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

Special Item 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item 132-32 Term Software Licenses
Special Item 132-33 Perpetual Software Licenses
Special Item 132-34 Maintenance of Software
Special Item 132-40 Cloud Computing Services
Special Item 132-51 Information Technology Professional Services

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)

SIN 132-32 – TERM SOFTWARE LICENSES
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a different SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
- Operating System Software and Application Software
- Electronic Commerce (EC) Software and 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
NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interfaces 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.

SIN 132-33 - PERPETUAL SOFTWARE LICENSES
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are software maintenance as a service.

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

SIN 132-34 - MAINTENANCE OF SOFTWARE
Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

PSC CODE J070 – Maintenance, Repair and Rebuilding of Equipment: ADP Processing Equipment (including Firmware), Software, Supplies and Support Equipment
SIN 132-40 – CLOUD COMPUTING SERVICES
Limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

PSC CODE D305 – ADP TELEPROCESSING AND TIMESHARING SERVICES

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 D316- IT NETWORK MANAGEMENT SERVICES
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.

Dell Federal Systems L.P.
One Dell Way
Round Rock, Texas 78682
(800) 727-1100
Internet Address: http://www.dell.com/fed

Contract Number: GS-35F-0884P
Contract Period: September 20, 2004 – September 19, 2019
(One five-year option period remains)
General Services Administration
Federal Acquisition Service
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INFORMATION FOR ORDERING ACTIVITIES

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 micro-purchase 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!™ on-line shopping service (http://www.fss.gsa.gov). The catalogs/price lists, GSA Advantage! and the Federal Supply Service Home Page (www.fss.gsa.gov) contains 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 activities 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 micro-purchase 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 domestic and overseas delivery.

2. ORDERING AND PAYMENT ADDRESSES

ORDERING ADDRESS
Dell Federal Systems, L.P.
One Dell Way
Round Rock, TX 78682

PAYMENT ADDRESS

Standard Remittance Address:
Dell Federal Systems L.P.
c/o Dell USA L.P.
P.O. Box 676365
Dallas, TX 75267-6021

Overnight Mail Remittance Address:
Dell Federal Systems L.P.
c/o Dell USA L.P.
Box 676265
1200 East Campbell Rd, Suite 108
Richardson, Texas 75081
Wire Transfer Information
Payee/Company Information: Dell Federal Systems L.P.
One Dell Way
Round Rock, TX 78682
Tax ID: 74-2924476

Financial Institution Information:
PNC Bank
500 First Avenue
Pittsburgh, PA 15222
Beneficiary Name: Dell Federal Systems L.P.
Bank Contact: 800-762-9473

**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 credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold.

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

Voice (800) 456-3355 / Fax (877) 416-4334

3. LIABILITY FOR INJURY OR DAMAGE
Dell Federal Systems L.P. ("Dell" or "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 ACTIVITY COMPLETION OF STANDARD FORM 279
   Block 16: Data Universal Numbering System (DUNS) Number: 149530219
   Block 30: Type of Contractor: C. Large Business.
   Block 31: Woman-Owned Small Business: No.
   Block 36: Contractor’s Tax Identification Number (TIN): 74-2924476

   a. Cage Code: 3XAU1
   b. The Contractor is registered in the SAM 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. TIME OF DELIVERY. The Contractor shall deliver to CONUS destinations within the number of calendar days after receipt of order (ARO), as specified below. In no case shall these delivery times exceed the Contractor's normal commercial practice. The Contractor shall ship orders to destinations OCONUS within the shipping times specified below.

<table>
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*Or as otherwise negotiated between the ordering office and Contractor.

i. EXPEDITED DELIVERY TIMES. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Contractor 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.

ii. OVERNIGHT AND 2-DAY DELIVERY TIMES. Ordering offices may require overnight or 2-day delivery; available within the U.S. only.

Dell generally does not build to inventory; rather Dell custom configures most orders as they are received. Once the product is built, overnight or 2-day delivery is available for an expedite fee that is negotiated at the time of Ordering Office 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.

iii. 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 70 contractors, and Schedule contractors are encouraged to quote lower “spot prices” for individual opportunities. The resulting competitive price may be included in a Delivery Order without triggering the Price Reduction clause. Special pricing may be available for large requirements. Call (800) 456-3355 to discuss this with your Sales Representative.
   
d. **PAYMENT TERMS:**
      
i. Net 30 days from receipt of invoice or completion of acceptance, whichever is later – payment by check or EFT. Absent prior written agreement, Net 30 day’s invoices are not payable by credit card.
      
   ii. Credit card payments are accepted provided billing is authorized at the time of shipment. Dell does not offer any additional discount for their use.
   
e. 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)
The Maximum Order value for the following SINS 132-12, 132-32, 132-33, 132-34, 132-40 and 132-51 is $500,000.

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, synopsize 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 -
   i. Special features of the supply or service that are required in effective program performance and that are provided by a comparative supply or service;
   ii. Trade-in considerations;
   iii. Probable life of the item selected as compared with that of a comparable item;
   iv. Warranty considerations;
   v. Maintenance availability;
   vi. Past performance; and
   vii. 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’
   i. Catalogs/price lists or use the GSA Advantage! on-line shopping service;
   ii. 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
   iii. 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:
   i. 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);
   ii. Offer the lowest price available under the contract; or
   iii. 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.

a. 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.

b. 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. CONTRACTOR TASKS / SPECIAL REQUIREMENTS

a. Security Clearances. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. The Appendix A, Section II Hourly Labor Rates are for un-cleared labor, since the price for cleared labor resources varies widely by region and clearance level. The Contractor will quote, subject to agreement between the parties, the additional hourly charge (if any) to provide cleared personnel.

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges. Please note that the Appendix A, Section II hourly labor rates include travel expenses within a 75 mile radius of the service provider’s local.
outside of said radius is not included in the cited labor rates. All such travel will be invoiced separately, in accordance with the provisions of the Joint Travel Regulations.

c. **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. **Personnel:** The Contractor may be required to provide key personnel, representative sample resumes, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

g. **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

i. **Government-Furnished Property:** As specified by the agency’s order, the ordering activity may provide property, equipment, materials or resources as necessary.

j. **Availability of Funds:** Many ordering activity operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the ordering activity for any payment may arise until funds are available to the ordering Contracting Officer.

k. **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
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! provides on-line access to vendors’ schedule prices with ordering information and allows the user to perform various searches across all contracts including, but not limited to:

- Manufacturer
- Manufacturer’s Part Number
- Product Categories

Agencies may browse GSA Advantage! at https://www.gsaadvantage.gov.

