

**AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item 132-3 Leasing of Product  
Special Item 132-8 Purchase of Equipment  
Special Item 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts  
Special Item 132-33 Perpetual Software Licenses  
Special Item 132-34 Maintenance of Software.  
Special Item 132-50 Training Courses  
Special Item 132-51 Information Technology Professional Services  
Special Item 132-62 HSPD-12 Product and Service Components

SIN 132-3 LEASING OF PRODUCT

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

**FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE**

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- |                |  |
|----------------|--|
| FPDS Code D301 | IT Facility Operation and Maintenance  |
| FPDS Code D302 | IT Systems Development Services  |
| FPDS Code D306 | IT Systems Analysis Services   |
| FPDS Code D307 | Automated Information Systems Design and Integration Services  |
| FPDS Code D308 | Programming Services   |
| FPDS Code D310 | IT Backup and Security Services  |
| FPDS Code D311 | IT Data Conversion Services  |
| FPDS Code D313 | Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services  |
| FPDS Code D316 | IT Network Management Services   |
| FPDS Code D317 | Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76) |
| FPDS Code D399 | Other Information Technology Services, Not Elsewhere Classified  |

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related

services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NO. 132-62 HSPD-12 PRODUCT AND SERVICE COMPONENTS (FPDS D399)  
**Personal Identity Verification (PIV) Credentials and Services. This facilitates trusted physical and electronic access to government facilities and networks using smart card technology. PIV Credentials and Services is a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.**

Dell Marketing L.P.  
One Dell Way  
Round Rock, Texas 78682  
(800) 727-1100  
Internet Address: <http://www.dell.com/fed>  
**Contract Number: GS-35F-4076D**  
Contract Period: May 1, 2008 – March 31, 2011  
General Services Administration  
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Price List are also available on the GSA Advantage!<sup>TM</sup> system. Agencies can browse GSA Advantage! by accessing the GSA Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov>

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## **INFORMATION FOR ORDERING OFFICES**

### **SPECIAL NOTICE TO AGENCIES:**

Small Business Participation. SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!<sup>TM</sup> on-line shopping service (<http://www.fss.gsa.gov>). The catalogs/price lists, GSA Advantage!<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering offices in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT**

The geographic scope of this contract is world wide.

### **2. ORDERING AND PAYMENT ADDRESSES**

#### **ORDERING ADDRESS**

Dell Marketing, L.P.  
One Dell Way  
Building 8, Box 26  
Round Rock, TX 78682

#### **PAYMENT ADDRESS**

##### **Standard Remittance Address:**

Dell Marketing L.P.  
C/O Dell USA L.P.  
P.O. Box 676021  
Dallas, TX 75267-6021

##### **Overnight Mail Remittance Address:**

Dell Marketing L.P.  
C/O Dell USA L.P.  
Box 676021  
1200 East Campbell Rd, Suite 108.  
Richardson, TX 75081

## Wire Transfer Information

### Payee/Company Information:

Dell Marketing L.P.  
C/O Dell USA L.P.  
1 Dell Way Box 8730  
Round Rock, TX 78682  
Tax ID: 74-2616805

### Financial Institution Information:

PNC Bank  
500 First Avenue  
Pittsburgh, PA 15222  
**Beneficiary Name:** Dell Marketing L.P.  
c/o Dell USA L.P.  
**Bank Contact:** Beth E. Fretz (412) 762-3868

\*\*All Electronic Fund Transfers (EFT) must use the CTX format in order for the invoice to be processed accurately and timely.

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold Consistent with paragraph 7.d.

The following telephone number(s) can be used by ordering offices to obtain technical and/or ordering assistance:

Voice (800) 727-1100  
Fax (877) 416-4334

### 3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule.  
Block 16: Data Universal Numbering System (DUNS) Number: **877936518**  
Block 30: Type of Contractor: C. Large Business.  
Block 31: Woman-Owned Small Business: No.  
Block 36: Contractor's Tax Identification Number (TIN): **74-2616805**.

4.a. Cage Code: **3DMD3**

4.b. The Contractor has registered with the Central Contractor Registration Database.

**5. FOB POINT**

Within the continental U.S (CONUS) and the District of Columbia: Destination (three to five day ground delivery).

Hawaii and Alaska: Destination (3rd day air)

Outside the U.S. (OCONUS):

Deliveries via APO/FPO - Origin (i.e. the CONUS-located Army or Fleet Post Office)

Other deliveries - as agreed between the ordering office and Dell. Shipping charges will be separately quoted, and agreed upon between the ordering office and Dell.

**6. DELIVERY SCHEDULE**

- a. (1) **TIME OF DELIVERY.** The contractor shall deliver to CONUS destinations within the number of calendar days after receipt of order (ARO), as set forth below. Offerors shall insert in the "time of Delivery (days ARO)" column in the Schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the contractor's normal commercial practice. The contractor shall ship orders to destinations OCONUS within the shipping times specified below.

ITEMS OR GROUPS OF ITEMS (SIN OR NOMENCLATURE)	CONUS DELIVERY TIME (DAYS ARO)	OCONUS SHIPPING TIME (DAYS ARO)
132-3	5 – 120*	5 – 120*
132-8	5 – 120*	5 – 120*
132-12	5 – 120*	5 – 120*
132-33	5 – 120*	5 – 120*
132-34	5 – 120*	5 – 120*
132-50	5 – 120*	5 – 120*
132-51	5 – 120*	5 – 120*
132-62	5 – 120*	5 – 120*

\*Or as otherwise negotiated between the ordering office and Dell Marketing L.P.

- (2) **EXPEDITED DELIVERY TIMES.** For those items that can be delivered quicker than the delivery times in paragraph (a), above, the offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested:

As negotiated at the time of ordering office request.

- (3) **OVERNIGHT AND 2-DAY DELIVERY TIMES.** Ordering offices may require overnight or 2-day delivery. Available within the U.S. only.

Dell does not build to inventory. Dell custom configures each order as it is received. Once the product is built, overnight or 2-day delivery is available for an expedite fee that is negotiated at the time of customer request. Dell is not required to provide, and the paying office shall not require, documentation to substantiate the fee for expedited delivery that Dell and the ordering office have previously agreed upon.

(4) **INSIDE DELIVERY.** Ordering offices may require inside delivery. Inside delivery is available within the U.S. only. Additional charges, if any will be negotiated at the time of customer request.

b. **URGENT REQUIREMENTS**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements for an ordering agency, agencies are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. DISCOUNTS AND PAYMENT TERMS**

a. **PRICES.** Prices listed herein are net; discounts have already been deducted.

b. Unless the ordering office and Dell have agreed to a different discount, Dell's standard pricing policy for Dell-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system.

c. **SPECIAL PRICING.** Ordering offices are encouraged to compete their large requirements among GSA FSS Schedule 70 contractors, and Schedule contractors are encouraged to quote lower "spot prices" for individual opportunities. The resulting competitive price may be included in an Delivery Order without triggering the Price Reduction clause.

Special pricing may be available for large requirements. Call (800) 727-1100 to discuss this with your Sales Representative.

d. **PAYMENT TERMS:**

(1) Net 30 days from receipt of invoice or completion of acceptance, whichever is later – payment by check or EFT. Net 30 days invoices are payable by credit card upon payment by the customer of a two percent (2%) finance charge, to compensate Dell for the charge Dell must pay the credit card processing financial institution.

(2) Credit card payments are accepted provided billing is authorized at the time of shipment. Dell does not offer my additional discount for their use. No Finance Charge is assessed where Dell is authorized to charge the credit card at the time of shipment.

e. GOVERNMENT EDUCATIONAL INSTITUTIONS: Government Educational Institutions are offered the same discounts as all other Government customers.

