

# City of Long Beach 28280

28280

## Transaction Document No. 51 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 computer software specified in Exhibit A in an amount not to exceed \$96,350.

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.

September 10, 2019

DELL MARKETING L.P.

By Alison Harrington

~~Officer's Title~~ Commercial Counsel, Dell Legal  
~~Dell Authorized Signatory Title~~

September 9, 2019

By Rudhy McAllen

~~Officer's Title~~ Commercial Counsel, Dell Legal  
~~Dell Authorized Signatory Title~~  
"Dell"

Sept 13, 2019

CITY OF LONG BEACH

By [Signature]  
City Manager

**Tom Modica**  
**Assistant City Manager**

"Buyer"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

This Transaction Document No. 51 is hereby approved as to form on

Sept. 11, 2019.

CHARLES PARKIN, City Attorney

By [Signature]  
Amy R. Webber  
Deputy City Attorney

5110066 TO VN11:51



**A quote for your consideration.**

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	<b>1017807364693.1</b>	<b>Sales Rep</b>	Jeff Khamthansy
<b>Total</b>	<b>\$96,350.00</b>	<b>Phone</b>	(800) 456-3355, 5131879
<b>Customer #</b>	752385	<b>Email</b>	Jeff_Khamthansy@DELL.com
<b>Quoted On</b>	Aug. 22, 2019	<b>Billing To</b>	RECEIVING DEPT
<b>Expires by</b>	Sep. 21, 2019		CITY OF LONG BEACH
			411 W OCEAN BLVD
			7TH FL
			LONG BEACH, CA 90802-4511

**Message from your Sales Rep**

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Jeff Khamthansy

**Shipping Group**

<b>Shipping To</b>	<b>Shipping Method</b>
SAM MARRERO CITY OF LONG BEACH LOWER LEVEL LONG BEACH, CA 90802-4681 (562) 570-5102	Not available

Product	Unit Price	Qty	Subtotal
LONG BEACH BMC BNDL LIC/MNT	\$96,350.00	1	\$96,350.00

<b>Subtotal:</b>	<b>\$96,350.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$96,350.00</b>

## Shipping Group Details

### Shipping To

SAM MARRERO  
CITY OF LONG BEACH  
LOWER LEVEL  
LONG BEACH, CA 90802-4681  
(562) 570-5102

### Shipping Method

Not available

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<b>LONG BEACH BMC BNDL LIC/MNT</b>			<b>Qty</b>	<b>Subtotal</b>
Contract # C000000006563		<b>\$96,350.00</b>	<b>1</b>	<b>\$96,350.00</b>
<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Subtotal</b>
LONG BEACH BMC BNDL LIC/MNT	AA784996	-	1	-

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<b>Subtotal:</b>	<b>\$96,350.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$96,350.00</b>

## Important Notes

### 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, which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy and Warranty (for Consumer warranties; for Commercial warranties).

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 and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S.

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at ("Satisfaction Guarantee") and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

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.