17. **PURCHASE OF OPEN MARKET 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:

i. 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));

ii. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

iii. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

iv. 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:

i. Time of delivery/installation quotations for individual orders;

ii. 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.

iii. 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. OCONUS locations where maintenance is available may vary. 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 the link below for 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.

d. Performance of secure support maintenance/repair, as well as classified professional services is dependent on the availability of cleared resources in-country. Such resources are not available in all countries where Contractor provided non-cleared services. Ordering offices should check with their Contractor Sales Representative for additional information.

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 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 apply.

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, de-installation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE
General information regarding Section 508 compliance information on the supplies and services in this contract is available in Electronic and Information Technology (EIT) at:

http://www.section508.gov/

Dell maintains an extensive library of Section 508 Voluntary Product Accessibility Templates (VPATS) that detail how individual products meet the requirements of Section 508. Dell’s VPATS, as well as other related information may be found at:


Please contact your Dell Sales Representative for additional information.
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/federal. 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 affect 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—

i. 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

ii. 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—

i. For such period as the laws of the State in which this contract is to be performed prescribe; or

ii. 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
Advance or pre-payment is not authorized or allowed under this contract. Milestone payments may be authorized, subject to negotiation between the ordering office and the Contractor, and must be tied to completion and acceptance of defined tasks or events.
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
RETURN TO DEPOT REPAIR SERVICE IS NOT AVAILABLE UNDER THIS CONTRACT. Such service is available under Contractor’s affiliate, Dell Marketing L.P.’s GSA Schedule (GS-35F-059DA).

1. SERVICE AREAS
The maintenance and repair service rates listed herein are applicable to all service performed at the Government’s location.

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 ordering activity sends equipment to the Contractor’s establishment for repairs, the ordering activity shall be responsible for any damage or loss from the time the equipment is shipped from the ordering activity 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 ordering activity 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.
   i. 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.
   ii. 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.
iii. 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 ordering activity during the contract term.

   b. The turnaround time for repair service is generally one to two business days, depending on availability of repair parts (if needed) after inspection of the system by the technician.

   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, except for hard drives and any other components which, for US Government security reasons, must be retained by the Government.

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.

   b. 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 ordering activity and the Contractor:

      At the Government location: Subject to negotiation, based upon the complexity of the system, 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. Repair parts, when installed in the system, take on the TAA status of the information technology system. All parts are furnished with a 10 business day return policy.

9. 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.

10. 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.

11. SUPPORT 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 contract. 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 a Service Agreement established under SIN 132-12, 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.
1. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender those items that conform to the requirements of this contract. Acceptance shall occur on the day of proof of delivery of the product to the ordering activity.

2. **GUARANTEE/WARRANTY**

a. **Warranty/License**
   
i. **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 of Sale” link, followed by the “Commercial & Public Sector” link, then click the “License Agreements” link).

   ii. **Third-party software products.**

   (1) 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 on which the software is provided for a period of one (1) year, beginning on the first day of acceptance.

   (2) **License Agreement.** All software, including Microsoft software, is provided subject to the license agreement provided with the software, either pre-loaded 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. **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.
3. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

i. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

ii. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324. 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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a point of contact the purpose of which is to provide user assistance and guidance in the implementation of the operating system software for the first 30 days from the date of acceptance. User assistance may be provided by Dell or the software manufacturer. Assistance is available through Dell Technical Support; the Technical Support telephone numbers may vary by product type and are available online (as is support via chat and email) on the “Call Technical Support” page at:

http://support.dell.com/support/topics/global.aspx/support/dellcare/contacttechnicalsupport?c=us&cs=RC1009777&l=en&s=fed&~ck=anavml

On that site, click on the “Telephone” button, you will then be asked for your Dell Service Tag, after which the appropriate telephone number will be provided. Assistance 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; and may be available 24x7 depending on system type. Application software support can be purchased optionally from the software manufacturer.

5. **PERIODS OF TERM LICENSES (SIN132-32) AND MAINTENANCE (132-34)**
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
   
   b. Term Licenses and/or 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.

   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 marked shall be subject to the following:
   
   i. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
   
   ii. 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.

iii. Except as is provided in paragraph 6.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.

iv. 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.

v. "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.
NOTE: If procuring related IT Professional Services over and above initial onboarding and training, please reference the SIN 132-51 Section below.

1. SCOPE
The prices, terms and conditions stated under Special Item Number (SIN) 132-40 Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

This Contract offers all sub-categories in scope for this SIN: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). See service model guidance below for advice on sub-category selection. Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST. Table 1 is representation of the scope and sub-categories.

2. GUARANTEE/WARRANTY
   a. Warranty/License for third-party software products.
      i. 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 on which the software is provided for a period of one (1) year, beginning on the first day of acceptance.

      ii. License Agreement. All software, including Microsoft software, is provided subject to the license agreement provided with the software, either pre-loaded 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. 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.

Table 1: Cloud Computing Services SIN

<table>
<thead>
<tr>
<th>SIN Description</th>
<th>Sub-Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Commercially available cloud computing services</td>
<td>1. <strong>Software as a Service (SaaS):</strong> Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</td>
</tr>
<tr>
<td>● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics</td>
<td>2. <strong>Platform as a Service (PaaS):</strong> Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</td>
</tr>
<tr>
<td>● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models</td>
<td>3. <strong>Infrastructure as a Service (IaaS):</strong> Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</td>
</tr>
</tbody>
</table>

3. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

a. Cloud computing services available under the Contract consist of the following Microsoft products:

- **Office 365**
- **Microsoft Azure** (Service Model: IaaS and PaaS/Deployment Model: Public Cloud and Government Community Cloud)
- **Dynamics CRM Online** (Service Model: SaaS/Deployment Model: Public Cloud and Government Community Cloud)
- **Microsoft Intune** (Service Model: SaaS/Deployment Model: Public Cloud)

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1 Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.
i. Cloud services pricing is set forth in Appendix A.

ii. Mapping of Microsoft Cloud Properties to NIST Cloud Characteristics is set forth in Table 3 below.

b. Information technology hardware products necessary for a cloud implementation, if any, are available under Dell Marketing L.P.’s GSA Schedule 70 (GS-35F-059DA), through a GSA CTA. Dell Marketing L.P. is an affiliate of Dell Federal Systems L.P. Professional services are available under SIN 132-51 of this Contract.

4. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

a. Acceptance Testing
Any required Acceptance Test Plans and Procedures shall be negotiated by the Ordering Activity at task order level. The Contractor shall perform acceptance testing of the systems for Ordering Activity approval in accordance with the approved test procedures.

b. Training
If training is provided commercially the Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. Contractor is responsible for indicating if there are separate training charges.

c. Information Assurance/Security Requirements
The contractor shall meet information assurance/security requirements in accordance with the Ordering Activity requirements at the Task Order level.

d. Related Professional Services
The Contractor is responsible for working with the Ordering Activity to identify related professional services and any other services available on other SINs that may be associated with deploying a complete cloud solution. Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN.

e. Performance of Cloud Computing Services
The Contractor shall respond to Ordering Activity requirements at the Task Order level with proposed capabilities to Ordering Activity performance specifications or indicate that only standard specifications are offered. In all cases the Contractor shall clearly indicate standard service levels, performance and scale capabilities.

The Contractor shall provide appropriate cloud computing services on the date and to the extent and scope agreed to by the Contractor and the Ordering Activity.

f. Reporting
The Contractor shall respond to Ordering Activity requirements and specify general reporting capabilities available for the Ordering Activity to verify performance, cost and availability.
In accordance with commercial practices, the Contractor may furnish the Ordering Activity/user with a monthly summary Ordering Activity report.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

The Ordering Activity is responsible for indicating the cloud computing services requirements unique to the Ordering Activity. Additional requirements should not contradict existing SIN or IT Schedule 70 Terms and Conditions. Ordering Activities should include (as applicable) Terms & Conditions to address Pricing, Security, Data Ownership, Geographic Restrictions, Privacy, SLAs, etc.

Cloud services typically operate under a shared responsibility model, with some responsibilities assigned to the Cloud Service Provider (CSP), some assigned to the Ordering Activity, and others shared between the two. The distribution of responsibilities will vary between providers and across service models. Ordering activities should engage with CSPs to fully understand and evaluate the shared responsibility model proposed. Federal Risk and Authorization Management Program (FedRAMP) documentation will be helpful regarding the security aspects of shared responsibilities, but operational aspects may require additional discussion with the provider.

a. Ordering Activity Information Assurance/Security Requirements Guidance

i. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

ii. The Ordering Activity shall assign a required impact level for confidentiality, integrity and availability (CIA) prior to issuing the initial statement of work. The Contractor must be capable of meeting at least the minimum security requirements assigned against a low-impact information system in each CIA assessment area (per FIPS 200) and must detail the FISMA capabilities of the system in each of CIA assessment area.

iii. Agency level FISMA certification, accreditation, and evaluation activities are the responsibility of the Ordering Activity. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Cloud Computing Services.

iv. The Ordering Activity has final responsibility for assessing the FedRAMP status of the service, complying with and making a risk-based decision to grant an Authorization to Operate (ATO) for the cloud computing service, and continuous monitoring. A memorandum issued by the Office of Management and Budget (OMB) on Dec 8, 2011 outlines the responsibilities of Executive departments and agencies in the context of FedRAMP compliance.

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v. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates.

b. Deployment Model
If a particular deployment model (Private, Public, Community, or Hybrid) is desired, Ordering Activities are responsible for identifying the desired model(s). Alternately, Ordering Activities could identify requirements and assess Contractor responses to determine the most appropriate deployment model(s).

c. Delivery Schedule
The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers.

d. Interoperability
Ordering Activities are responsible for identifying interoperability requirements. Ordering Activities should clearly delineate requirements for API implementation and standards conformance.

e. Performance of Cloud Computing Services
The Ordering Activity should clearly indicate any custom minimum service levels, performance and scale requirements as part of the initial requirement.

f. Reporting
The Ordering Activity should clearly indicate any cost, performance or availability reporting as part of the initial requirement.

g. Privacy
The Ordering Activity should specify the privacy characteristics of their service and engage with the Contractor to determine if the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could be requiring assurance that the service is capable of safeguarding Personally Identifiable Information (PII), in accordance with NIST SP 800-122⁴ and OMB memos M-06-16⁵ and M-07-16⁶. An Ordering Activity will determine what data elements constitute PII according to OMB Policy, NIST Guidance and Ordering Activity policy.

h. Accessibility
The Ordering Activity should specify the accessibility characteristics of their service and engage with the Contractor to determine the cloud service is capable of meeting Ordering Activity requirements. For example, a requirement could require assurance that the service is capable of providing accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

⁴ NIST SP 800-122, “Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)”
⁵ OMB memo M-06-16: Protection of Sensitive Agency Information
⁶ OMB Memo M-07-16: Safeguarding Against and Responding to the Breach of Personally Identifiable Information
i. Geographic Requirements
Ordering activities are responsible for specifying any geographic requirements and engaging with the Contractor to determine that the cloud services offered have the capabilities to meet geographic requirements for all anticipated task orders. Common geographic concerns could include whether service data, processes and related artifacts can be confined on request to the United States and its territories, or the continental United States (CONUS).

j. Data Ownership and Retrieval and Intellectual Property
Intellectual property rights are not typically transferred in a cloud model. In general, CSPs retain ownership of the Intellectual Property (IP) underlying their services and the customer retains ownership of its intellectual property. The CSP gives the customer a license to use the cloud services for the duration of the contract without transferring rights. The government retains ownership of the IP and data they bring to the customized use of the service as spelled out in the FAR and related materials.