## **8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED**

Dell's information technology products (e.g., notebooks, desktops, workstations, servers, and data storage equipment, etc.) comply with the Trade Agreements as specified in FAR §52.225-5. Dell integrates or bundles peripherals, (e.g., monitors, keyboards, mice, etc.) that may not comply with the Trade Agreements, with Dell's information technology products to form information technology systems. Dell also offers replacement parts (i.e., customer kits) and spare parts that may not comply with the Trade Agreements for integration into Dell information technology products and systems. Dell bases its Trade Agreements certification for bundled peripherals and for replacement parts and spare parts on the country of origin of the Dell information technology product within the system.

## **9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING**

Export packing is available for an additional charge. If required, it will be separately quoted on an open market basis and will be listed as an open market line item on the Delivery Order.

## **10. SMALL REQUIREMENTS**

The minimum dollar value of orders to be issued is \$100.

## **11. MAXIMUM ORDER (THRESHOLD AT WHICH DELL WILL REVIEW FOR SPECIAL PRICING)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-3 – Leasing of Product
  - Special Item Number 132-8 – Purchase of Equipment
  - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
  - Special Item Number 132-33 – Perpetual Software Licenses
  - Special Item Number 132-34 – Maintenance of Software
  - Special Item Number 132-51 – Information Technology (IT) Professional Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
  - Special Item Number 132-50 – Training Courses
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:
  - Special Item Number 132-62 – HSPD-12 Product and Service Components

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:**

NOTE: Special ordering procedures have been established for Special Item Numbers (SIN) 132-51 IT Professional Services; refer to the terms and conditions for that SIN.

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

**a. Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

**b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA/Advantage!"™ on-line shopping service, or by reviewing the catalogs/price lists of at least three Schedule Contractor's and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider -

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparative supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item,
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

**c. Order exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall-

Review additional Schedule Contractors'

- (1) Catalogs/price lists or use the "GSA Advantage!"™ on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

**d. Blanket Purchase Agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

**e. Price Reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering office for a specific order.

**f. Small Business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**g. Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering office requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product particular to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering office's needs.

### **13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATIONS STANDARDS REQUIREMENTS**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

#### **13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS**

**(FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

#### **13.2 FEDERAL TELECOMMUNICATIONS STANDARDS (FED-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. SECURITY REQUIREMENTS.** In the event security requirements are necessary, the ordering offices may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations and individual ordering office policy; however, the burden of administering the security requirements shall be with the ordering office. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

**15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

## **16. GSA Advantage!™**

GSA Advantage!™ is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage!™ will allow the user to perform various searches across all contracts including, but not limited to:

- a. Manufacturer;
- b. Manufacturer's Part Number; and
- c. Product Categories.

Agencies can browse GSA Advantage!™ by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## **17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

## **18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which results in orders under this schedule contract.
- (3) Any representations and/or warranties made concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for delivery and maintenance of equipment in areas listed in the price list outside the 48 contiguous states, Hawaii, Alaska and the District of Columbia except for the following modifications:

a. In place of a delivery date for equipment, a shipping date shall be specified on the order.

b. Upon request of the Contractor, the Government, on a reimbursable basis, may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

c. The Contractor agrees to accept orders for maintenance (On-Site Service) of equipment where Contractor maintains the capability of performing such maintenance. Appendix A lists the OCONUS locations where maintenance is available. As conditions are subject to change, ordering offices should check with their Contractor Sales Representative or review Contractor's online Service Location list available at (<http://premieraccess.dell.com/oconus/program/SL000000.asp>) for specific current information. Responsibility for transportation of equipment to and from the specified service area and responsibility for loss or damage that occurs during transit is the responsibility of the Government.

## **20. BLANKET PURCHASE AGREEMENT (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1 (a) defines Blanket Purchase Agreements (BPAs) as "...as a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the

discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Price List, for customer to consider when using this purchasing tool.

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## **23. SECTION 508 COMPLIANCE**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www1.us.dell.com/content/topics/reftopic.aspx/pub/508?c=us&cs=RC956934&l=en&s=fed>. The EIT standard may be found at: [www.section508.gov/](http://www.section508.gov/).

## **24. ELECTRONIC GSA INFORMATION**

Dell's GSA Terms and Conditions, as well as Dell's GSA product and pricing , are available on the Dell Federal Systems Home Page. Dell also offers company and product information to any person who has access to the World Wide Web. The Dell Federal Home page may be accessed at: <http://www.dell.com/us/en/fed/default.htm>. Dell employees communicate regularly with their customers via the Internet. If you know the name of your Sales Representative, address your Internet mail message to: firstname\_lastname@dell.com

## **25. PRODUCT SUBSTITUTIONS**

Dell may make product substitutions either to base systems, internal system components, options or external peripherals as long as the substitute item is the same or better technology at the same or lower price. Delivery order modifications will not be required. The invoice will reflect the actual product shipped NOT the product ordered. To effect administrative savings to the Government, paying offices are instructed to make payments in accordance with this paragraph without requiring a delivery order modification. The following note will appear on the invoice.

*In accordance with the Product Substitution paragraph in the contract, Dell has substituted a product on this order. The substitution is the same or better technology at the same or lower price.*

## **26. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

## **27. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**28. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**29. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO  
LEASING OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY PRODUCTS  
(SPECIAL ITEM NUMBER 132-3)**

*\*\*NOTE: Under SIN 132-3 Leasing of Products, there are two sets of terms and conditions. Option 1 does not contain a cancellation clause and all leases automatically expire on September 30<sup>th</sup> or sooner. Option 2 contains a cancellation clause, in which the fee must be in accordance with applicable legal principles. You may offer either option or both options.\*\**

**LEASE TYPES**

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

**OPTION 1:**

**1. STATEMENT**

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

**2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS**

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
  - (1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.

(2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

### **3. DISCONTINUANCE AND TERMINATION**

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

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### **OPTION 2**

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

#### **1. LEASING PRICE LIST NOTICE**

Contractors must include the following notice in their contract price list for SIN 132-3:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

## **2. STATEMENT OF ORDERING ACTIVITY INTENT**

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

## **3. LEASE TERM**

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

#### 4. LEASE TERMINATION

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) **Termination for Convenience of the Ordering Activity:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) **Termination for Non-Appropriation:** The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) **Termination Charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

\*\*\*\*\*

LEASE PROVISIONS COMMON TO  
ALL TYPES OF LEASE AGREEMENTS

**\*\* The following terms and conditions are applicable to any lease awarded under this contract regardless of type or option.\*\***

**1. ORDERING PROCEDURES**

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

**2. ASSIGNMENT OF CLAIMS**

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

### **3. PEACEFUL POSSESSION AND UNRESTRICTED USE**

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

### **4. COMMENCEMENT OF LEASE**

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

### **5. INSTALLATION AND MAINTENANCE**

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

### **6. MONTHLY PAYMENTS**

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: For delivery orders placed under this SIN 132-3, whether under Option 1 or Option 2, Dell offers the following lease pricing:

Pricing shall be calculated at an interest rate consisting of 525 basis points plus the Treasury constant maturity equal to the original lease term as shown in the Federal Reserve statistical release H.15 as of the preceding date closest to the date of the Lease Quote letter.

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

## **7. LEASE END/DISCONTINUANCE OPTIONS**

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for

shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

(iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:

- (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
- (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
- (3) has no ability to use the returned software.

## **8. UPGRADES AND ADDITIONS**

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (1) can be removed without causing material damage to the product;
- (2) do not reduce the value of the product; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

## **9. RISK OF LOSS OR DAMAGE**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

## **10. TITLE**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

## **11. TAXES:**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

**\*\* NOTE: Contractor may propose additional terms and conditions (regarding SIN 132-3) for billings, payments, and/or invoices, as long as they are consistent with terms and conditions specified elsewhere. \*\***

## **12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)**

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage!<sup>TM</sup> and FACNET), Internet orders, credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. Written orders, EDI orders, Internet orders, credit card orders or, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB Destination: Prices cover equipment delivery to destinations in the United States, Hawaii, Alaska and the District of Columbia. Shipping charges apply to other OCONUS locations The Contractor will separately quote OCONUS shipping charges; the agreed upon charges will be included on the delivery order. Contractor's ability to ship a product via APO/FPO is dependent upon the size and weight of the product. Given that product sizes and weights vary with configuration and model, and APO/FPO requirements are subject to change, ordering activities desiring to ship via APO/FPO should contact their Dell Sales Representative to confirm if the product they are interested in purchasing may be shipped via this method. In general, Dell notebook and desktop computers, small-screened CRT monitors, flat-panel monitors, and software & peripheral products may be shipped via APO/FPO; Dell workstations, servers, data storage products, and larger CRT monitors may not be shipped via APO/FPO.

