

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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AGREEMENT

36327

THIS AGREEMENT is made and entered, in duplicate, as of May 25, 2022 for reference purposes only, pursuant to Resolution No. RES-22-0069 adopted by the City Council of the City of Long Beach at its meeting on May 10, 2022, by and between MALLORY SAFETY AND SUPPLY, LLC, a Washington limited liability company ("Contractor"), with a place of business located at 1040 Industrial Way, ~~Longview~~, WA ^{Longview} 98632, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase a cyber security assessment; and

WHEREAS, the County of Fairfax has a contract for the purchase of a cyber security assessment, Contract No. 4400008495 ("County Contract"); and

WHEREAS, Resolution No. RES-22-0069 authorizes the City to purchase a cyber security assessment by virtue of the County Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The County Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the County Contract shall be applicable here except as follows:

A. Wherever the County Contract refers to the County of Fairfax, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City a cyber security assessment of substantially the same type and kind purchased under the County of Fairfax, except as modified by Exhibit "B" attached hereto and incorporated by this reference, in an annual amount not to exceed One Hundred Sixty Thousand Nine Hundred Thirty-Three Dollars (\$160,933). To the extent that

1 the County Contract and this Agreement are inconsistent, the following priority shall
2 govern: (1) this Agreement and (2) the County Contract.

3 C. The term of this Agreement shall commence at midnight on
4 May 18, 2022, and shall terminate at 11:59 p.m. on September 30, 2023, with
5 the option to renew for as long as the County Contract is in effect, at the
6 discretion of the City Manager.

7 D. Payment for the cyber security assessment purchased from
8 Contractor by the City shall be made by the City on delivery to and acceptance of
9 the cyber security assessment by the City and submittal of an invoice to the City.
10 Payment is due thirty (30) days after the date of the invoice.

11 E. All warranties shall accrue to the City of Long Beach.

12 2. Neither this Agreement nor any money that becomes due to
13 Contractor under this Agreement may be assigned by Contractor without the prior written
14 consent of the City Manager or his designee.

15 3. Any notice given under this Agreement shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
17 delivered or mailed to Contractor at the relevant address first stated above, and to the City
18 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
19 shall be deemed given three days after deposit in the mail.

20 4. The terms appearing on the County Contract are incorporated in this
21 Agreement.

22 5. Contractor shall cooperate with the City in all matters relating to self-
23 accrual of use tax. Contractor shall contact the City Treasurer for additional information
24 regarding self-accrual.

25 6. This Agreement and all documents which are incorporated by
26 reference in this Agreement constitute the entire understanding between the parties and
27 supersede all other agreements, oral or written, with respect to the subject matter of this
28 Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MALLORY SAFETY AND SUPPLY, LLC, a Washington limited liability company

July 18, 2022

By TAGALY
Name Tim Hoy
Title Manager

_____, 2022

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 2, 2022

By Linda J. Saturn
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on JULY 29, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

STATE OF OREGON

COUNTY OF Multnomah

Subscribed and sworn before me this 18 day of July, 2022 by _____

Timothy John Loy



Notary Public

My Commission Expires: 10-02-2023



EXHIBIT "A"

Fairfax County, VA

Contract #4400008495

for

Public Safety and Emergency Preparedness Equipment
and Related Services

with

Mallory Safety and Supply, LLC.

Effective: October 1, 2018

The following documents comprise the executed contract between the Fairfax County, VA and Mallory Safety and Supply, LLC., effective October 1, 2018:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP 200002547

Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

- a. The County's Request for Proposal RFP 200002547 and all Addenda;
- b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
- c. The Contractor's response to clarification questions dated March 28, 2018.
- d. The Contractor's response to items for negotiation dated April 12, 2018.
- e. This Memorandum of Negotiations;
- f. County's purchase order;
- g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP200002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.
2. The Contractor shall provide eCommerce rebates as outlined below:
 - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through eCommerce.
 - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through eCommerce.
 - Conditions: The agency total purchases for the annual contract period must be greater than \$20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

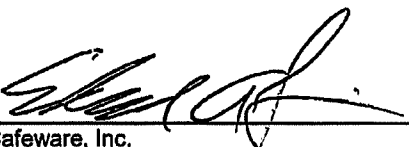
3. Large sales greater than \$20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.
4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.
5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.
6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.
7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:


Safeware, Inc.

6/6/18
Date

Shawn Murray
Mallory Safety and Supply, LLC.

6/6/18
Date

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent

6/7/18
Date

EXHIBIT “B”



Pricing

Pricing Breakout	
Risk Assessment- Human (includes Webinar and E-learning creation)	\$ 72,288.89
Risk Assessment - Systems	\$ 34,977.78
Pen Testing	\$ 44,333.35
Project Management	\$ 9,333.35
Sales Tax (not applicable)	\$
Subtotal	\$ 160,933.37
Add Bond, if applicable	\$

Clarifications

- ✦ External Network Penetration Test:
 - Up to ten (10) total days of effort
 - Up to five hundred (500) live hosts
 - LBDP will provide host targeting information; Clear Cloud team will not perform asset discovery.
 - Testing to be conducted during Standard Business hours
- ✦ The following include the responsibilities of **LBDP** to be performed prior to the engagement:
 - Designate a Project Manager to work with Rapid7. Where onsite services are necessary, the Project Manager will arrange for access to the business site during normal business hours
 - Ensure all key network, security, or other Customer personnel are accessible for interview or meetings as necessary for services
 - Provide Rapid7 with a list of relevant documentation (i.e., policies, procedures, diagrams, flow charts, etc.) necessary for Services, prior to the commencement of Services described in this SOW
 - Provide necessary access to the systems and applications in scope
- ✦ Site equipment information provided by **LBDP** to Team

Network Equipment:

 - 2 External IP Addresses
 - 3,139 Internal IP Addresses
 - Estimated Live Internet-Exposed Resources, 34 servers, 2 VPN gateways, 1 website and at least 2 firewalls
 - 2 authorized third party vendors that can access the network

WEB Applications:

- The LBDP has a few internal web applications, but they are not accessed from the Internet. All Internet facing web applications will be on the City's website.

Wireless Networks: