

General Services Administration  
Federal Acquisition Service

AdvantageSelect GSA VMWare

Enterprise Level Service Bundle

Blanket Purchase Agreement (BPA)

BPA NUMBER: 47QTC-19-A-0001

In the spirit of the Federal Acquisition Streamlining Act **GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL ACQUISITION SERVICE (FAS)** and **Dell Marketing L.P.** enter into a BPA to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Multiple Award Schedule (MAS) **GS-35F-059DA**.

MAS contract BPAs eliminate the costs of open market contracting such as: the search for sources; the development of technical documents and solicitations; and the evaluation of offers.

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 **Government that works better and costs less.**

Signatures:

\_\_\_\_\_  
Vendor                      Date

\_\_\_\_\_  
Agency                      Date

Pursuant to U.S General Services Administration (GSA) Federal Supply Schedule (FSS) Contract Number(s) GS-35F-059DA and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA exclusively with GSA:

1. The following product GSA-001-F VMWare Enterprise License Agreement (ELA) Bundle can be ordered under this BPA.

	GSA Schedule Price	BPA Price
Base Year	\$97.25	\$92.83
Option Year One	\$97.25	\$92.83
Option Year Two	\$97.25	\$92.83

2. Substitution and Technology Refreshment: If at any time during the term of this BPA, the original equipment manufacturer (OEM) schedules the product(s) for discontinuation and/or end of life (EOL), the BPA holder shall provide the OEM’s new or revised product(s) on the BPA via modification. The replacement product shall meet or exceed the standard configuration of the discontinued product.

3. Period of Performance: The BPA’s period of performance is one year from date of award and two (2) option periods of twelve (12) months.

4. Authorized Users: All Department of Defense (DoD) and U.S. civilian agencies with a current VMWare Install Base and can meet the minimum order as identified in Section 11 below. Agencies that do not have a current VMWare Install Base are not eligible to use this BPA.

5. Obligation of Funds: The BPA does not obligate any funds. Funding will be identified on individual delivery orders and the Government is obligated only to the extent of orders placed under the BPA.

6. Invoices: Invoicing procedures shall be identified on the individual delivery orders in accordance with customer agency policies.

7. The Government estimates 1,026,355 VMWare Enterprise License Agreement (ELA) bundle subscription purchases under this BPA, but does not guarantee, that the volume of purchases through this agreement will be a quantity of 1,026,355 VMWare ELA bundle subscriptions. This is not a ceiling amount nor the accumulated value of delivery orders that may be issued under this BPA. Additionally, the BPA may exceed the estimated quantities without modification to the BPA.

8. Pricing Terms: The VMWare ELA bundle or technology refreshment products under this

BPA shall be set over the life of the BPA and are not subject to economic price adjustment. Prices may be voluntarily reduced at any time and additional spot discounting is encouraged. The Contractor is not required to pass on to all agencies utilizing the BPA an additional price reduction extended only to an individual agency's order or orders under this BPA.

9. The Contractor must ensure its catalog of items contains pictures of all products and includes the OEM part numbers and product descriptions.

10. Order minimum for current Install Base: There is no requirement that the ordering agency must place an order to cover the entire agency, but the minimum order threshold requires the ordering agency to have a current Installed Base value of at least \$5M based on the minimum order quantity of 50,000 with a \$100.00 SNS list price. Example Quantity: 50,000 x \$100 Installed Base Support and Subscription (SNS) (List Price).

11. Order Placement: Orders placed under this BPA are intended to be placed using the GSA AdvantageSelect storefront or directly with the BPA holder via phone, fax, email etc. Agencies other than the U.S. Army and all Department of Defense agencies will be required to post a brand name limited sources justification via GSA eBuy prior to the placing an order under this BPA.