**4. INSTALLATION AND TECHNICAL SERVICES**

Ordering offices may install ordered equipment themselves or order this service from Dell at the prices listed in the price list. Any Contractor travel required in the performance of Installation Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **5. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

## **6. OPERATING AND MAINTENANCE MANUALS.**

The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided, in electronic format loaded, with the equipment being purchased.

## **7. ACCEPTANCE AND TOTAL SATISFACTION RETURN POLICY**

a. **ACCEPTANCE.** Except for shipments via APO/FPO, acceptance shall occur on the first day after delivery of the product to the Government. For shipments via APO/FPO, acceptance shall occur on the first day after delivery to the Army or Fleet Post Officer (i.e. the FOB point).

b. **TOTAL SATISFACTION RETURN POLICY.** The Government may return Dell branded products to Dell up to 30 days from the day they are delivered. This policy does not apply to Dell / EMC storage products. To return products, you must call Dell Customer Service (800) 284-1200 to receive a Credit Return Authorization Number. You must ship the products to Dell in their original packaging or equivalent, prepay the shipping charges, and you must insure the shipment or accept the risk of loss or damage during shipment. Software is returnable only if the sealed package containing the diskettes is unopened. Returned products must be in as new condition, and all of the manuals, diskettes, power cords and other items included with a product must be returned with it.

## **8. WARRANTY FOR DELL PRODUCT**

a. For all products, the contractor will furnish all maintenance, machine adjustments, repairs and parts at the Government location for a period of three years from the date of shipment. The on-site guarantee covers the base system and any factory installed options offered under this contract, except

consumable items such as notebook batteries, which come with a one year replacement (exchange) service offering. Dell reserves the right to replace, as a whole unit, monitors, keyboards and mice if an online technician determines that the unit is defective. Monitors purchased under this contract are also covered under the base system guarantee. All customer kit products are covered under a one year Return To Factory guarantee.

- b. Next business day service listed in the price pages applies to the continental U.S., the District of Columbia, and to Alaska, and Hawaii within the specified service locations. Please refer to the Service Contract provided approximately 30 days after product delivery for a complete description of the services available.
- c. Service levels for OCONUS locations are listed in Appendix A.
- d. All parts replaced during the warranty period shall become the property of the contractor.
- e. Prior to the expiration of the warranty period, whenever equipment is shipped for repair or mechanical replacement purposes, the contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage, and insurance. This warranty shall apply to the replacement machine from the date of its acceptance.
- f. When equipment is returned to the contractor's establishment for repairs, the contractor shall be responsible for any damage or loss from the time the equipment is removed from the Government installation until the equipment is returned to such installation.
- g. This warranty does not apply if damage to the equipment is occasioned by fault or negligence of the Government.
- h. Inspection and repair of defective equipment under this guarantee will be performed at the contractor plant at:

Dell, Inc.  
Solectron  
6269 East Shelby Drive  
Memphis, TN 38141

Defective equipment will be repaired or replaced within 7-10 days after receipt.

- i. Software and Peripheral products will be furnished with the standard warranty offered by the manufacturer.

## **9. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity Government price in effect at the time of order placement or the price that is in effect at the time the order is entered, whichever is less. In the event the purchase price is lower than the price in effect at the time of order placement, the ordering activity will be entered and upon shipment, invoiced at the purchase

price. The Government is responsible for de-obligation of excess funds remaining on the delivery order.

#### **10. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

#### **11. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

#### **12. REPAIR PARTS/SPARE PARTS PROVISIONS:**

All parts, furnished as spares or as repair parts in connection with repair of equipment, shall be new or like new (tested equivalent to new) parts manufactured by the equipment manufacturer.

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND  
REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN  
REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS)  
AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**REPAIR SERVICE**

NOTE: RETURN TO DEPOT REPAIR SERVICE IS ONLY AVAILABLE FOR DELL PRODUCTS AT THE CONTRACTOR'S FACILITY IN MEMPHIS, TN.

**1. SERVICE AREAS**

The maintenance and repair service rates listed herein are applicable to all service performed at the contractor's plant listed below:

Dell, Inc.  
Solectron  
6269 East Shelby Drive  
Memphis, TN 38141  
Attn: Customer PC Repair DPS#

To obtain service, call (800) 284-1200 to obtain a DPS # before shipping product to the above address. DPS # must be on the outside of the box or the shipment will be refused.

**2. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period. Customer kits (other than monitors, keyboards and mice) sold as items to be installed into or with a Dell system are considered to be part of that system.

**3. LOSS OR DAMAGE**

When the Government sends equipment to the Contractor's establishment for repairs, the Government shall be responsible for any damage or loss from the time the equipment is shipped from the Government location until it is received by the Contractor. The Contractor shall be responsible for any damage or loss from the time the equipment is shipped from the Contractor's location until it is received at the Government installation.

#### **4. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule. Repair Parts are generally available up to 5 years from the date of the product EOL (End of Life).
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### **5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

#### **6. RESPONSIBILITIES OF THE CONTRACTOR**

- a. The Contractor shall always be responsive to the Government's repair service needs. The Contractor shall perform all repair services which are ordered by the Government during the contract term.
- b. The turnaround time for repair service is 7 - 10 days after receipt of the equipment at the contractor's repair service facility.
- c. Only new and tested equivalent to new standard parts shall be used in effecting repairs. Parts which have been replaced shall remain the property of the Contractor.

## **7. REPAIR SERVICE RATE PROVISIONS**

### **a. CHARGES.**

Charges for repair service will be computed at the per incident charge set forth below. Parts will be billed separately. De-installation, relocation and re-installation are available under this Special Item Number.

### **b. TRAVEL OR TRANSPORTATION AT THE CONTRACTORS SHOP**

(a) When equipment is returned to the contractor's shop for adjustment or repairs which are not covered by the guarantee provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without its prior consultation and instruction,

c. **LABOR RATES.** The repair service rate listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at, or as otherwise mutually agreed by the Government and the Contractor:

Contractor's Shop, or as otherwise mutually agreed by Government and the Contractor:  
\$129.00 per incident, plus parts.

## **8. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with repair of equipment, shall be new or like new (tested equivalent to new) parts manufactured by the equipment manufacturer. All parts shall be furnished at prices discounted 15% from the Contractor's commercial price list. All parts are furnished with a 10 business day return policy.

## **7. GUARANTEE REPAIR SERVICE AND REPAIR/SPARE PARTS**

a. **Repair Service.** All repair work will be unconditionally guaranteed for a period of ninety (90) calendar days.

b. **Repair/Spare Parts.** All parts, furnished either as spares or repair parts in connection with repair of equipment, will be unconditionally guaranteed for the longer of. 1) ninety (90) days or 2) the remainder of the Dell system warranty in the system in which the parts are being installed.

## **8. INVOICES AND PAYMENTS**

Invoices for repair service and parts shall be submitted by the contractor as soon as possible after completion of the work. Payment under blanket purchase orders for repair parts will be made monthly except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice.

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE  
(SPECIAL ITEM NUMBER 132-34)**

**1. PURCHASE TERMS – (132-33)**

a. Acceptance. Acceptance shall occur on the day of proof of delivery of the product to the ordering activity.

b. Warranty/License

(1) Dell Software. This subparagraph covers all software that is distributed with the Dell product, for which there is no separate license agreement between the buyer and the manufacturer or owner of the software. The warranty and license agreement is available at [www.dell.com](http://www.dell.com) (click on the “Terms and Conditions of Sale link, followed by the “Dell Software License Agreement link”).

