# Transaction Document No. 28 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 services substantially specified in Exhibits A thru D in an aggregate amount not to exceed \$162,000.00

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 20	, 2014	By Amy Juy	
·		Title Contract Manager	
August 20	, 2014	By Klin Paully	)
		Title Contracts Manager	
		"Dell"	
September 4	, 2014	CITY OF LONG BEACH  By Manager  "Buyer"	STANT CITY MANAGE EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
	Document No. _, 2014.	28 is hereby approved as to form	on
v		By Kendra Carney Deputy City Attorney	ey 

# EXHIBIT A



# **QUOTATION**

Quote #: Customer #: Contract #: CustomerAgreement #:

Quote Date:

Date: 8/6/2014 Cus

**Customer Name:** 

688284952 752385 WN99ABZ WSCA B27160 08/06/2014

**CITY OF LONG BEACH** 

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional	Information			
SALES REP:	SAMANTHA A SPIERS	PHONE:	1800 - 4563355	
Email Address:	Samantha Spiers@DELL.com	Phone Ext:	5139126	

GROUP: 1 QUANTITY: 240 SYSTEM PRICE: \$197.24 GROUP TOTAL: \$4	7,337.60
Description	Quantity
Dell 24 Monitor - E2414H (320-9776)	240
4th Year Limited Warranty Extension, Monitor, Advanced Exchange (983-2718)	240
3YR Limited Warranty Monitor, Advanced Exchange (983-2847)	240
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	240

*Total Purchase Price:	\$50,885.18
Product Subtotal:	\$46,377.60
Tax:	\$3,547.58
Shipping & Handling:	\$0.00
State Environmental Fee:	\$960.00
Shipping Method:	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

### **Statement of Conditions**

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and



# **QUOTATION**

Quote #: Customer #: Contract #: CustomerAgreement #:

Quote Date:

Date: 8/6/2014 Customer Name:

688285064 752385 WN99ABZ WSCA B27160 08/06/2014

CITY OF LONG BEACH

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Sales Professional	Information		
SALES REP:	SAMANTHA A SPIERS	PHONE:	1800 - 4563355
Email Address:	Samantha Spiers@DELL.com	Phone Ext:	5139126

GROUP: 1 QUANTITY: 6 SYSTEM PRICE: \$647.24 GROUP TOTAL: \$3,	883.44
Description	Quantity
Dell UltraSharp 27 Monitor - U2713HM (225-4015)	6
Dell Hardware Warranty, Extended Year (968-2216)	6
Dell Hardware Warranty, Initial Year (968-2218)	6
Advanced Exchange, 3 Year Extended (968-2226)	6
Advanced Exchange, Initial Year (968-2232)	6
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	6

GROUP: 2 QUANTITY: 28 SYSTEM PRICE: \$347.99 GROUP TOTAL: \$9	,743.72
Description	Quantity
Dell UltraSharp UZ2715H Monitor (210-ACPU)	28
Dell Hardware Warranty, Extended Year (974-7280)	28
Dell Hardware Warranty, Initial Year (974-7281)	28
Premium Panel Warranty Advanced Exchange, Initial Year (974-7283)	28
Premium Panel Warranty Advanced Exchange, 3 Year Extended (974-7284)	28
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	28

GROUP: 3 QUANTITY: 110 SYSTEM PRICE: \$257.24 GROUP TOTAL: \$28	,296.40
Description	Quantity
Dell UltraSharp 23" Multimedia Monitor - UZ2315H (859-BBDC)	110
4th Year Limited Warranty Extension, Monitor, Advanced Exchange (983-7873)	110
State Environmental Fee for display 15 inches, less than 35 inches (600-0277)	110

SOFTWARE & ACCESSORIES	GROUP TO	OTAL: \$3,899	.60
Product	Quantity	Unit Price	Total
Dell MSA14 Single Monitor Arm Stand, Customer Install			
(332-1235)	40	\$97.49	\$3,899.60

*Total Purchase Price:	\$49,364.94
Product Subtotal:	\$45,247.16
Tax:	\$3,541.78
Shipping & Handling:	\$0.00
State Environmental Fee:	\$576.00
Shipping Method:	LTL 5 DAY OR LESS

(\* Amount denoted in \$)

### Statement of Conditions

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Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

#### **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 hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<a href="www.dell.com/cTS">www.dell.com/cTS</a>), which incorporate Dell's U.S. Return Policy (<a href="www.dell.com/returnpolicy">www.dell.com/returnpolicy</a>) and Warranty (<a href="www.dell.com/warrantyterms">www.dell.com/warrantyterms</a>).

## EXHIBIT B

X Shop at Dell

# **QUOTATION**

Quote #: 687465695 Customer #: 24855614 WN99ABZ Contract #: CustomerAgreement #: WSCA B27160 07/25/2014 **Quote Date:** 