General considerations of data ownership and retrieval are covered under the terms of Schedule 70 and the FAR and other laws, ordinances, and regulations (Federal, State, City, or otherwise). Because of considerations arising from cloud shared responsibility models, ordering activities should engage with the Contractor to develop more cloud-specific understandings of the boundaries between data owned by the government and that owned by the cloud service provider, and the specific terms of data retrieval.

In all cases, the Ordering Activity should enter into an agreement with a clear and enforceable understanding of the boundaries between government and cloud service provider data, and the form, format and mode of delivery for each kind of data belonging to the government.

The Ordering Activity should expect that the Contractor shall transfer data to the government at the government’s request at any time, and in all cases when the service or order is terminated for any reason, by means, in formats and within a scope clearly understood at the initiation of the service. Example cases that might require clarification include status and mode of delivery for:

- Configuration information created by the government and affecting the government’s use of the cloud provider’s service.
- Virtual machine configurations created by the government but operating on the cloud provider’s service.
- Profile, configuration and other metadata used to configure SaaS application services or PaaS platform services.

The key is to determine in advance the ownership of classes of data and the means by which Government owned data can be returned to the Government.

k. Service Location Distribution
The Ordering Activity should determine requirements for continuity of operations and performance and engage with the Contractor to ensure that cloud services have adequate service location distribution to meet anticipated requirements. Typical concerns include ensuring that:
• Physical locations underlying the cloud are numerous enough to provide continuity of operations and geographically separate enough to avoid an anticipated single point of failure within the scope of anticipated emergency events.
• Service endpoints for the cloud are able to meet anticipated performance requirements in terms of geographic proximity to service requestors.

Note that cloud providers may address concerns in the form of minimum distance between service locations, general regions where service locations are available, etc.

1. Related Professional Services
Ordering activities should engage with Contractors to discuss the availability of limited assistance with initial setup, training and access to the services that may be available through this SIN.

Any additional substantial and ongoing professional services related to the offering such as integration, migration, and other cloud professional services are out of scope for this SIN. Ordering activities should consult the appropriate GSA professional services schedule.

6. GUIDANCE FOR CONTRACTORS
This section offers guidance for interpreting the Contractor Description Requirements in Table 2, including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Contractor-specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to Factors for Evaluation. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145.

Contractors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

In addition, contractors submitting services for listing under this SIN are encouraged to select a sub-category for each service proposed under this SIN with respect to a single principal NIST cloud service model that most aptly characterizes the service. Service model categorization is optional.

Both service and deployment model designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection.
a. **NIST Essential Characteristics**

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Capability</th>
<th>Guidance</th>
</tr>
</thead>
</table>
| On-demand self-service | • Ordering activities can Directly provision services without requiring Contractor intervention.  
|                      | • This characteristic is typically implemented via a service console or programming interface for provisioning | Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or annual payments on what are essentially on demand services. Services under this SIN must be capable of true on-demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: Ordering activities must specify their procurement approach and requirements for on-demand service Contractors must propose how they intend to meet the approach Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available. |
| Broad Network Access  | • Ordering activities are able to access services over standard agency networks.  
|                      | • Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones are able to access  
|                      | • services over standard agency networks  
|                      | • Service can be accessed and consumed using standard devices such as browsers, tablets and mobile phones | • Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service.  
|                      | • Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor. |
### Inheriting Essential Characteristics

Cloud services may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example, a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Services inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from "Provider A" and a PaaS service from "Provider B". The PaaS service may inherit broad network access from "Provider A" but must identify and support the inherited service as an acceptable IaaS provider.

### Assessing Broad Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.
Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

Table 3: Mapping of Microsoft Cloud Properties to NIST Cloud Characteristics

<table>
<thead>
<tr>
<th>Service</th>
<th>Mapping</th>
</tr>
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</table>
| Office 365 | • **On-demand self-service:** Office 365 end users and administrators can unilaterally provision computing capabilities without requiring human interaction with Office 365 operational staff.  
• **Broad network access:** Office 365 is accessible over data networks and the public Internet and is accessible through standard mechanisms that promote use by heterogeneous thin or thick clients, to include mobile phones, tablets, laptops and workstations.  
• **Resource pooling:** Office 365 is a "multi-tenant" service, in which the computing resources are pooled to serve multiple customers, with different physical and virtual resources dynamically assigned and reassigned according to customer demand. The location of Office 365 resources such as storage, processing, memory and network are generally not known to the end user and do not affect the performance experienced by the end user. Government administrators of Office 365 tenants can specify data center locations but the specification of those locations do not impact the experience of the end user.  
• **Rapid elasticity:** Office 365 capabilities can be elastically provisioned and released automatically, to scale rapidly outward and inward commensurate with demand. To the end user, the capabilities available for provisioning appear to be unlimited and can be appropriated in any quantity at any time (subject to all relevant government acquisition regulations and governing law).  
• **Measured service:** Office 365 measures end user and organizational consumption across a number of meters relevant to Office 365 functionality, including but not limited to storage allocated to documents and email and functionality such as Unified Communications and client side software installation. Office 365 has multiple levels of costs based on functionality consumed by users. Usage of Office 365 is monitored, controlled and reported, providing transparency for the provider and consumer of the utilized service. |
<table>
<thead>
<tr>
<th>Microsoft Azure (Service Model: IaaS and PaaS / Deployment Model: Public Cloud and Government Community Cloud)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>On-demand self-service:</strong> Azure tenant administrators can unilaterally provision computing capabilities such as server time, storage, network bandwidth and other computing capabilities, automatically without requiring human interaction.</td>
</tr>
<tr>
<td><strong>Broad network access:</strong> Azure capabilities are available over the network and accessed through standard mechanisms via heterogeneous thin or thick client platforms such as mobile phones, tablets, laptops and workstations.</td>
</tr>
<tr>
<td><strong>Resource pooling:</strong> The computing resources underlying Azure are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. Customers generally have no control or knowledge over the exact location of the provided resources but are able to specify location at a higher level of abstraction, such as region within the United States.</td>
</tr>
<tr>
<td><strong>Rapid elasticity:</strong> Azure capabilities can be elastically provisioned and released automatically to scale rapidly outward and inward commensurate with demand. To the consumer, the Azure capabilities available for provisioning appear unlimited and can be appropriated in any quantity at any time.</td>
</tr>
<tr>
<td><strong>Measured service:</strong> Azure automatically controls and optimizes resource use by leveraging a metering capability at an appropriate level of abstraction for the type of service, including storage, processing, bandwidth and active user accounts. Resource usage is monitored, controlled and reported via the Azure Portal as well as various Application Program Interfaces (APIs) available to consumers of Azure.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dynamics CRM Online (Service Model: SaaS/Deployment Model: Public Cloud and Government Community Cloud)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>On-demand self-service:</strong> Dynamics CRM Online end users and administrators can unilaterally provision computing capabilities without requiring human interaction with Dynamics CRM Online operational staff.</td>
</tr>
<tr>
<td><strong>Broad network access:</strong> Dynamics CRM Online is accessible over data networks and the public Internet and is accessible through standard mechanisms that promote use by heterogeneous thin or thick clients, to include mobile phones, tablets, laptops and workstations.</td>
</tr>
<tr>
<td><strong>Resource pooling:</strong> Dynamics CRM Online is a “multi-tenant” service, in which the computing resources are pooled to serve multiple customers, with different physical and virtual resources dynamically assigned and reassigned according to customer demand. The location of Dynamics CRM Online resources such as storage, processing, memory and network are generally not known to the end user and do not affect the performance experienced by the end user.</td>
</tr>
<tr>
<td><strong>Rapid elasticity:</strong> Dynamics CRM Online capabilities can be elastically provisioned and released automatically, to scale rapidly outward and inward commensurate with demand. To the end user, the capabilities available for provisioning appear to be unlimited and can be appropriated in any quantity at any time (subject to all relevant government acquisition regulations and governing law).</td>
</tr>
<tr>
<td><strong>Measured service:</strong> Dynamics CRM Online measures end user and organizational consumption across a number of meters relevant to Dynamics CRM Online functionality, including but not limited to storage and functionality of features. Usage of Dynamics CRM Online is monitored, controlled and reported, providing transparency for the provider and consumer of the utilized service.</td>
</tr>
</tbody>
</table>
b. **NIST Service Model**

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST’s service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing services of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as “Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as “LAMP as a Service” or “Database as a Service” would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as “Travel Facilitation as a Service” or “Email as a Service” would be properly characterized as species of Software as a Service (SaaS) for this SIN. However, Contractors can and should include appropriate descriptions (include commercial marketing terms) of the service in the full descriptions of the service’s capabilities.

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Microsoft Intune

(Service Model: SaaS/Deployment Model: Public Cloud)

- **On-demand self-service:** Microsoft Intune is a cloud based mobile device management service operated by Microsoft. Users of Intune can unilaterally provision mobile device management (MDM) and mobile application management from a variety of client devices running Windows, iOS and Android while Intune subscription administrators can control the applications and devices managed by Intune without human intervention.
- **Broad network access:** Microsoft Intune is accessible over the public Internet and can be accessed by heterogeneous thin or thick client platforms like phones, tablets, laptops and workstations via standard mechanisms.
- **Resource pooling:** Microsoft Intune resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to customer demand.
- **Rapid elasticity:** Microsoft Intune capabilities can be elastically provisioned and released automatically to scale rapidly outward and inward commensurate with demand.
- **Measured service:** Microsoft Intune automatically controls and optimizes resource use by leveraging metering capabilities at a level of abstraction appropriate for mobile device and mobile application management. Microsoft Intune consumers, in particular the Intune subscription administrators, can view, monitor and control resource usage via an online portal.
When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

1) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.

2) **Primary Focus of the Service.** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, and SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.

3) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity’s primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.

4) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS Service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 4 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.
### Table 4: Guidance on Mapping to NIST Service Models

<table>
<thead>
<tr>
<th>Service Model</th>
<th>Guidance</th>
</tr>
</thead>
</table>
| Infrastructure as a Service (IaaS) | Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices.  
  - IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting  
  - The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device.  
  Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks.  
  Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS. |
| Platform as a Service (PaaS)   | Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.  
  - A complete platform can deploy an entire application. Complete platforms can be proprietary or open source  
  - Partial platforms can deploy a component of an application which combined with other components make up the entire deployment  
  - PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service  
  - The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.  
  - A limited range of configuration options for the platform service may be available.  
  Examples of complete PaaS services include:  
  - A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,  
  - a Windows .Net platform ready to deploy a .Net application,  
  - A custom complete platform ready to develop and deploy an application in a proprietary language  
  - A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.  
  The essential characteristic of a complete PaaS is defined by the customer’s ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:  
  - A database service ready to deploy a customer’s tables, views and procedures  
  - A queuing service ready to deploy a customer’s message definitions  
  - A security service ready to deploy a customer’s constraints and target  
  - applications for continuous monitoring  
  The essential characteristic of an individual PaaS component is the customer’s ability to deploy their unique structures and/or data onto the component for a partial platform function. |
<table>
<thead>
<tr>
<th>Service Model</th>
<th>Guidance</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Note that both the partial and complete PaaS examples all have two things in common:</td>
</tr>
<tr>
<td></td>
<td>• They are software services, which offer significant core functionality out of the box</td>
</tr>
<tr>
<td></td>
<td>• They must be configured with customer data and structures to deliver results</td>
</tr>
<tr>
<td></td>
<td>As noted in IaaS, operating systems represent a grey area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service ‘hides’ underlying infrastructure, consider it as PaaS.</td>
</tr>
<tr>
<td>Software as a Service (SaaS)</td>
<td>Select a SaaS model for service based equivalents of software applications.</td>
</tr>
<tr>
<td></td>
<td>• SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting</td>
</tr>
<tr>
<td></td>
<td>• The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.</td>
</tr>
<tr>
<td></td>
<td>Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.</td>
</tr>
<tr>
<td></td>
<td>Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki’s, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.</td>
</tr>
<tr>
<td></td>
<td>Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.</td>
</tr>
</tbody>
</table>

c.  **Deployment Model**

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 5 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.
Table 5: Guidance for Selecting a Deployment Model

<table>
<thead>
<tr>
<th>Deployment Model</th>
<th>Guidance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Cloud</td>
<td>The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.</td>
</tr>
<tr>
<td>Public Cloud</td>
<td>The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.</td>
</tr>
<tr>
<td>Community Cloud</td>
<td>The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.</td>
</tr>
<tr>
<td>Hybrid Cloud</td>
<td>The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g., bursting.</td>
</tr>
</tbody>
</table>
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 Services within the scope of this Information Technology Schedule.
   
   b. The Contractor shall provide services at the Contractor’s facility or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
   
   c. Availability of IT Professional Services in certain OCONUS locations may vary. Ordering offices are encouraged to check availability with Contractor Services Sales Representatives.