(2) Third-party software products.

(a) Dell does not warrant third-party software products. Any warranty provided on third-party software is provided by the publisher or original manufacturer and may vary from product to product. All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the media the software is provided on for a period of one (1) year, beginning on the first day of acceptance.

(b). License Agreement. All software, including Microsoft software, is provided subject to the license agreement provided with the software, either pre-loading on the system or as part of the software package. Ordering Office agrees that it will be bound by the license agreement

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. Total Satisfaction Return Policy. The ordering activity may return products to Dell up to 30 days from the day they are delivered. To return products, you must call Dell Customer Service (800) 284-1200 to receive a Credit Return Authorization Number. You must ship the products to Dell in their original packaging or equivalent, prepay the shipping charges, and you must insure the shipment or accept the risk of loss or damage during shipment. Software is returnable only if the sealed package containing the diskettes is unopened. Returned products must be in as new condition, and all of the manuals, diskettes, power cords and other items included with a product must be returned with it.

## **2. SOFTWARE MAINTENANCE (132-34)**

- a. Software maintenance service shall include the following:

Support of Software, which includes, but is not limited to, the provision of technical assistance by the manufacturer of the software to the Support Administrator(s) with respect to the software at the support level purchased by the Ordering Office as indicated on the Order. Subscription (full) to software updates and patches, which includes but is not limited to the provision of Maintenance Releases, Minor Releases and Major Releases to the Software, if any, and corresponding Documentation to Customer's License Administrator.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## **3. PERIODS OF MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

## **4. UTILIZATION LIMITATIONS - (132-33, AND 132-34)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including

this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

### **3. TECHNICAL SERVICES**

The contractor, without additional charge to the Government, shall provide a hot line technical support number (800) 284-1200, for the purpose of providing user assistance and guidance in the implementation of the operating system software for the first 30 days from the date of acceptance. The technical support number is available from 6:00 a.m. Central Time to 9:00 p.m. Central Time, Monday through Friday, and 8: 00 a.m. Central Time to 4:00 p.m. Central Time, Saturday, Contractor's scheduled holidays excepted. Application software support can be purchased optionally From the software manufacturer.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location or via an online medium, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

A written order, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

## **5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact 512-728-4852 for refresher assistance and answers to related course curriculum questions.

## **6. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to the students, or damage to Government property arising from Contractor-provided classroom training, unless such injury or damage is due to the fault or negligence of the Contractor.

## **7. PURCHASE PRICE FOR TRAINING**

a. The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

b. Any Contractor travel required in the performance of Classroom Training must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **8. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

## **9. FORMAT AND CONTENT OF TRAINING**

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:  
(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);  
(2) The length of the course;

- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
- c. For seat management services only, the geographic scope will be the CONUS.

**2. PERFORMANCE INCENTIVES**

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3). GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering office using this contract is

responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

a. When ordering services, ordering offices shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as

appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the ordering office 's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering office 's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall—

(1) Inform contractors in the request (based on the ordering office 's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

c. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404) The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering office requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

**Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks:**

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering offices," paragraph #12.

**4. ORDER**

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

c. A separate Statement of Work will be signed by both Dell and the Government for services provided other than hourly assist services. Upon acceptance by Dell, Dell agrees to provide the Services described in the Statement of Work.

The Statement of Work includes, for example:

- Dell's responsibilities

- The Government's responsibilities
- The specific conditions (Completion Criteria), if any, that Dell is required to meet to fulfill its obligations
- A performance period for Services and an estimated schedule for planning purposes
- Applicable charges (not including taxes) and any other terms
- Resumes shall be provided by Dell upon request.
- Services Agreement similar to that set forth as Appendix D to the Contract.

## **5. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.
- e. Technical personnel shall remain under the supervision, management, and control of Dell, which shall include their assignment and evaluation. The tasks on which assigned personnel assist shall remain the responsibility of the Government. Therefore, Dell does not guarantee that the Government's task will be accomplished under this contract, only that assistance shall be provided. No estimate made by Dell of the assistance to be provided to the Government is guaranteed to any extent or in any way.
- f. Support Services may be performed by both Dell personnel and subcontracted non-Dell personnel. Dell will provide Support Service personnel with the necessary technical skills.

## **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply if incorporated by reference into a specific order.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

## **9. INDEPENDENT CONTRACTOR**

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

- a. Charges will be invoiced monthly for services rendered. The Government on individual orders may authorize progress payments. Progress payments shall be based upon completion of defined milestones.
- b. For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract, and will be considered a non-schedule item for purposes of including the cost on the delivery order. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. WARRANTY FOR DELL SERVICES**

For each Dell Service, Dell warrants that it will be performed using reasonable care and skill; and

according to a mutually agreeable Statement of Work

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Items Not Covered by Warranty: Dell does not warrant uninterrupted or error-free operation of any deliverable or Service or that all defects will be corrected. Unless specified otherwise, materials and non-Dell Services are provided on an "AS IS" basis.

## **17. DESCRIPTION OF SERVICES AND CHARGES**

Dell Services helps maximize the value and performance of the government's technology, while minimizing expense and inconvenience. By leveraging the proven advantages of the direct model, including tailored service and support, low cost and single point of accountability, Dell Services can provide the government with fast, effective, affordable service offerings at any point in the government's IT/EC services and process. From planning and design to image development and depolymnt of maintenance and asset recovery, Dell is uniquely positioned to delivery more value for the government's IT dollar.

Selected professional and managed service offeringdescriptions are outlined below. Please contact your Dell Services Account Executive for additional information about these and other professional Information Technology service available from Dell.

Some of the services available under this SIN are also available under other Contract SIN's. Deployment Services (e.g. Image Development, Custom Factory Integration Services, Intallation Services and Custom Delivery Service); Support (e.g. various accelerated on-site maintenance response service levels for both client and enterprise hardware; and advanced software support) and available under SIN 132-8 when bought tied to a hardware system. Training and Certification (e.g. various Certification Programs; training on Dell hardware, and Business and Education Professional Training) is available under SIN 132-40 when procured as a stand alone product. Please contact your Dell Services Account Executive for additional information about these and other Information Technology service available from Dell.

## **PROFESSIONAL SERVICES**

### **1. INTRODUCTION**

Dell Professional Services (DPS) helps the government optimize technology, enhance productivity, and reduce risk. DPS leverages expertise in project management, infrastructure design, application development, and storage architecture to deliver end-to end technology solutions addressing the government's critical information technology needs. These solutions help solve critical business challenges, maximize the value of information technology investments, and create an efficient, effective and scalable enterprise, while minimizing expense and complexity.

Dell is renowned for delivering value to customers and DPS continues that unwavering focus on our clients. DPS' approach to helping the government optimize value from Dell technology is designed around ROI tools and metrics, with fixed price and time and materials service offerings that leverage best practices, our proven methodology and project management.

DPS offerings help you quickly get your organization up and running with solutions leveraging the latest open-standards platforms and technologies designed to help you reduce costs while meeting your governmental needs.

### **1. SERVICE OFFERINGS**

DPS' services are focused in three key areas: Migration, Consolidation and Messaging.

