057.5300	\$3,057.53
1.00	EACH	[REDACTED]	\$42,031.5900	\$42,031.59
1.00	EACH	[REDACTED]	\$492.4400	\$492.44
1.00	EACH	[REDACTED]	\$58.4200	\$58.42

**\$96,836.70**

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

DocuSigned by:  
  
 3/26/2024  
 CITY OF LATHROP  
 RECOMMENDED FOR APPROVAL DATE

DocuSigned by:  
  
 3/26/2024  
 2C70D602BDDMER  
 VENDOR (Signature)  
 APPROVED BY DATE

4-1-24  
 CITY OF LATHROP  
 APPROVED BY DATE

Tim Sharkey 3/26/2024  
 VENDOR (Print Name)  
 APPROVED BY DATE

Special Instructions

Software Subscription [REDACTED]

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STANDARD PURCHASE ORDER  
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof, no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.  

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

**SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.**

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
  - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
  - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
  - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
  - (a) Worker's Compensation and Employer's Liability Insurance.
  - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.





Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

## QUOTE CONFIRMATION

**TONY FERNANDES,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

**ACCOUNT MANAGER NOTES:** Thank You.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
[REDACTED]	3/14/2024	[REDACTED]	1652748	\$96,836.70

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	2	[REDACTED]	\$20,867.01	\$41,734.02
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	2	[REDACTED]	\$4,731.35	\$9,462.70
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	1	[REDACTED]	\$3,057.53	\$3,057.53
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	1	[REDACTED]	\$42,031.59	\$42,031.59
[REDACTED] Mfg. Part# [REDACTED] UNSPSC: [REDACTED] Electronic distribution - NO MEDIA Contract: MARKET	1	[REDACTED]	\$492.44	\$492.44

**QUOTE DETAILS (CONT.)**

[REDACTED]	1	[REDACTED]	\$58.42	\$58.42
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Mfg. Part#: [REDACTED]  
Electronic distribution - NO MEDIA  
Contract: MARKET

<b>SUBTOTAL</b>	\$96,836.70
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	\$96,836.70

<b>PURCHASER BILLING INFO</b>	<b>DELIVER TO</b>
<b>Billing Address:</b> CITY OF LATHROP ACCTS PAYABLE 390 TOWNE CENTRE DR LATHROP, CA 95330-9358 Phone: (209) 941-7200 Payment Terms: NET 30-VERBAL	<b>Shipping Address:</b> CITY OF LATHROP TONY FERNANDES 390 TOWNE CENTRE DR LATHROP, CA 95330-9358 Phone: (209) 941-7200 Shipping Method: ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



**Sales Contact Info**

Tim Sharkey | (877) 881-6919 | [timshar@cdwg.com](mailto:timshar@cdwg.com)

**Need Help?**

- My Account
- Support
- Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager.