



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 05/21/2024

** = Mandatory, information must be provided*

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

Dell Marketing LP (Headquarters: Round Rock, TX)

***Project Title/Description:**

Dell Hardware, Software, Peripherals, and Related Services

***Purpose:**

Award: Master Agreement No. MA-PO-24-164. This Master Agreement is for an initial term that commences on 05/21/2024 and will terminate on 06/30/2025 with an annual not-to-exceed annual award amount of \$8,000,000.00 (including sales tax) and includes three (3) one-year renewal options. Administering Departments: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 24-151, the Procurement Director approved the use of State of Arizona Participating Addendum CTR068890, effective 11/30/2023, which was awarded through competitive procedures comparable to those set forth by Pima County Procurement Code.

PRCUID: 512904

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

This continued agreement will allow Pima County to obtain quotes and purchase from Dell goods and services to include desktops, laptops, tablets, servers, storage, printers, and software.

***Public Benefit:**

Provide Pima County with reliable and cost effective IT products and related services to ensure employees can efficiently perform their duties.

***Metrics Available to Measure Performance:**

Continuation of the usage of Dell equipment, peripherals, software, and related services, ITD can reduce downtime in its provision of equipment and services to County Departments and Staff.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-164
Commencement Date: 05/21/24 Termination Date: 06/30/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 8,000,000.00 * Revenue Amount: \$

*Funding Source(s) required: Internal Service Funds

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Brandon Morgan Acting Division Manager, Troy McMaster
Department: Procurement Director, Terri Spencer
Department Director Signature: Javier Baca Date:
Deputy County Administrator Signature: Date: 5-3-2024
County Administrator Signature: Date: 5/3/2024

Pima County Procurement Department

Administering Department: Information Technology

Project: Dell Hardware, Software, Peripherals, & Related Services

Contractor: Dell Marketing LP
One Dell Way
Round Rock TX, 78682

Amount: \$8,000,000.00

Contract No.: MA-PO-24-164

Funding: Internal Service Funds

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Dell Marketing LP ("Contractor").
- 1.2. Purpose. The Pima County Information Technology Department requires Dell Hardware, Software, Peripherals, & Related Services.
- 1.3. Authority. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. The County has entered into such an agreement with State of Arizona (Pima County contract no. Arizona State Purchasing Cooperative Agreement).
- 1.4. Contract.
 - 1.4.1. State of Arizona entered into a contract (CTR068890) for specified goods and services with Contractor, which is currently in effect (the "State of Arizona Contract"). The Contract is incorporated into this Contract by this reference.
 - 1.4.2. Section 1.7 of the State of Arizona Contract provides that another governmental entity with which State of Arizona has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the State of Arizona Contract.

2. Term.

- 2.1. Initial Term. This Contract commences on May 21, 2024 and will terminate on June 30, 2025 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may mutually agree to renew this Contract for up to three (3) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal amendment pursuant to Section 31.

- 3. Scope of Services. Contractor will provide County with the services describe in NASPO/State of Arizona Contact Dell Service Catalog by reference, at the dates and times described

contains no dates or time frames, then upon demand. Contractor must comply with all requirements and specifications in the State of Arizona Contract, except where altered by this Contract.

3.1. Order of Precedence. All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. MA-PO-24-164.

3.1.3. To the extent applicable, the State of Arizona Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. Intentionally Omitted.

5. Compensation and Payment.

5.1. Not-To-Exceed ("NTE") Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$8,000,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal amendment executed by the Parties pursuant to Section 31. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.2. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.3. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

6. Insurance. See Section 1.2 in State of Arizona Supplement B Special Terms and Conditions, mention of State of Arizona is passed on to County.

7. Indemnification. See Section 6.2 State of Arizona Uniform Terms and Conditions.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders applicable to the Contractor's obligations under the Agreement.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

- 9. Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local applicable taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes according to what is established in the NASPO Agreement.
- 10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. Assignment.** See Section 5.3 of State of Arizona Uniform Terms and Conditions.
- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference. See Section 9 of State of Arizona Uniform Terms and Conditions.
- 17. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:
Terri Spencer, Procurement Director
Pima County Procurement

Contractor:
Ashley Salinas, SLED Contract Program Manager
Dell Technologies

150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722
terri.spencer@pima.gov

One Dell Way
Round Rock TX, 78682
512.720.6034
a.salinas@dell.com

18. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

19. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

20. Severability. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

21. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third-party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

22. Public Records. See State of Arizona Special Terms and Conditions Section 3.6.

23. Legal Arizona Workers Act Compliance.

23.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

24. Intentionally Omitted.

25. Written Orders. County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

- 26. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 27. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 28. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- 29. Amendment.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.
- 30. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Dell Marketing LP

Chair, Board of Supervisors

Katherine Castillo

Authorized Officer Signature

Date

Katherine Castillo- Paralegal Advisor

Printed Name and Title

05/01/2024

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Sarah Meadows

Deputy County Attorney

Sarah Meadows 5-1-2024

Printed DCA Name



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2400000000000000164

MA Version: 1

Page: 1 of 2

Description: Dell Hardware, Software, Peripherals, & Related Services

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	Issued By: BRANDON MORGAN
	Phone: 5207249510
	Email: brandon.morgan@pima.gov

T E R M S	Initiation Date: 05-21-2024
	Expiration Date: 06-30-2025
	NTE Amount: \$8,000,000.00
	Used Amount: \$0.00

V E N D O R	DELL MARKETING LP	Contact: SALES
	PO BOX 802816 C/O DELL USA LP	Phone: 888-518-3355
	CHICAGO IL 60680-2816	Email: MPA_West_Orders@dell.com
		Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
Award: Master Agreement No. MA-PO-24-164. This Master Agreement is for an initial term that commences on 05/21/2024 and will terminate on 06/30/2025 with an annual not-to-exceed annual award amount of \$8,000,000.00 (including sales tax) and includes three (3) one-year renewal options. Administering Departments: Information Technology.	
Attachment: Cooperative Procurement Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 2400000000000000164

MA Version: 1

Page: 2 of 2

Line	Description					
1	Hardware Purchase - Free-Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
2	Software Purchase - Free-Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
3	Software Maintenance - Free-Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
4	Hardware Maintenance - Free-Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			