2. PERFORMANCE INCENTIVES
   a. 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. Incentives should be designed to relate results achieved by the contractor to specified targets. 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.

3. 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. In the event of a conflict between the terms of the task order and a Service Agreement (as defined in section 3.c below) the contract will take precedence.
c. Task order services will be described in one or more of the following: (i) "Service Descriptions" as generally described in this SIN 132-51 and available at:


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 those found at the URL in 3.c above.

4. 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 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 ordering activity 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.

g. "Third Party Products" means any third-party hardware, services or software. Some manufacturers’ warranties or service contract terms and conditions for Third Party Products may become void if Dell or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD
PARTY WARRANTIES OR FOR ANY EFFECT THAT THE DELL SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between the ordering activity and Dell, Third Party Products shall be exclusively subject to terms and conditions between the third party and the ordering activity. Dell shall have no liability for Third Party Products and the ordering activity shall look exclusively to the third party provider for any damages or liability with respect to the provision of such Third Party Products.

Except as otherwise specifically agreed to in a Service Agreement, the ordering activity authorizes Dell (or otherwise obtains the rights for Dell) to copy, install and modify, when necessary and as required by the Service Agreement, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. The ordering activity warrants to Dell that it has obtained any licenses, consents, regulatory certifications or approvals required to give Dell and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products 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.

5. 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 order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

   i. Cancel the stop-work order; or
   ii. 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-

   i. 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
   ii. 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.

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. Contractor’s ISO 9001:2000 certification constitutes an inspection system that is acceptable to the Government.

7. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all applicable laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

8. **PROPRIETARY RIGHTS**

a. Except as otherwise specifically agreed to in a task order/Service Agreement, Dell will retain exclusive ownership in all Deliverables created by Dell hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by Dell thereunder. Dell grants the ordering activity a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely ordering activity’s internal use. “Deliverables” means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations that are prepared by Dell or its subcontractors in the course of performing the Services.

b. Notwithstanding the provisions of section 8.a above, right, title and interest in all Deliverables shall vest in the ordering activity in accordance with FAR 52.227-14 Rights in Data – General, where such Deliverables are specifically identified by a separately priced CLIN on the task order or delivery order as deliverable data or restricted computer software. Ordering activity rights in data and restricted computer software not separately called out under a Delivery Order CLIN, if any, shall be in accordance with section 8.a above.

c. Tools & Software. Dell will retain all intellectual property rights with respect to the processes, tools and software related to the Services. Any use by ordering activity, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by Dell during the term of Services is prohibited.

9. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

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

c. Order activity agrees that any information or data disclosed or sent to Contractor, over the telephone, electronically or otherwise, is not confidential or proprietary to ordering activity, unless disclosed pursuant to a mutual non-disclosure agreement executed by the Parties.

d. 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.

10. EXPORT; REGULATORY REQUIREMENTS
a. Export. The ordering activity warrants that any software provided by the ordering activity 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.

b. 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.

11. INDEMNIFICATION
a. The ordering activity 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 ordering activity to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Service Agreement or Dell’s performance of the Services, including the right to make any copies or reproductions of any ordering activity provided software, or (ii) any inaccurate representations regarding the existence of an export license or the eligibility for export of software without a license.

b. Dell shall defend, indemnify and hold harmless ordering activity from any third-party claim or action that the Services or any Deliverables (excluding Third-Party Products) prepared or produced by Dell and delivered pursuant to the Service Agreement infringe or misappropriate that third party’s patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services or Deliverables are sold to ordering activity by Dell (“Indemnified Claims”). In addition, if Dell receives notice of a claim that, in Dell’s reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its option, (A) obtain a right for ordering activity to continue using such Service or Deliverable; (B) modify such Service or Deliverable to make it non-infringing; (C) replace such Service or Deliverable with a non-infringing equivalent; or (D) refund any pre-paid fees for the allegedly
infringing Services that have not been performed or provide a reasonable depreciated refund for the allegedly infringing Deliverable. Notwithstanding the foregoing, Dell shall have no obligation under this Section for any claim resulting or arising from (A) Ordering activity’s modifications of the Service or Deliverable that were not approved by Dell; (B) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (C) Dell’s compliance with Ordering activity’s written specifications or directions, including the incorporation of any software or other materials or process provided by or requested by Ordering activity.

12. INDEPENDENT CONTRACTOR
All IT 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.

13. 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.

14. INVOICES
a. The Contractor, upon completion of the work ordered, shall submit invoices for IT 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. Such invoices may include generic, dollar value denominational skus – as listed on the applicable hardware/services GSA price list – to
facilitate ease of invoicing. The value of the denominational skus shall tie back to the task order/Service Agreement pricing.

15. **PAYMENTS**

a. Charges will be invoiced monthly for services rendered. The ordering activity 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 services 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. For time-and-materials/labor-hour orders applicable under FAR 52.216-31 (Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

i. The ordering activity contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

ii. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

   1. The offeror;
   2. Subcontractors; and/or
   3. Divisions, subsidiaries, or affiliates of the offeror under a common control.

c. If the Services are being performed on a time and materials or labor hour basis, any estimates provided by Dell are for planning purposes only.

16. **RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request. Please note that during the proposal phase of task order procurement, given the uncertainty of awardee and contractor labor resource utilization requirements, sample resumes may be submitted. Upon award resumes of the individual(s) who will perform the service(s) will be provided to the ordering activity upon request.

17. **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.

18. **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, which consent will not be unreasonably withheld.