#### **MIGRATION**

Migration of Infrastructure and Exchange environments including Microsoft® Windows® 2000/Windows Server 2003 and Exchange 2000. DPS uses its real world experience in delivering enterprise migration services to help you develop a comprehensive path to migration, with a sound deployment strategy as well as provides expertise to assess and test applications on your target platform to help reduce possible downtime. DPS Migration offerings include:

- Infrastructure Migration Readiness Assessment
- Active Directory Design®
- Exchange 2000 Design
- Windows Infrastructure Design
- Migration Planning and Validation
- Project Management and Deployment
- Fast Track to Windows
- Unix® Migration
- Fast Track to .NET

## **CONSOLIDATION**

DPS can help the government to simplify enterprise management, help boost productivity and enhance data migration with efficient and effective server and storage consolidation plans. Such consolidations strategies serve to eliminate unnecessary hardware, software and applications. We also address our scalability needs and data migration from legacy storage systems. Our specialized offerings include:

- Infrastructure Consolidation Readiness Assessment
- Consolidation Planning and Validation
- Project Management and Deployment
- Backup and Recovery Design and Deployment
- Backup and Recovery Implementation
- SAN and NAS Design and Deployment
- MirrorView and SnapView Implementation
- Data Migration Services

## **MESSAGING**

Our messaging, directory and portal solution offerings helps the government better manage its data and information while creating a more collaborative and effective environment. Our service offerings include:

- Exchange Migration Readiness Assessment
- E-government Web Effectiveness Assessment
- Exchange Upgrade Service
- Active Directory Design and Deployment
- Project Management and Deployment
- Fast Track to Microsoft SharePoint™ Portal Server
- Fast Track to Content Management

## **PRICING**

Selected DPS offerings are available only on a fixed price basis, while others are available both on a time and materials and fixed priced basis. Please contact your Dell Services Account Executive for additional information on pricing. Dell's hourly labor categories and rates are presented in the Services section of our GSA Price List.

Travel expenses outside a 75 mile radius of the service provider's office are not included in the cited labor rates. All such travel will be invoiced separately, in accordance with the provisions of the Joint Travel Regulations.

## MANAGED CLIENT SERVICES

### 1. INTRODUCTION.

Managed Client Services help an ordering office gain operational stability of the desktop or distributed computing environment. Dell provides service capabilities which address every stage of a system's lifecycle and can be used by agencies to standardize and streamline processes from planning and deployment, to support, to recovery and refresh.

Dell's standard offer is optimized for organizations responsible for managing 2,000 to 10,000 end-user systems and provides quality service with standardized service levels and flexible reporting at a fixed price. This allows customers to plan and predict desktop management costs, ensure user satisfaction, focus on their core mission.

Benefits government customers may realize from Managed Services include:

- Recapture control of critical assets through accurate reporting of asset information
- Focus internal resources on strategic projects by taking away headache of desktop support
- Manage level of service through Service Level Agreements
- Fewer points of contact for hardware and software support
- Stability through standardization of the desktop environment & support processes
- Ability to budget & plan IT costs through predictable monthly expense

The Dell Advantage. Agencies with a high install base of Dell equipment can reduce their I/T costs by effectively managing through by taking advantage of the following Managed Services:

- Dell factory integration of customer images, asset tags, and hardware peripherals during the manufacture process. Customized factory integration also offers customer image archival storage and transition management.
- Web enabled procurement, through customer specific Premier Page with flexibility to lease or buy
- Superior logistics capability efficiently delivering replacement parts with a high degree of reliability directly to Customer site
- A lower cost service model which remotely resolves greater than 75% of hardware related problems over the phone. A single point of accountability from a Direct Manufacturer offers a seamless and integrated solution for customers seeking improved lifecycle manage their client IT environment.

The Managed Services available to the government from Dell include:

1. Managed Help Desk
2. A Multi-vendor Asset Management and tracking system
3. Multi-vendor Hardware Installation
4. Moves, Adds or Changes support services (MACs)
5. Multi-vendor Hardware Maintenance
6. Multi-vendor Software Installation, Upgrades and Desk side Support
7. Configuration Management

These core services are dependent and complimentary to one another and as such are delivered as a package. Dell has integrated Best-in-Class partner capabilities with Dell’s core competencies to deliver a Dell optimized Managed Service solution. Dell will provide a Program Management Office (PMO) to manage service delivery and provide the ordering office with a single point of accountability. Dell’s PMO will be accountable for:

- Ensuring delivery of all service levels by Dell and Dell Service Partners.
- Management of the Managed Service contracts, change requests and extensions.
- Invoicing for sales (leasing) of systems and services under the contract.
- Resolution of Customer billing issues.
- Overall customer satisfaction

**2. SERVICE OFFERINGS.**

The following information provides an overview of the scope of the 7 core service elements of the Managed Services Offering:

**MANAGED HELP DEKS**

The Managed Help Desk provides a central capability for receiving, recording, and answering end users questions about hardware, operating system and software use. The Help Desk also manages end-users’ requests for installations, moves, adds, changes, and end-user problem resolution for hardware and software support.

Specialized Help Desk systems provide centralized collection, control and escalation of end user requests as well as tracking and reporting for agreed upon metrics. The Help Desk is accessible via a toll-free number, the web, email or fax.

**ASSET MANAGEMENT**

Dell’s Asset Management team creates, delivers, and implements asset management tools and processes to ensure a successful asset management strategy.

Asset Management has two key components: Inventory Services and Asset Services:

Asset Management Services	
<b>INVENTORY SERVICES</b>	<b>ASSET SERVICES</b>
Full Discovery Inventory Services	Hardware Tracking, Management, Reporting
Auto-Discovery Tool Deployment	Hardware/Software Tracking, Management, Reporting

Dell’s Asset Management service will identify assets throughout the environment to identify what equipment exists, its location, user details, and the specific configuration.

Accurate and timely reporting allows for fact-based decision making to support procurement as well as enabling efficient support by the SPOC Help Desk. The service keeps track of all Move, Add and Change (MACs) activity as well as implementation of new software applications or upgrades.

## **INSTALLATION**

Installation will include coordinating and scheduling installation requests, system setup, and connection and configuration of related peripherals. The service also includes setup of a user login, connection to a networked printer and testing, de-installation of the old system. Client data migration from the old system to the new system can be provided as an additional service. De-installed hardware can be moved to a central staging facility within the building or campus or re-installed as a change request (MAC) to another end-user location in the same site or campus.

## **HARDWARE MOVES, ADDS AND CHANGES**

Managed Services provides for ongoing Moves/Add/Changes (MAC's) services for desktop hardware and software. MACs activities include physical relocation, installation upgrade or update of client HW or SW located within the same physical facility. The SPOC Help Desk will receive MAC requests, create the necessary work order, and provide ongoing status and management for each request. The MAC service is comprised of the following:

- On Site relocation – disconnect, breakdown, reconnection, configuration and testing of equipment in the new location
- Coordination of all required MAC ordering, shipment and installation services
- Tracking execution and document status and progress
- Reporting and resolving problems and discrepancies

## **HARDWARE MAINTENANCE AND REPAIR**

Hardware maintenance and repair services provide technical diagnosis and repair when problems cannot be resolved remotely through the Help Desk. All hardware is assumed to be covered under a manufacturer warranty maintenance program which covers on-site parts replacement and on-site labor service. The Service Desk tracks each hardware repair to ensure the required service levels are met. Service events are captured and reported through the Asset Management database which is updated following the completion of the repair, indicating the parts which were replaced.

## **SOFTWARE INSTALLATION, UPGRADES, DISTRIBUTION AND DESKSIDE SUPPORT**

Dell can be accountable for client software from initial the load at the factory to distributing software remotely at the end-users desk. These services include:

- Initial software load, either at the factory or during an installation
- Software upgrades to end-users; management of application software migration to new versions is provided remotely (on demand via a website) or through the MAC process.
- Software distribution; organized automated delivery of software objects to distributed Desktops across the customer's data network. Distribution of these objects is performed using push, pull,

or forced methodologies. Examples of software that can be distributed include shrink-wrapped applications, internally developed applications, data and configuration files, manuals and documentation, computer-based instructional courses, and self-contained multimedia presentations.

- Desk side support at the user's desk for application problems the Help Desk may not resolve remotely.

As an ordering office modifies their software image, Dell's Custom Factory Installation Image Management Services will maintain consistency of the customers desktop image.

