

28280

City of Long Beach

Transaction Document No. 40 to Master Purchase Agreement No. 28280

Dell Marketing L.P. ("Dell") and the City of Long Beach ("Buyer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 28280, wherein Buyer will purchase from Dell and Dell will sell to Buyer various software support substantially specified in Exhibit A in an amount not to exceed \$114,264.22.

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

DELL MARKETING L.P.

August 15, 2017

By [Signature]

Officer's Title Contracts Manager

\_\_\_\_\_, 2017

By [Signature]

Officer's Title Public Contract Manager

"Dell"

CITY OF LONG BEACH

August 28, 2017

By [Signature]  
City Manager

"Buyer" Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301  
OF THE CITY CHARTER

This Transaction Document No. 40 is hereby approved as to form on

8-22, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Amy R. Webber  
Deputy City Attorney

# Exhibit A



## A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Total:\$114,264.22**

**Quote number:**  
1021635810117.1

**Quote date:**  
Aug. 3, 2017

**Quote expiration:**  
Sep. 2, 2017

**Company name:**  
CITY OF LONG BEACH

**Customer number:**  
752385

**Phone:**  
(562) 318-6125

**Sales rep information:**  
Jeff Khamthansy  
Jeff\_Khamthansy@DELL.com  
(800) 456-3355  
Ext: 5131879

**Bill to:**  
CITY OF LONG BEACH  
333 W OCEAN BLVD FL 12  
333 W OCEAN BLVD FL 12  
LONG BEACH  
CA 90802-7972  
US  
(562) 318-6125

### Pricing Summary

Item	Qty	Unit price	Subtotal
LONG BEACH BMC CONTROL M SUITE SUPPORT 7/1/17-6/30/18	1	\$114,264.22	\$114,264.22
<b>Subtotal:</b>			\$114,264.22
<b>Shipping:</b>			\$0.00
<b>Environmental Fees:</b>			\$0.00
<b>Non-Taxable Amount:</b>			\$0.00
<b>Taxable Amount:</b>			\$0.00
<b>Estimated Tax:</b>			\$0.00
<b>Total:</b>			<b>\$114,264.22</b>

## Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Jeff Khamthansy

Order this quote easily online through your [Premier page](#),  
or if you do not have Premier, using [Quote to Order](#)

## Shipping Group 1

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<b>Shipping Contact:</b> SAM MARRERO	<b>Shipping phone:</b> (562) 570-5102	<b>Shipping via:</b> Not available	<b>Shipping Address:</b> CITY OF LONG BEACH LOWER LEVEL LONG BEACH CA 90802-4681 US
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SKU	Description	Qty	Unit Price	Subtotal
	LONG BEACH BMC CONTROL M SUITE SUPPORT 7/1/17-6/30/18	1	\$114,264.22	\$114,264.22

**Contract Code: 69AHG**

**Customer Agreement No: 3-16-70-0012B**

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A9847243	LONG BEACH BMC CONTROL M SUITE SUPPORT 7/1/17-6/30/18	1	-	-
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<b>Subtotal:</b>	\$114,264.22
<b>Shipping:</b>	\$0.00
<b>Environmental Fees:</b>	\$0.00
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	<b>\$114,264.22</b>

## Important Notes

### Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale ([www.dell.com/CTS](http://www.dell.com/CTS)), which incorporate Dell's U.S Return Policy([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version ([www.dell.com/SEULA](http://www.dell.com/SEULA)) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:

A.  If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.

B.  By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

*Sales rep: Jeff Khamthansy | Quote number: 1021635810117.1*

## Important Notes

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### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.