19. WARRANTY FOR DELL SERVICES
   a. Limited Warranty. DELL WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, DELL (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "DELL PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE DELL PARTIES MAY MAKE.

   b. Limitation of Liability. NEITHER THE DELL PARTIES NOR CUSTOMER WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY DELL. WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER. THE DELL PARTIES’ AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY CLAIM OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THIS MSA SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE (12) MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

   c. High-Risk Application Disclaimer. The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

20. SUPPORT 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 Service Agreement, 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.

21. AVAILABLE IT PROFESSIONAL SERVICES
a. Dell Services leverages expertise in a wide range of IT services solutions, including but not limited to 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 IT challenges, maximize the value of information technology investments, and create an efficient, effective and scalable enterprise, while minimizing expense and complexity.

b. Descriptions, by category, of Dell Services’ portfolio are available on the link below. Additional, detailed information is available either from your Dell Services Account Executive or Sales Representative. Many of the services are available under the Contract through utilization of its labor categories; others are available through GSA teaming with Dell Marketing L.P.’s Schedule, with the Contractor as the Team Lead providing cleared personnel, and selectively as open market items consistent with ordering activity regulations.


Service practice areas include:
- Support Services
- Application Modernization
- Application Services
- Business Process Outsourcing
- Cloud-Based Services
- Deployment Services
- Information Security Services
- Financing & Leasing
- IT Consulting
- Training Services

22. HOURLY LABOR SERVICES
Information Technology Professional Services hourly rate labor categories and descriptions are included in the Appendix A Price List, Section II.

23. PRICING
a. Selected Dell Services offerings are available only on a fixed price basis (using the Contract’s approved labor categories/rates as the basis for the statement of work); other services are available on a time and materials or labor hour basis. Please contact your Dell Services Account Executive for additional information on pricing.
b. Secure Support Services. Many Government end-users required cleared personnel (i.e. those holding security clearances) to perform warranty services. Appendix A, Section I lists Secure Support Services available under the Contract. In the event a particular Dell IT hardware model is not listed, GSA Contractor Teaming is available as a solution, i.e. Dell Marketing L.P. would provide the basic service under its Schedule, and Contractor (as Team Lead) would provide the cleared personnel. The uplift, if any, for cleared resources would be billed under Dell Federal Systems L.P.’s Schedule. An overarching GSA CTA is in place between Dell Federal Systems L.P. and Dell Marketing L.P. for this purpose.

c. Professional IT Services Hourly Labor Rates. Please refer to section II. Hourly Labor Rates, of Appendix A – Price List. Please note that the Contractor has additional labor categories available on an open market basis, consistent with the ordering activity’s guidelines.
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 demonstrates 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 Ying McGuire, Sr. Manager Dell Supplier Diversity, 512-728-2435, Ying_McGuire@Dell.com
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
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:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>______________________</td>
</tr>
<tr>
<td>______________________</td>
<td>______________________</td>
</tr>
</tbody>
</table>

2. Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULE/DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>______________________</td>
</tr>
<tr>
<td>___________</td>
<td>______________________</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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<tbody>
<tr>
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<td>_______________</td>
</tr>
<tr>
<td>_______</td>
<td>_______________</td>
</tr>
</tbody>
</table>

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;
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 or 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
Price List

I. Secure Support Services
II. Cloud Computing Services
II. Hourly IT Professional Services Labor Categories/Descriptions/Rates
III. Third Party Manufacture Products
## Appendix A - Price List

### I. Secure Support Services

| MFR PART NO (SKU) | PRODUCT NAME | Security Level | System Type | PRODUCT DESCRIPTION | UOI | GSA OFFER PRICE (inclusive of the .75% IFF)
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>981-9722</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>NBD, PowerEdge SCXX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$56.47</td>
</tr>
<tr>
<td>981-9732</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 5x10, PowerEdge SCXX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$56.47</td>
</tr>
<tr>
<td>981-9742</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 7x24, PowerEdge SCXX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$56.47</td>
</tr>
<tr>
<td>981-9752</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>NBD, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9762</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>NBD, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9772</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>NBD, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9842</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 5x10, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9852</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 5x10, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9862</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 5x10, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9872</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 7x24, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>981-9882</td>
<td>Secure Support</td>
<td>Secret/TS</td>
<td>Enterprise</td>
<td>4 Hour 7x24, PowerEdge XX FED Secure Support, 3 Year, Labor On-site</td>
<td>EA</td>
<td>$94.75</td>
</tr>
<tr>
<td>Code</td>
<td>Type</td>
<td>Option</td>
<td>Description</td>
<td>Quantity</td>
<td>Price</td>
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II. CLOUD COMPUTING SERVICES

Dell's Cloud Computing Services Price list consists of thousands of individual line items. It will be provided via email upon request.
### III. Hourly Labor Categories, Descriptions and Rates

