

RESOLUTION No. 24-98

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE USE OF THE EXISTING AGREEMENT BETWEEN DELL AND NASPO VALUEPOINT COOPERATIVE PROCUREMENT PROGRAM COMPUTER EQUIPMENT MASTER AGREEMENT No. 23026 DELL MARKETING LP AND STATE OF FLORIDA AGREEMENT No. 43210000-23-NASPO-ACS, TO PURCHASE VIDEO ANALYTICAL SERVER EQUIPMENT FROM DELL FOR DORAL CENTRAL PARK IN AN AMOUNT NOT TO EXCEED \$136,768.60; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THIS PURCHASE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral has a need to purchase a video analytical server equipment from Dell for Doral Central Park; and

WHEREAS, staff respectfully requests that the City Council waive the competitive bidding procedure pursuant to Section 2-321 of the City Code; and

WHEREAS, these contracts were competitively entered into in a manner similar to that set forth in Chapter 2, Article V, of the City Code, which provides that the City may enter into contracts competitively entered into by other governmental entities; such as the existing agreement between Dell and NASPO ValuePoint Cooperative Procurement Program Computer Equipment Master Agreement No: 23026 Dell Marketing LP and The State of Florida Agreement No. 43210000-23-NASPO-ACS approved in Resolution No. 24-42.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Authorization. The existing agreement between Dell and NASPO ValuePoint Cooperative Procurement Program Computer Equipment Master Agreement No: 23026 Dell Marketing LP and The State of Florida Agreement No. 43210000-23-NASPO-ACS approved in Resolution No. 24-42 a copy of which is attached together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute any purchase orders or other documents and expend budgeted funds on behalf of the City with respect to the purchase approved herein. Funding will be provided via the Parks Bond Fund account numbers 303.9000572.500650 and 305.9000572.500650.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption. The motion was seconded by Councilmember Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

PASSED AND ADOPTED this 8 day of May, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

By: 

GREENSPOON MARDER, LLP
INTERIM CITY ATTORNEY

EXHIBIT “A”

NASPO Value Point Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

Contracting Entity	NASPO Cooperative Purchasing Organization by the Lead State, State of Minnesota, Department of Administration										
State Entity	State of Florida										
NASPO Master Agreement	Master Agreement No.: 23026 State Agreement No: 43210000-23-NASPO-ACS										
Dell Contract Code:	C000001116132 (Direct purchases only; Partners will be onboarded and assigned their own contract codes)										
Term	February 1 2024 through June 30, 2025										
Contract Manager	Ashley Salinas a.salinas@dell.com 512-720-6034										
Authorized Users	State and Local Government, Public HiEd, K-12 Customers in State of Florida. Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Customer may include Customer specific terms and conditions and the Contractor reserves the right to accept additional terms and conditions in a separate agreement issued pursuant to this Contract. 6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.										
Products Available	Dell branded Hardware in the following NASPO assigned Bands: Band 1: Personal Computer Devices – Windows Operating Systems Band 2: Personal Computer devices – Non-Windows Operating Systems Band 3: Servers and Storage <u>CONFIGURATION DOLLAR LIMITS:</u> The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000). <table border="0"> <thead> <tr> <th><u>ITEM</u></th> <th><u>CONFIGURATION</u></th> </tr> </thead> <tbody> <tr> <td>Band One</td> <td>\$15,000</td> </tr> <tr> <td>Band Two</td> <td>\$15,000</td> </tr> <tr> <td>Band Three</td> <td>\$1,000,000</td> </tr> <tr> <td>Peripherals</td> <td>\$10,000</td> </tr> </tbody> </table> See pricing tables below for more information on products.	<u>ITEM</u>	<u>CONFIGURATION</u>	Band One	\$15,000	Band Two	\$15,000	Band Three	\$1,000,000	Peripherals	\$10,000
<u>ITEM</u>	<u>CONFIGURATION</u>										
Band One	\$15,000										
Band Two	\$15,000										
Band Three	\$1,000,000										
Peripherals	\$10,000										
Master Contract Restrictions	This state PA has no additional restrictions and just follows the restrictions from the Master Agreement. The following restrictions apply to the Master Agreement. A Participating Entity may set further restrictions of products in their Participating Addendum. The Participating Entity will determine with the Contractor how to approve these modifications to the Entity's Product and Service Schedule. A. Software <ul style="list-style-type: none"> a. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits. b. Any software purchased must be related to the procurement of equipment. c. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment, except for the exceptions allowed under Paragraph 5.a.4. 										

