

CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT
44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550 FAX (630) 256-3559 PURCHASE ORDER **297117**

DATED: 11/12/2021

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DELL MARKETING LP ONE DELL WAY ROUND ROCK, TX 78682 S CITY OF AURORA
IT
P 44 E DOWNER PLACE
SECOND FLOOR
T AURORA, IL 60507

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION # 0000152421			REQUISITION DATE	TERMS	DATE REQUIRED	IL 1	IL TAX EXEMPTION #	
			11/12/2021	NET	12/31/2021		E9996-0842-07	
ACCOUNT#			CUSTOMER ACCT#	CONTRACT#	PROJECT#		FEIN	
101-1380-419-3811							36-6005778	
LINE#	QUANTITY	MOU	ITEM N	UMBER AND DESCRIPTION	ı u	NIT COST	EXTENDED COS	

CONFIRMATION COPY - DO NOT DUPLICATE

1.00 EA M365 SECURITY GCC SU MVL DEFENDER FOR O365

29,634.0000

29,634.00

PER QUOTE COA111021 DATED 11/10/21 \$9878 per month, through February 2022

MICROSOFT SOFTWARE FROM THE STATE OF ILLINOIS DEPARTMENT OF INNOVATION AND TECHNOLOGY JOINT PURCHASING COOPERATIVE CONTRACT CMT #1176800

Per City of Aurora Resolution R21-075 dated April 13, 2021 change order

TOTAL AMOUNT: \$29,634.00

DIRECTOR OF PURCHASING

Jolene Coulter

THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY

EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE

CITY OF AURORA, ILLINOIS PURCHASE ORDER TERMS AND CONDITIONS

- This purchase order, is an offer to purchase the indicated goods or services. Acceptance of this purchase order is
 evidence that a contract exists between the vendor (contractor) and the City of Aurora. This purchase order, when
 indicated CONFIRMING, is issued as evidence that a contractual agreement has been reached between the vendor
 (contractor) and the City of Aurora.
- All applicable portions of the Uniform Commercial Code shall govern this contract between the vendor and the City of Aurora.
- 3. All pricing must be FOB delivery point, prepaid. Where shipping costs are not included in the stated price on the purchase order, the vendor shall prepay such costs and add to the invoice. COD shipping will NOT be accepted without specific prior arrangement.
- 4. Price: Order shall not be shipped or invoiced at prices higher than those last charged or shown hereon except by express written agreement with the City of Aurora.
- 5. INVOICES AND PACKING SLIPS: Email (PurchasingDL@aurora-il.org), or fax (630-256-3559) or mail invoice with Bill of Lading and/or Freight Bill immediately after each shipment to purchasing. INVOICES NOT SUBMITTED TO PURCHASING WILL DELAY PAYMENT. Packing slip must accompany each shipment.
- 6. Under the Illinois Local Government Prompt Payment Act, all approved invoices are processed within 30 days. It shall be understood that the cash discount period will extend to the date that invoices are paid.
- 7. TERMS: If terms are other than stated on this order, please advise Director of Purchasing.
- 8. NON PERFORMANCE: Time is of the essence for completion of this order. Buyer reserves the right to cancel this order or any portion hereof if delivery or performance is not made within specified time. Seller agrees to notify Director of Purchasing of any delay in shipment.
- MARKING SHIPMENT: All packages, etc., MUST be marked with our order number and ordering department name to assure timely payment.
- 10. QUALITY AND INSPECTION: City reserves the right to inspect all shipments after delivery and to reject any material which may be defective or not in accordance with specifications as to quality or performance.
- 11. SHIPMENT: Deliveries will be refused if not sent to "Ship To" address.
- 12. PATENTS/COPYRIGHTS: By accepting this order you agree to defend, protect and save harmless the City of Aurora, Illinois its successors, assigns, and customers and the user of its products against all suits in law, or in equity, and from all damage claims and demands for actual or alleged infringements of the United States, or foreign letters patent, by reason of the use of articles hereby ordered.
- 13. EQUAL EMPLOYMENT OPPORTUNITY: Seller agrees to comply with all rules and regulations pertaining to Local Government Public Contracts adopted by the State of Illinois and the City of Aurora. The City of Aurora is an equal opportunity employer.
- 14. OSHA: Equipment and material delivered shall be in accordance with OSHA Rules and Regulations in effect at the time of the order.
- 15. ADA: Vendor shall be in compliance with current applicable regulations of the Americans with Disabilities Act.
- 16. Contractor shall be in compliance with the Illinois Prevailing Wage Act where applicable.
- 17. TOXIC SUBSTANCE DISCLOSURE TO EMPLOYEES ACT: All vendors must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials supplied and covered by said act. Material Safety Data Sheets (MSDS) shall be provided with each shipment at time of delivery.
- 18. Any act done or omitted to be done by the seller in violation or disregard of the foregoing terms and conditions shall not be binding upon the purchase nor shall the purchaser be responsible *for* any damage or loss to the seller arising out of, or in consequence of any such act or omission.



The PO needs to be addressed to DELL sydney laughley@dell.com Software Account Manager Kathryn DeMello

EA #8671039

Enrollment # 8671039 Expiration 11/30/21 Quote # Date Company Jeff Anderson

Contact Email

Email <u>AndersonJ@aurora.il.us</u> Customer DCN 5488605

MFG. Part #	Item Name	Qty Needed	Unit Price Per Month	Tota	Total Per Month
	20 Ho Co. 11	STATE OF THE STATE			
8ZZ-00004	M365 G5 Security GCC SU MVL Defender for O365 Plan 1 GCC Per User	1,100		\$8.98	\$9,878.00
			THE RESERVE TO SERVE THE PROPERTY OF THE PARTY OF THE PAR	Control of the second	The second second second
			B Month Total	\$	29,634.00
			12 Month Total	S	118,536.00
			12 Month Total	\$	118,536.00
			Total Price (27 months)	\$	266,706.00
					1

Contract Code: C000000765005

State of IL Contract