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
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<tbody>
<tr>
<td>Consultant - USA</td>
<td>$150.65</td>
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<tr>
<td>GICS - Global Principal Consultant USA</td>
<td>$236.18</td>
</tr>
<tr>
<td>Program Manager USA</td>
<td>$198.16</td>
</tr>
<tr>
<td>GICS - Principal Engineering Architect USA</td>
<td>$343.10</td>
</tr>
<tr>
<td>Project Coordinator USA</td>
<td>$83.82</td>
</tr>
<tr>
<td>Project Manager – USA</td>
<td>$162.62</td>
</tr>
<tr>
<td>GICS - Senior Engineering Architect USA</td>
<td>$330.65</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Functional Responsibilities</th>
<th>Minimum/ General Experience and Years of Experience</th>
<th>Educational Requirements</th>
<th>Hourly Rate¹,²</th>
</tr>
</thead>
</table>
| Consultant USA          | • Perform technical/business analysis
  • Define technical/business requirements
  • Create technical/business design
  • Define technical/business tasks
  • Validate technical/business solution
  • Oversee and/or perform technical/business tasks
  • Define testing requirements
  • Create and/or review documentation | Minimum of 4 years of IT Related Experience | Diploma / GED and Proven experience in Computer Science or a Engineering / Scientific Discipline | $150.65               |
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Functional Responsibilities</th>
<th>Minimum/General Experience and Years of Experience</th>
<th>Educational Requirements</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>GICS - Global Principal Consultant</td>
<td>• Performs routine and complex technical duties involving relevant technical disciplines.&lt;br&gt;• Perform technical/business analysis&lt;br&gt;• Define technical/business requirements&lt;br&gt;• Define technical/business tasks&lt;br&gt;• Perform technical/business tasks&lt;br&gt;Oversee and / or perform technical business tasks&lt;br&gt;• Define testing requirements&lt;br&gt;• Create and/or review documentation&lt;br&gt;• Lead project team or multiple project teams&lt;br&gt;• Manage inter-related project teams&lt;br&gt;• Provide technical and/or business subject matter expertise&lt;br&gt;• Ensure client satisfaction and overall quality of project delivery&lt;br&gt;• Develop and/or deliver client presentations&lt;br&gt;• Manage overall project escalation process&lt;br&gt;• Manage program and/or project requirements and resources&lt;br&gt;• Provide Strategy consulting</td>
<td>Minimum of 6 years of IT Related Experience</td>
<td>Bachelor’s Degree or Equivalent and proven experience in Computer Science or an Engineering / Scientific Discipline</td>
<td>$236.18</td>
</tr>
<tr>
<td>USA</td>
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<tr>
<td>Program Manager USA</td>
<td>• Lead Project Team or multiple project teams for routine and complex technical duties involving relevant technical disciplines.&lt;br&gt;• Manage inter-related project teams&lt;br&gt;• Provide technical and /or business subject matter expertise&lt;br&gt;• Ensure client satisfaction and overall quality of project delivery&lt;br&gt;• Develop and or deliver client presentations&lt;br&gt;• Manage overall project escalation process&lt;br&gt;• Manage program and / or project requirements and resources&lt;br&gt;• Provide Strategy consulting&lt;br&gt;• Define testing requirements&lt;br&gt;• Create and/or review documentation</td>
<td>Minimum of 4 years of IT Related Experience</td>
<td>Proven experience in Computer Science or an Engineering / Scientific Discipline</td>
<td>$198.16</td>
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<tr>
<td>Labor Category</td>
<td>Functional Responsibilities</td>
<td>Minimum/ General Experience and Years of Experience</td>
<td>Educational Requirements</td>
<td>Base Pay</td>
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</tbody>
</table>
| GICS - Principal Engineering Architect USA | - Performs complex technical duties involving relevant technical disciplines.  
- Unique Knowledge and / or skills in critical IT Technologies  
- Perform technical/business analysis  
- Define technical/business requirements  
- Define technical/business tasks  
- Oversee and / or perform technical business tasks  
- Define testing requirements  
- Review documentation  
- Provide technical and/or business subject matter expertise  
- Ensure complex technical solutions meet customer requirements  
- Develop and/or deliver client presentations  
- Provide Strategy consulting | Minimum of 15 years of IT related experience | Bachelor’s Degree or Equivalent and proven experience in Computer Science or an Engineering / Scientific Discipline | $343.10 |
| Project Coordinator USA | - Provides back-office support for projects as directed by Project Manager  
- Coordinates the collection and distribution of documents developed in the course of a project.  
- Manages a SharePoint repository for the collection of documents related to a defined project | Minimum of 2 years of IT related experience | Diploma / GED and Proven experience in Computer Science or an Engineering / Scientific Discipline | $83.82 |
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Functional Responsibilities</th>
<th>Minimum/General Experience and Years of Experience</th>
<th>Educational Requirements</th>
<th>Rate</th>
</tr>
</thead>
</table>
| Project Manager - ICS USA     | • Plan and manage project schedule and budget  
• Plan and manage project communications  
• Plan project resource needs, determine resource assignments, review/approve hours  
• Manage the customer relationship  
• Manage project team  
• Schedule and lead project kick-off, status meetings, quality reviews and closeout  
• Report project status and communicate with customer contact on a regular basis  
• Provide project scope management  
• Process project change requests  
• Manage and monitor project risk/issues/escalations  
• Track and status progress against milestones  
• Assist with requirements definition  
• Assist with development of deliverables  
• Conduct data gathering  
• Perform data analysis  
• Develop project reports  
• Review/Approve deliverables  
• Perform Quality Assurance functions  
• Conduct training  
• Conduct Financial analysis  
• Conduct project research | Minimum of 4 years of IT related experience                                                                                                      | Bachelor’s Degree or Equivalent and proven experience in Computer Science or an Engineering / Scientific Discipline | $162.62 |
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Functional Responsibilities</th>
<th>Minimum/General Experience and Years of Experience</th>
<th>Educational Requirements</th>
<th>Hourly Rate¹,²</th>
</tr>
</thead>
</table>
| GICS - Senior Engineering Architect USA | • Performs complex technical duties involving relevant technical disciplines.  
• Unique Knowledge and / or skills in critical IT Technologies  
• Perform technical/business analysis  
• Define technical/business requirements  
• Define technical/business tasks  
• Oversee and / or perform technical business tasks  
• Define testing requirements  
• Review documentation  
• Provide technical and/or business subject matter expertise  
• Ensure complex technical solutions meet customer requirements  
• Develop and/or deliver client presentations  
• Provide Strategy consulting | Subject Matter Expert with unique knowledge and experience in one or more technical disciplines. Minimum of 10 years of IT Experience. | Bachelor’s Degree or Equivalent and proven experience in Computer Science or an Engineering / Scientific Discipline, appropriate technical certifications | $330.65 |

Notes:

1. Security Clearances. The aforementioned hourly labor rates are for resources without an U.S. Government Security Clearance. Dell personnel may be required to obtain/possess varying levels of security clearances, up to Top Secret/SCI, in the performance of orders issued under this Contract. If such clearances are required, Dell and the Ordering Office may negotiate an hourly rate higher than the above rates, which higher rate considers the added expense associated with employing cleared personnel.

2. OCONUS Resources. The aforementioned hourly labor rates are for resources located within the continental United States. Where the Ordering Office required hourly labor to be performed outside of the continental United States, Dell and the Ordering Office may negotiate an hourly rate higher than the above rates, which higher rate considers the added expense associated with employing US citizens in overseas locations (exclusive of the above Security Clearance adder).
IV. THIRD PARTY PRODUCT PRICE LIST

Dell’s Third Party Price list consists of over thousands of individual line items. It will be provided via email upon request.