## **CONFIGURATION MANAGEMENT**

Today's multi-tiered applications architecture is coupled with more sophisticated operating systems, making hardware and software increasingly difficult to manage. To assist in managing this complex environment, the Configuration Management offering can provide the following:

- Loading tested software configuration in the factory on the Dell hardware with every new system.
- A configuration management process which ties asset inventory to a standard software image. The asset management system identifies the components and values on each system as well as track the revision numbers of software images and configurations for all hardware.

### **3. PRICING**

#### **a. Pricing.**

Service Pricing. The Government will pay Dell the monthly per seat pricing set forth in the following table for the Services described in Attachment A to this Agreement.

Service Start-up Fees. In addition to the per seat fees set forth above, the Government will pay Dell an amount equal to 150% (one hundred fifty percent) of the monthly per seat fee specified in paragraph 1(a) above as an initial start-up fee, which amount will be payable upon execution of the Agreement.

Charges for Telecom Services. Charges for telecom services to be provided in direct support of the Government will be estimated during the initial information gathering stage and will be charged by Dell to the Government at actual cost during the term of the Agreement.

Charges for Additional Services. In consideration for any agreement by Dell to provide services which are not within the scope of the Dell Services ("Additional Services"), the Government will pay to Dell the amounts mutually agreed to in writing by Dell and the Government for the Additional Services and expenses. Travel expenses outside a 75 mile radius of the service provider's office are not included in the cited labor rates. All such travel will be invoiced separately, in accordance with the provisions of the Joint Travel Regulations.

Adjustments Using Hewitt Index. The Parties *acknowledge and agree to use the percent change in “Total Cash Compensation” for Systems Integration Job Families* (the “Percent Change”) as the basis for annual adjustments to all charges to be paid by the Government to Dell under the Agreement, as the Percent Change is either reported in the Hewitt Associates Index for Total Cash Compensation (the “Index”) or as such Systems Integration Job Families information is otherwise made available by the management consulting firm of Hewitt Associates LLC (or another comparable measure published or made available by a mutually agreeable source should the Index no longer be published, the content or format of the Index substantially change or Hewitt Associates LLC no longer make comparable Systems Integration Job Families information available). If, on any September 1 during the term of this Agreement, the most recently published or available Percent Change is positive, an adjustment to the charges payable hereunder will be made by increasing the Hewitt Index Adjustable Charges by such Percent Change, up to a maximum of three percent (3%). If an adjustment is not made on a September 1 for any reason, then the basis for measuring the Percent Change for the following September 1 will be same as the basis for measuring the Percent Change for the September 1 on which no adjustment was made. The Parties acknowledge and agree that Dell will adjust the Hewitt Index Adjustable Charges and will advise the Government of such adjustment in writing so that the new charges will amend this Agreement and become effective on the applicable September 1. If no adjustment is made on a September 1 for any reason, Dell will advise the Government in writing of such fact.

b. Service Assumptions and Adjustment to Charges.

Dell’s rates to the Government assumes that the Government will meet a specific account profile as defined in the Baseline Assumptions, of the Seat Management Statement of Work. On a quarterly basis, Dell will assess whether the Government has operated consistently with the Baseline Assumptions during the prior quarter. Within 30 days of the completion of such assessment, Dell will advise the Government in the event the Government has failed to operate consistently with the Baseline Assumptions, and discuss with the Government what actions may be reasonably necessary in order for the Government to operate consistently with the Baseline Assumptions. At the Government’s expense, Dell will provide such training as may be agreed by the parties to assist the Government in operating consistently with the Baseline Assumptions. In the event that the Government is determined at any subsequent quarterly review to have operated inconsistently with one or more of the Baseline Assumptions during the prior quarter, then the per seat pricing may be adjusted as agreed to in writing between the parties.

Seat Management Service Tiers - Pricing, Features & Benefits<sup>1</sup>

Seat Management Service Tiers - Pricing, Features & Benefits		Tier 1	Tier 2	Tier 3
Pricing	Dell system (per seat per month) *excludes hardware	\$25.00	\$45.00	\$75.00
	Non-Dell system (per seat per month) *excludes hardware	\$35.00	\$55.00	\$85.00
	Start-up fee			
Program Management Office	Transition planning	Y	Y	Y
	Proactive management of service delivery	Y	Y	Y
	Service Account Manager	Y	Y	Y
	Monthly reporting of metrics & customer satisfaction survey	Y	Y	Y
	Billing co-ordination and customer care	Y	Y	Y
	Customized PremierDell.com page for procurement	Y	Y	Y
CFI	Custom factory integration of hardware and software for Dell	Y	Y	Y
	Image load & maintenance for Dell systems	Y	Y	Y
	Asset tag for new Dell system	Y	Y	Y
Help	Technical hardware and operating system support	5x12	5x12	5x12
	Commercial-off-the-shelf software support	5x12	5x12	5x12
Multi-vendor Desk	Office automation (network ID, printer queues & password reset)	N	5x12	5x12
	Call volume assumption (aggregate per user per year)	4.5	8	12
Multi-vendor Desk	Service level	80% in 60 sec	80% in 60 sec	80% in 60 sec
	Customized toll-free number and greeting	Y	Y	Y
	Customized web portal for incident reporting/ status update	Y	Y	Y
Asset Management	Physical wall to wall inventory	N	N	Y
	Auto-discovery tool deployment (Asset Insight from Tangram)	N	Y	Y
	Automated hardware tracking & reporting	N	Y	Y
	Automated software tracking & reporting	N	Y	Y
	Lease tracking & end-of-lease reporting	N	Y	Y
	Service level (*objective)	n/a	95% Database accuracy*	95% Database accuracy
Field Services	Multi-vendor on-site hardware break fix maintenance	5x9	5x9	5x9
	On-site software deskside support	N	5x9	5x9
	Software deskside visits – (aggregate volume per user per year)	0	1	1
	Warranty management	Y	Y	Y

	Service level (NBD = next business day)	NBD	NBD	NBD
	Hardware installation (volume per year, service level)	N	N	0.33 refresh < 5 bus days
	Moves, adds, changes (volume per year, service level)	N	N	1.2 < 4 bus days
Software Distribution	Installation of distribution software	N	N	Y
	Software distribution server & maintenance	N	N	Y
	Automated delivery of software objects	N	N	Y
	Service level	n/a	n/a	95% on schedule
Key Benefits	Drive to standardization & operational stability			
	Increase end-user satisfaction & productivity			
	Leverage Dell service model efficiencies to drive down total cost of ownership			
	Quick response time and rapid deployment of technology			
	Ability to forecast and budget IT costs			
	Measure, track and improve service levels through stringent SLAs			

Assumptions

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Account size: 2,000 seats</li> <li>2. 80% Desktop: 20% Laptop ratio</li> <li>3. 70% Dell installed base</li> <li>4. 80% of client systems under warranty</li> <li>5. 20% attached local peripherals</li> <li>6. 80% central campus, 20% remote locations</li> </ol> | <ol style="list-style-type: none"> <li>7. Network connectivity via LAN/ WAN/ dial in server link</li> <li>8. Locations in the US only</li> <li>9. No holiday Support included</li> </ol> |
|---|--|

<sup>1</sup>Please note that certain of the above listed services may also be purchased under SIN 132-8 (e.g. CFI, Asset Tagging, Hardware Installation, Custom Delivery) for a “per box” charge when tied to a specific hardware purchase.

**TERMS AND CONDITIONS APPLICABLE TO  
AUTHENTICATION PRODUCTS AND SERVICES  
(SPECIAL ITEM NUMBER 132-62)**

AUTHENTICATION PRODUCTS AND SERVICES (MAY 2006) (C-FCI-007)

A. General Background.

Authentication Products and Services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

B. Special Item Numbers.

The General Services Administration has established the E-Authentication Initiative (see URL: <http://cio.gov/eauthentication>) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal E-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal E-Authentication Initiative, GSA is establishing the following Special Item Numbers (SINs):

- SIN 132-62: HSPD-12 Product and Service Components. SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:
  - PIV enrollment and registration services,
  - PIV systems infrastructure,
  - PIV card management and production services,
  - PIV card finalization services,

- Physical access control products and services,
- Logical access control products and services,
- PIV system integration services, and
- Approved FIPS 201-Compliant products and services.