Order Example:

SNS

Part Number	Product Description	GSA Price
VCS6-STD-P-SSS-F	U.S Federal Production Support and Subscription VMWare vCenter Server 6 Standard for vSphere 6 (Per Instance) for 1 year.  U.S. Citizen / U.S. Soil Technical Support, 24 hour service 1 support 7 days a week.	\$1,465.02
GSA-001-F	ELA Bundle SKU for 1 year (based on \$100 of IB SNS).  U.S. Citizen / U.S. Soil Technical Support, 24 hour service 1 support 7 days a week.	\$92.83

Each product on GSA IT Schedule 70 has a license SKU and a software maintenance (VMware calls "SNS") SKU. When determining a customer's Installed Base List Price SNS value, we would multiple the quantity of licenses they own by the GSA price for SNS (in this case

\$1,465.02). If a customer has 200 vCenter Server 6 licenses and uses the traditional SNS SKU, their Installed Bases SNS cost would be \$ 293,004 (200\*\$1,465.02). If the customer wants to use the ELA Bundle SKU to satisfy this maintenance requirement, they divide the \$293,004 by \$100. This results in 2,930 which is the quantity they would need to buy of the ELA Bundle SKU which would be \$271,991.90 (2,930 \* \$92.83). This is \$21,012.10 less than the price if they used the traditional SKU.

12. Order Responsiveness: For all orders placed under this agreement, the Contractor shall provide timely acknowledgement within 24 hours of receipt of order to the ordering office. The Contractor shall maintain an order tracking system that provides the Government with the capability to determine the complete history and current status of a particular order. The Contractor shall report order status through GSA AdvantageSelect or other means requested by the ordering office.

13. Inspection and Acceptance: The Contractor shall only tender for acceptance those items that conform to the requirements of this BPA and the individual orders. The ordering office reserves the right to inspect or test any product(s) that have been tendered for acceptance. The ordering office may require repair or replacement of nonconforming or damaged items at no increase in price to the Government. The ordering office must exercise its post acceptance rights: (1) within a reasonable time after the defect is discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item(s), unless the change is due to the defect in the item(s). Damaged or nonconforming items are the Contractor's responsibility and liability and the repair or replacement of such items shall not exceed the delivery timeframes specified in the order.

14. Returns: N/A

**Vendor Administration Requirements Below:**

15. GSA AdvantageSelect: Within 5 days of BPA establishment, and of any modification to BPA items or pricing, the Contractor shall upload the BPA catalog to GSA AdvantageSelect reflecting awarded BPA prices.

Software Maintenance/Technical Support: The software maintenance and technical support available under this BPA includes Production SnS Support (24 hours a day x7 days a week). All SNS support under this delivery order is "U.S. Federal," which entitles end-users to support from U.S. Citizens on U.S. Soil. The term of this support will not exceed 12-month increments.

16. GSA will provide the Contractor with a standardized reporting template that must be completed by the 15th of each month and emailed to the BPA Contracting Officer.

17. Cancellation of BPA: The Government reserves the right to cancel the BPA at any time for reasons including, but not limited to, if it is no longer needed, no longer represents competitive pricing, does not provide adequate service (e.g., delivery, billing and service quality), or the BPA holder is otherwise not in compliance with the BPA terms and conditions. The Contractor shall notify the BPA's Contracting Officer no less than 60 days prior to the expiration of Contractor's FSS 70 contract. If for any reason the Contractor's FSS 70 contract is terminated, the Contractor shall notify the BPA Contracting Officer within twenty- four (24) hours. The BPAs period of performance will not extend beyond the expiration date of the Contractor's FSS 70 contract.

#### 18. Program Review

The Contracting Officer or other authorized Government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the Government reserves the right to request a meeting in person. The meetings will include the BPA awardee, representatives from prospective customer agencies and a combination of current and prospective customer agencies. Some major Federal Government agencies, and any approved State and Local Agencies may establish a central program management function. Such users may require their primary suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

#### 19. Clauses and Prevailing Terms and Conditions:

All terms and conditions of the Contractor's awarded FSS 70 contract shall apply to the BPA and orders issued against the BPA. The terms and conditions of the Contractor's FSS 70 contract shall prevail over terms set forth in the BPA and in all orders, except to the extent that lower prices in the established BPA shall take precedence over higher prices in the Contractor's FSS 70 contract. The terms and conditions of this BPA shall apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and any terms and conditions contained in an order, the provisions of this BPA will take precedence. Delivery terms shall be established on individual delivery/task orders.

#### 20. BPA Administration:

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