Date: 7/25/2014 **Customer Name: NETWORK/DESKTOP SRVCS BUREAU** 

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

## **Sales Professional Information**

PHONE: 1800 - 4563355 SALES REP: SAMANTHA A SPIERS

Phone Ext: 5139126 **Email Address:** Samantha Spiers@DELL.com

#### GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$13,183.06 **GROUP TOTAL: \$13,183.06**

Description	Quantity
PowerEdge M620 Blade Server, Intel Xeon E-26XX Processors (210-ABVM)	1
PowerEdge M620 Regulatory Label, DAO (389-BDFT)	1
Hard Drive Blank (400-ABHQ)	1
PowerEdge M620 Motherboard, TPM, Intel Xeon E5-26XX v2 Processors (591-BBBM)	1
No OS, No Utility Partition (421-2869)	1
Broadcom 57810-k Dual port 10Gb KR Blade Network Daughter Card (430-4398)	1
Broadcom 57810-k Dual Port 10Gb KR Mezzanine Network Adapter (430-4401)	1
Qlogic QME2572 8Gbps Fibre Channel I/O Mezz Card for M-Series Blades (342-4782)	1
No Operating System Media Kit (420-1908)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (936-2207)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-5208)	1
Dell ProSupport Plus. For tech support, visit www.dell.com/prosupport/regionalcontacts (951-2015)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (951-6571)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (951-6577)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (951-6594)	. 1
On-Site Installation Declined (900-9997)	1
Proactive Maintenance Service Declined (926-2979)	1
On-Site Installation Declined (900-9997)	1
Shipping Material, Individual Blade, PE M620, Systems Docs, OpenManage Kit (331-4355)	1
Information Tag (332-0114)	1
12G iDRAC7 Enterprise for Blades (421-5357)	1
Serial-Attach SCSI Backplane for M620 (331-4358)	1
Standard Cooling (331-4951)	1
Diskless Configuration with PERC (331-8676)	1
H310 Controller (331-4365)	1

PE M620 Heatsink For 2 Processors,LGA,3X3.9X1.26 (331-4362)	1
Intel Xeon E5-2695v2 2.4GHz, 30M Cache, 8.0GT/s QPI, Turbo, HT, 12C, 115W, Max	4
Mem 1866MHz (338-BCUG)	1
DIMM Blanks for Systems with 2 Processors (317-8688)	1
PE M620 Heatsink For 2 Processors,LGA,3X3.9X1.26 (331-4362)	1
Intel Xeon E5-2695v2 2.4GHz, 30M Cache, 8.0GT/s QPI, Turbo, HT, 12C, 115W, Max Mem 1866MHz, 2nd Proc (338-BCUJ)	1
16GB RDIMM, 1866MT/s, Standard Volt, Dual Rank, x4 Data Width (370-AAWL)	20
1866MT/s RDIMMs (370-AAWM)	1
Performance Optimized (331-4428)	1
No Hard Drive (341-9160)	1
No System Documentation, No OpenManage DVD Kit (310-5171)	1
2GB SD Card For RIPS (342-1627)	1
2GB SD Card For RIPS (342-1627)	1
Enable Redundant SD Cards (468-4612)	1

*Total Purchase Price:	\$14,176.13
Product Subtotal:	\$13,183.06
Tax:	\$993.07
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

#### Statement of Conditions

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

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms

(www.dell.com/servicecontracts/global).

If this purchase includes software: in add ition 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 (<a href="https://www.dell.com/AEULA">www.dell.com/AEULA</a>) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (<a href="https://www.dell.com/SEULA">www.dell.com/SEULA</a>).

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. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate

### EXHIBIT C

Shop at Dell

# QUOTATION

Quote #: 688293757
Customer #: 98581541
Contract #: 70137

CustomerAgreement #: Dell Std Terms
Quote Date: 08/06/2014

Date: 8/6/2014 Customer Name: CA-L CITY OF LONG BEACH

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

#### Sales Professional Information

SALES REP: SAMANTHA A SPIERS PHONE: 1800 - 4563355

Email Address: Samantha\_Spiers@DELL.com Phone Ext: 5139126

#### **SOFTWARE & ACCESSORIES GROUP TOTAL: \$15,161.64 Product** Quantity **Unit Price** Total VLA WINDOWS SERVER DATACENTER PER 2 PROCESSORS 2012 R2 (A7285284) 1 \$3,996.56 \$3,996.56 VLA SQL SERVER STD 2014 (A7638066) 1 \$582.50 \$582.50 VLA VMWARE VSPHERE ENTERPRISE PLUS - ( V. 5 ) -LICENSE (A5387719) \$3,036.24 \$6,072.48 VLA VMWARE PROD SUP/SUB VSPHERE 5 ENT PLUS 1 2 PROC 3YR (A5387721) \$2,255.05 \$4,510.10 ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532) · \$0.00 \$0.00

*Total Purchase Price:	\$15,161.64
Product Subtotal:	\$15,161.64
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (<a href="https://www.dell.com/servicecontracts/global">www.dell.com/servicecontracts/global</a>).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license

### EXHIBIT D



# QUOTATION

Quote #: Customer #: Contract #:

98581541 70137

686828757

CustomerAgreement #: **Quote Date:** 

**Dell Std Terms** 07/16/2014

Date: 7/16/2014

**Customer Name:** 

**CA-L CITY OF LONG BEACH** 

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

SALES REP:

SAMANTHA A SPIERS

PHONE:

1800 - 4563355

Email Address:

Samantha Spiers@DELL.com

**Phone Ext:** 

**GROUP TOTAL: \$31.600.00** 

5139126

# SOFTWARE & ACCESSORIES

Product	Quantity	Unit Price	Total
VLA PROTECTION SUITE ENTERPRISE ED 4.0 PER USER 1YR ESS MAINT RNWL (A7853454)	4000	\$7.90	\$31,600.00
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	\$0.00	\$0.00

*Total Purchase Price:	\$31,600.00
Product Subtotal:	\$31,600.00
Тах:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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(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 - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End

User License Agreement - Type S (<a href="https://www.dell.com/SEULA">www.dell.com/SEULA</a>).

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 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 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 terms in their entirety. applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Deli that expressly references such

Additional Terms for Public Customers