#### C. Qualification Information.

All of the products and services for the SINs listed above must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: <http://www.idmanagement.gov>. In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201 Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through SIN 132-62 under the category "Approved FIPS 201-Compliant Products and services.

#### D. Qualification Requirements.

Offerors proposing products and services under Special Item Numbers (SIN) 132-62 are required to provide the following:

1. Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: <http://www.idmanagement.gov>. GSA will follow these procedures in qualifying offeror's products and services against the Qualification Requirements for applicable to SIN. Offerors are encouraged to submit a proposal under the Multiple Award Schedule (MAS) Information Technology (IT) solicitation at the same time they submits products and services to be qualified. Award for SIN 132-62 will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).
2. After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.
3.
  - a. If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.
  - b. If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.

#### E. Demonstrating Conformance.

The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

1. for Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;
2. for HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: <http://www.idmanagement.gov>;
3. for FIPS 201 compliant products and services qualification and approval procedures: <http://www.csrc.nist.gov/piv-project/> and <http://www.smart.gov> .

F. Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the E-Authentication Qualification process.

1. The Acquisition Program Management Office point-of-contact for Access Certificates for Electronic Services (ACES – SIN 132-60) and PKI Shared Service Providers (PKI SSP – SIN 132-61) is:

Stephen P. Duncan  
Program Manager  
E-Authentication Program Management Office  
2011 Crystal Drive, Suite 911  
Arlington, VA 22202  
[stephen.duncan@gsa.gov](mailto:stephen.duncan@gsa.gov)  
703.872.8537

2. The Acquisition Program Management Office point-of-contact for HSPD-12 Product and Service Components is:

Mike Brooks  
Director, Center for Smartcard Solutions  
Office of Center for Smartcard Solutions  
1800 F Street, N.W., Room 5010  
Washington, D.C. 20405  
202.501.2765 (telephone)  
202.208.3133 (fax)

**1. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering authentication products and services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next

Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

c. When placing an order, ordering activities may deal directly with the contractor or ordering activities may send the requirement to the Program Management Office to received assisted services for a fee.

## **2. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of the Services under SIN 132-62 must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

## **3. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### **4. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

#### **5. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

#### **6. INDEPENDENT CONTRACTOR**

All services performed by the Contractor under the terms of this contract shall be an independent Contractor, and not as an agent or employee of the ordering activity.

#### **7. ORGANIZATIONAL CONFLICTS OF INTEREST**

##### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **8. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for products and/or services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim

products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **9. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## **10. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## **11. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## **12. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **13. DESCRIPTION OF AUTHENTICATION PRODUCTS, AND SERVICES**

ActivClient provides multi-factor, strong authentication to a variety of services on PCs. By making it easy to use smart cards and USB keys for PKI and one-time password (OTP) services, ActivClient dramatically improves PC and network security. ActivClient enables secure desktop applications, secure network login, secure remote access, secure web login, secure e-mail and secure transactions. ActivClient can be used as a standalone end-user application or as an integral component of the ActivIdentity Enterprise Access Card Solutions.

## WARRANTY CODES

CA0	Production point is Canada. No warranty.
CAE	Production point is Canada. One year warranty.
CAJ	Production point is Canada. Three year limited warranty.
GM0	Production point is Germany. No warranty.
GME	Production point is Germany. One year warranty.
IE0	Production point is Ireland. No warranty.
IEC	Production point is Ireland. 90 day warranty
IEE	Production point is Ireland. One year warranty.
IEJ	Production point is Ireland. Three year limited warranty.
JA0	Production point is Japan. No warranty.
JAC	Production point is Japan. 90 Day warranty.
JAE	Production point is Japan. One year warranty.
JAJ	Production point is Japan. Three year limited warranty.
JAM	Production point is Japan. Lifetime warranty.
KP0	Production point is Korea. No warranty.
KPE	Production point is Korea. One year warranty
KPJ	Production point is Korea. Three year limited warranty.
MX0	Production point is Mexico. No warranty.
MXE	Production point is Mexico. One year warranty.
MXJ	Production point is Mexico. Three year limited warranty.
SNO	Production point is Singapore. No warranty.
SNC	Production point is Singapore. 90 day warranty.
SNE	Production point is Singapore. One year warranty.
SNJ	Production point is Singapore. Three year limited warranty.
SP0	Production point is Spain. No warranty.
SPE	Production point is Spain. One year warranty.
UK0	Production point is United Kingdom. No warranty.
UKE	Production point is United Kingdom. One year warranty.
UKJ	Production point is United Kingdom. Three year limited warranty.
US0	Production point is U.S. No warranty.
USC	Production point is U.S. 90 Day warranty.
USE	Production point is U.S. One year warranty.
USG	Production point is U.S. Two year warranty.
USJ	Production point is U.S. Three year limited warranty.
USK	Production point is U.S. 5 year warranty.
USM	Production point is U.S. Lifetime warranty.

USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS  
PREAMBLE

Dell provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (**Insert Company Point of contact, phone number, e-mail address, fax number**).

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
AGENCY                      DATE

\_\_\_\_\_  
CONTRACTOR              DATE

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
--------------------------	-----------------------------

_____	_____
_____	_____

2. Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
-------------	-------------------------

_____	_____
_____	_____

3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

4. This BPA does not obligate any funds.

5. This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

6. The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or

paper.

8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- a. Name of Contractor;
- b. Contract Number;
- c. BPA Number;
- d. Model Number or National Stock Number (NSN);
- e. Purchase Order Number;
- f. Date of Purchase;
- g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- h. Date of Shipment.

9. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

10. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## **BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

# APPENDIX A

## OCONUS SERVICE LOCATIONS

**Dell currently offers onsite service in over 100 countries around the world.** The tables below list those countries where on-site service is available:

Customer Replaceable Unit (CRU) are components that are external to the computer "box" or internal components replaceable by the user of the system

CRU's include monitors, mice, keyboards, AC adapter, docking station/port replicator, carrying case, external cables, track stick cover and other external peripherals such as Printers, scanners, speakers, external modems, external tape backup units, external CD-ROM drives and external Zip drives. Dell reserves the right to modify the terms and/or content of this list at any time, or from time to time.

For best results, please always provide a physical address and commercial phone number to technical support.

For additional help, please [view this document](#).

([http://www1.us.dell.com/content/topics/global.aspx/services/en/oconus\\_best-prac-ts?c=us&cs=RC977746&l=en&s=fin](http://www1.us.dell.com/content/topics/global.aspx/services/en/oconus_best-prac-ts?c=us&cs=RC977746&l=en&s=fin))

Dimension and Inspiron systems may be subject to different SLAs based on location and parts availability

**Please note:** The service program for OCONUS Dell Inspirons 3700, 5000 and 7500 includes onsite service. OCONUS Dell Inspiron 3500 and 7000 must be **Returned to Depot** for repair.

Countries listed in the Next Business Day category may receive a Same Day response on Server and Storage products if sold with a U.S. Same Day response service. If a Same Day response is not achievable it will default to a Next Business Day response. Confirm individual site and product eligibility with your sales representative.

**4-hour response on Server, Cluster and Storage products is available in Germany.** Confirm individual site eligibility with your sales representative.