- d. Software such as middleware which is not always installed on the equipment but is related to storage and server equipment (Band 3) purchased, is allowed and may be procured after the initial purchase of equipment.
- B. General Services
 - a. Services must be related to the procurement of equipment.
 - b. Service limits will be addressed by each State.
 - c. Wireless phone and internet service is not allowed.
 - d. Managed Print Services are not allowed.
- C. Cloud Services
 - a. Cloud Services are restricted to Services that function as operating systems and software needed to support or configure hardware purchased under the scope of the contract and is subject to equipment configuration limits.
 - b. Any Cloud Service purchased must be related to the procurement of equipment.
- D. Third-Party Products
 - a. Third-Party Products can be offered only in the Bands they have been awarded. All third-party products must meet the definition(s) of the Band(s) in which they are being offered.
 - b. Products manufactured by another Contractor holding a Minnesota NASPO ValuePoint Master Agreement for Computer Equipment cannot be offered unless approved by the Lead State.
- E. Additional Product/Services
 - a. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
 - b. Lease/Rentals of equipment may be allowed and will be addressed by each State.
 - c. Cellular Phone Equipment is not allowed.
 - d. EPEAT Bronze requirement may be waived, on a State case-by-case basis, if approved by the State's Chief Procurement Officer. EPEAT Bronze requirement does not currently apply to storage.

Leasing	No leasing language in this contract
Pricing/Discounts	Minimum discount-off Dell price list. The minimum discount will be applied to all "quantity one" procurements. See attached Pricing Discount Matrix and Multiple Unit Transaction Tables below.
Shipping	Dell pays standard 3-5-day ground.
Payment Terms	NET 45
NASPO ValuePoint Website for Dell NASPO HW 23026	https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/
Dell NASPO HW 23026 Website	https://www.dell.com/en-us/lp/dt/naspo-computer?hve=learn+more

PRICING DISCOUNT MATRIX

Band 1: Personal Computer Equipment (Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
1	1B	Band 1 - Minimum Discount	18.0%
1	1B-1	Desktops - Alienware, Inspiron, Vostro, XPS	0.5%
1	1B-2	Notebooks - Alienware, Inspiron, Vostro, XPS	2.5%
1	1B-3	Projectors/Monitors/Other Electronics	2.5%
1	1B-4	Displays	2.5%
1	1B-5	Imaging	2.5%
1	1B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
1	1B-7	Spare Parts related to Band 1	0.5%
1	1B-8	Customer Kits	15.0%
1	1B-9	Ready to Ship configurations	4.0%
1	1T	Band 1 - Third Party Product Minimum Discount	5.5%
1	1T-1	Selected Third Party - Software and Peripherals	0.5%

Band 2: Personal Computer Equipment (Non-Windows OS)

Band	Category Code	Category Description	Discount off Baseline List
2	2B	Band 2 - Minimum Discount	18.0%
2	2B-1	Commercial Chromebooks	15.0%
2	2B-2	Consumer Chromebooks	15.0%
2	2B-3	Projectors/Monitors/Other Electronics	2.5%
2	2B-4	Displays	2.5%
2	2B-5	Imaging	2.5%
2	2B-6	Dell Branded - Printer accessories, parts, and toner	1.5%
2	2B-7	Spare Parts related to Band 2	0.5%
2	2B-8	Customer Kits	15.0%
2	2B-9	Ready to Ship configurations	4.0%
2	2T	Band 2 - Third Party Product Minimum Discount	5.5%
2	2T-1	Selected Third Party - Software and Peripherals (Non-discountable)	0.5%

Band 3: Servers and Storage

Band	Category Code	Category Description	Discount off Baseline List
3	3B	Band 3 - Minimum Discount	18.0%
3	3B-1	Spare Parts related to Band 3	0.5%
3	3B-2	Customer Kits	15.0%
3	3T	Band 3 - Third Party Product Minimum Discount	5.5%
3	3T-1	Selected Third Party - Software and Peripherals	0.5%

Multiple Unit Transaction Table

Contractor provides a contractual volume discount program as follows based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity, or multiple entities conducting a cooperative purchase.

Per Transaction Multiple Unit Discounts		
Bands 1 & 2		
Minimum \$ Single Transaction	Maximum \$ Single Transaction	Per Transaction Multiple Unit Discount
\$ 100,000.00	\$ 199,999.99	1%
\$ 200,000.00	\$ 399,999.99	2%
\$ 400,000.00	\$ 599,999.99	4%
\$ 600,000.00	\$ 999,999.99	6%
\$ 1,000,000.00	No Maximum	8%
Band 3		
Minimum \$ Single Transaction	Maximum \$ Single Transaction	Per Transaction Multiple Unit Discount
\$ 250,000.00	\$ 499,999.99	1%
\$ 500,000.00	\$ 999,999.99	2%
\$ 1,000,000.00	\$ 1,499,999.99	4%
\$ 1,500,000.00	\$ 1,999,999.99	6%
\$ 2,000,000.00	No Maximum	8%
Note: Per Transaction Multiple Unit Discount does not apply to Category Exceptions, 3rd party products, services, and special promotional offers.		