

City of Long Beach 28280

Transaction Document No. 56 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 equipment and related products substantially specified in Exhibits A and B in an aggregate amount not to exceed \$245,813.51

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.

September 11, 2020

By Chun Huan

Officer's Title Contract Administrator

September 11, 2020

By Alysa Sawyer

Officer's Title Contract Administrator

"Dell"

CITY OF LONG BEACH

_____, 2020

By _____
City Manager

"Buyer"

This Transaction Document No. 56 is hereby approved as to form on _____, 2020.

CHARLES PARKIN, City Attorney

By _____
Erin Weesner-McKinley
Deputy City Attorney

City of Long Beach

Transaction Document No. 56 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 equipment and related products substantially specified in Exhibits A and B in an aggregate amount not to exceed \$245,813.51

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.

September 11, 2020

By Alissa Sauer

Officer's Title Contract Administrator

September 11, 2020

By Alissa Sauer

Officer's Title Contract Administrator

"Dell"

CITY OF LONG BEACH

September 18, 2020

By Linda F. Tatum
City Manager

"Buyer"

This Transaction Document No. 56 is hereby approved as to form on
September 16, 2020.

CHARLES PARKIN, City Attorney

By Erin Weesner-McKinley
Deputy City Attorney

CERTIFICATE OF AUTHORITY

This is to certify that the below named individual has been granted the authority to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Marketing L.P. and its affiliate, EMC Corporation, in accordance with Dell's Global Signature Policy.

Name	Title
Alyssa Sayles	Contract Administrator, Dell Legal



Sean M. Condon
Senior Legal Director
Dell Technologies

April 28, 2020

Date

CERTIFICATE OF AUTHORITY

This is to certify that the below named individual has been granted the authority to execute agreements, proposal documents, certificates and representations on behalf of and in the name of Dell Marketing L.P. and its affiliate, EMC Corporation, in accordance with Dell's Global Signature Policy.

Name	Title
Charyne Greenup	Contract Administrator, Dell Legal



Sean M. Condrón
Senior Legal Director
Dell Technologies

April 28, 2020

Date



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**.

Quote No.	1024407634178.1	Sales Rep	Jeff Khamthansy
Total	\$99,131.27	Phone	(800) 456-3355, 5131879
Customer #	140642061	Email	Jeff_Khamthansy@DELL.com
Quoted On	Jun. 24, 2020	Billing To	ADMINISTRATION SERVICES
Expires by	Jul. 24, 2020		CITY OF LONG BEACH
			411 W OCEAN BLVD
			7TH FL
			LONG BEACH, CA 90802

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

Shipping To	Shipping Method
ADMINISTRATION SERVICES	Standard Delivery
CITY OF LONG BEACH	
411 W OCEAN BLVD	
7TH FL	
LONG BEACH, CA 90802	
(562) 570-6982	

Product	Unit Price	Qty	Subtotal
LONG BEACH CTY BMC PERP LIC/MAINT RNWL	\$99,131.27	1	\$99,131.27
	Subtotal:		\$99,131.27
	Shipping:		\$0.00
	Estimated Tax:		\$0.00
	Total:		\$99,131.27

Shipping Group Details

Shipping To

ADMINISTRATION SERVICES
CITY OF LONG BEACH
411 W OCEAN BLVD
7TH FL
LONG BEACH, CA 90802
(562) 570-6982

Shipping Method

Standard Delivery

		Qty	Subtotal
LONG BEACH CTY BMC PERP LIC/MAINT RNWL	\$99,131.27	1	\$99,131.27
Contract # 70137			
Customer Agreement # Dell Std Terms			

Description	SKU	Unit Price	Qty	Subtotal
LONG BEACH CTY BMC PERP LIC/MAINT RNWL	AB215705	-	1	-

Subtotal:	\$99,131.27
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$99,131.27



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**.

Quote No.	3000068307808.1	Sales Rep	Daniel Allen
Total	\$146,682.24	Phone	(800) 456-3355, 7288847
Customer #	140642061	Email	Daniel_Allen2@Dell.com
Quoted On	Sep. 04, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Sep. 30, 2020		CITY OF LONG BEACH
			333 W OCEAN BLVD FL 12
			LONG BEACH, CA 90802-7972

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,
Daniel Allen

Shipping Group

Shipping To	Shipping Method
SAM MARRERO	Standard Delivery
CITY OF LONG BEACH	
LOWER LEVEL	
333 W OCEAN BLVD	
LONG BEACH, CA 90802-4681	
(562) 570-5102	

Product	Unit Price	Qty	Subtotal
LONG BEACH BMC CONTROL M PLATFORMS LIC SUB MNT 1YR Master Agreement Number 28280	\$146,682.24	1	\$146,682.24

Subtotal:	\$146,682.24
Shipping:	\$0.00
Non-Taxable Amount:	\$146,682.24
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$146,682.24
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Qty	Subtotal
LONG BEACH BMC CONTROL M PLATFORMS LIC SUB MNT 1YR	\$146,682.24	1	\$146,682.24

Estimated delivery if purchased today:

Oct. 01, 2020

Contract Code: C000000010479

Description	SKU	Unit Price	Qty	Subtotal
LONG BEACH BMC CONTROL M PLATFORMS LIC SUB MNT 1YR	AB321924	-	1	-

Subtotal:	\$146,682.24
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$146,682.24

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.