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### Federal International Service - Next Business Day\*

EMEA	EMEA	APCC	AMERICAS	AMERICAS
Belgium	Germany	Guam	Argentina	Honduras
Denmark	Italy (Mainland)	Japan	Barbados	Jamaica
England	Netherlands	Okinawa	Bolivia	Mexico
Finland	Spain	South Korea	Brazil	Nicaragua
France	Switzerland		Chile	Panama
			Colombia	Peru
			Costa Rica	Puerto Rico
			Dominican Republic	Trinidad & Tobago
			Ecuador	Uruguay
			El Salvador	Venezuela
			Guatemala	

### Federal International Service - 3 to 7 Business Days\*

<b>EMEA</b>	<b>EMEA</b>	<b>APCC</b>
Afghanistan	Morocco	Australia
Austria	Norway	Bangladesh
Bahrain	Pakistan	Fiji
Botswana	Poland	Hong Kong
Bulgaria	Portugal	India
Cyprus	Romania	Indonesia
Czech Republic	Saudi Arabia	Malaysia
Egypt	Sicily	New Zealand
Estonia	Senegal	Philippines
Ethiopia	Slovakia	Qatar
Ghana	Slovenia	Singapore
Greece	South Africa	Sri Lanka
Guinea	Sweden	Taiwan
Hungary	Syria	Thailand
Iceland	Tanzania	Vietnam
Iraq	Tunisia	
Ireland	Turkey	
Israel	Uganda	
Jordan	United Arab Em	
Kenya	Yemen	
Kuwait	Zimbabwe	
Malta		

### Federal International Service - Best Effort\*

<b>EMEA</b>	<b>EMEA</b>	<b>APCC</b>	<b>AMERICAS</b>
Azores	Russia - Moscow	Cambodia	Belize
Burundi	Serbia	China - Chengdu	Guyana
Cote D'Ivoire	Togo	China - Shenyang	Haiti
Greenland	Yugoslavia	Laos	Paraguay
Montenegro	Zambia		Surinam
Nigeria			
Oman			

\* Based on parts availability

# APPENDIX B

## MASTER SERVICES ADDENDUM

This MASTER SERVICES ADDENDUM (the “**Addendum**”), to Dell Marketing L.P. GSA Federal Supply Schedule Contract GS-35F-4076D (“GSA Schedule”), is incorporated into Delivery Orders for Professional, Client Managed, and Factory Integration Services procured by the Government (“**Government**”) under Dell’s GSA Schedule. “Dell” shall include any affiliate of Dell with whom a Delivery Order is placed. Dell and the Government agree to the following terms and conditions, supplementing the terms of Dell’s GSA Schedule:

**1. SERVICES.** This Addendum shall apply each time Government engages Dell to provide services. All services provided will be described in one or more of the following: (i) “**Service Descriptions**” in the GSA Schedule; (ii) any mutually agreed “**Statement of Work**” (“**SOW**”); or (iii) “**Technical Specification Form**” as applicable (the “**Services**”). In the event of a conflict between the terms of this Agreement and a Service Description, SOW, or Technical Specification Form, the terms of these documents will be followed according to the following order of preference: (1) Dell’s GSA Contract, (2) the SOW or Technical Specification Form; and (3) Service Descriptions.

**2. TERMS.**

**2.1 Terms and Conditions.** These Services are being provided in accordance with Dell’s GSA Schedule. Specific provisions relating thereto are found at Special Item Numbers (SIN) 132-12 “Terms and Conditions...Leased Equipment” and SIN 132-51 “Terms and Conditions Applicable to Information Technology (IT) Professional Services.”

**2.2 Requests for Service; Quotes and Delivery Orders.** All Delivery Orders for Services must specify Dell’s quotation (if any), and reference the Service(s) requested and invoice address. The Government may place Delivery Orders in writing, by telephone or by facsimile transmission. Telephone Delivery Orders must be confirmed in writing or by facsimile. All Delivery Orders are subject to acceptance by Dell, which will not be unreasonably withheld.

**2.4. Prices.** The prices charged for Services purchased under this Addendum will be Dell’s then current GSA price for such Services or as otherwise negotiated between Dell and Government. If the Services are being performed on a time and materials basis, any estimates provided by Dell are for planning purposes only.

**3. PURCHASE OF THIRD PARTY PRODUCTS, SOFTWARE INSTALLATION.** “**Third Party Products**” means any hardware or software, other than parts that are Dell branded and originally listed on Dell’s standard parts lists (“**Dell Standard Products**”), that are used in the Services, whether provided by Government or procured for Government by Dell. Government shall be responsible for procuring any Third Party Products used in the Services, however Government may request that Dell procure the Third Party Products. In the event the Third Party Products procured by Dell are not used for the Services within a reasonable time following purchase of the parts by Dell, the Third Party Products will be shipped and invoiced to Government and Government will pay for these parts within thirty (30) days after the date of invoice. Dell is not responsible for any revision or engineering changes in any Third Party Products used in the Services. For software provided by Government, Government authorizes Dell (or otherwise obtains the rights for Dell) to copy, install and modify, if necessary (and required by the Technical Specification Form), all software to be used in the Services or to be recorded in electronic media for subsequent re-installation of backup. Government warrants to Dell that it has obtained any licenses, consents, or approvals required to give Dell and its subcontractors or employees the right or license to access, copy, distribute, use and/or modify (including creating derivative works) any Third Party Products and custom software to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products

**4. PROPRIETARY RIGHTS.**

**4.1** Subject to 4.2 below, right, title and interest in and to any programs, systems, data or materials first created or prepared by Dell under this Agreement including, without limitation, any copyrights, patents, and other intellectual property rights therein, shall vest in the Government in accordance with FAR 52.227-14 Rights in Data – General, where such work is specifically identified by CLIN on the Delivery Order as deliverable data or restricted computer software. Government rights in data and restricted computer software not separately called out under a Delivery Order CLIN, if any, shall be in accordance with FAR Part 12.

**4.2** The Government acknowledges that from time-to-time Dell develops certain reusable computer software, techniques, information, training material and documentation ("Utilities"). Utilities are Dell's proprietary information and intellectual property. To the extent consistent with FAR 52.227-14, Dell grants the Government Purpose Limited Rights to use those Utilities incorporated into the products developed for the Government. Subject to the foregoing, Dell retains all rights to the Utilities for any future use. The Government shall protect the Utilities according to the policies and procedures it uses for its own similar proprietary information and intellectual property.

## **5. EXPORT; REGULATORY REQUIREMENTS.**

**5.1. Export.** Government warrants that any software provided by Government and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without an export license, or if such a license is required, the software is eligible for export under Bureau of Export Administration export license exception GOV.

**5.2. Regulatory Requirements.** Dell shall not be under any obligation to perform any Service Description, SOW or Technical Specification Form or to install any Third Party Products as part of the Services or proceed with Services if such Third Party Products, or the resulting software, do not satisfy the local regulatory requirements of the country to which the Products are to be shipped.

**6. GOVERNMENT RESPONSIBILITIES.** It is the Government's responsibility to backup data on its systems. DELL IS NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY OF THE GOVERNMENT'S COMPUTER OR NETWORK SYSTEMS. Government acknowledges that Dell's performance and delivery of the Services are contingent upon: (i) Government providing access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Government's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Government will promptly obtain and provide to Dell any required consents necessary for Dell's performance of the Services described in the applicable Service Description, SOW or Technical Specification Form.

Government agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Government, unless disclosed pursuant to a mutual NDA executed by the Parties.

Some Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else, other than the manufacturer or its authorized representative, works on the hardware or software. DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES.

**7. LIMITATION OF SERVICES.** Except as stated below, when Services consist of repair of Dell systems, such Services shall be those repair services that are necessary because of any existing defect or a defect occurs in materials or workmanship in the system or in any system component covered by this Agreement. Preventive maintenance is not included. **Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) are not included.** Unless otherwise provided in the SOW, Services do not include repair of any system or system component which has been damaged as a result of: (i) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) the moving of the system from one geographic location to another or from one entity to another.

**9. INDEMNIFICATION.** Government accepts responsibility for, and agrees to indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of Government to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Service Description, SOW, or Technical Specification Form signed by the parties or Dell's performance of the Services, including the right to make any copies or reproductions of any Government provided software, or (ii) any inaccurate representations regarding the existence of an export license or the eligibility for export of software without a license.