

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 04-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. 0010570738-0003		5. PROJECT NO.(If applicable)
6. ISSUED BY INSTAL & VEHICLE SUP CONTRACTING DIV 6501 E. 11 MILE ROAD WARREN MI 48397-5000	CODE W56HZV	7. ADMINISTERED BY (If other than item 6) INSTAL & VEHICLE SUP CONTRACTING DIV LEE TAPPY CCTA-HDB-SMS 350 LEE.F.TAPPY.CIV@MAIL.MIL WARREN MI 48397-5000		CODE W56HZV
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) DELL FEDERAL SYSTEMS L.P. 1 DELL WAY ROUND ROCK TX 78682-7000			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0002-BRCW
			X	10B. DATED (SEE ITEM 13) 29-Sep-2014
CODE 3XAU1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tappy15225 REFERENCE REQUEST #: 0010570738 The purpose of Modification P01 is to incorporate the agreement found in "P01 Modification Terms". All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LYNN M. BYRNE / CONTRACTING OFFICER TEL: 586-282-6553 EMAIL: lynn.m.byrne.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Lynn M. Byrne</i> (Signature of Contracting Officer)	16C. DATE SIGNED 04-Feb-2015

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15A. NAME AND TITLE OF SIGNER (Type or print) Phyllis Pate, Contracts Sr Advisor			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR <i>Phyllis Pate</i> (Signature of person authorized to sign)	15C. DATE SIGNED 02FEB2015	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:
P01 CRA 175899336



DELL COMPUTER CHANGE ORDER REQUEST
POST-SHIPMENT CHANGE - CRA ISSUED

DATE: 01/07/2015 TO: Lee Tappy FAX #: () - PH #: (586) 282-0543

COMPANY NAME: DFAS-INDIANAPOLIS WAWF - ARMY CUST #: 138844398 PO#: W91QUZ06D0002BRCW

FROM: Kim Stiles FAX #: (512) 283-5086 PH #: (512) 726-6280

REGARDING INVOICE #: XJKK24NM9C ON WHICH RETURNS ARE REQUESTED
CREDIT RETURN AUTHORIZATION NUMBER ISSUED BY DELL: # 175899336

ORIGINAL PURCHASE ORDER # IN PROCESS OF AMENDMENT: 700484815.
The modification / amendment will be reflected by adding the following items to the original PO number.

***** THE CHANGE REQUEST IS IN REFERENCE TO THE FOLLOWING ITEM (S) *****

Original PO Item Description:				Revised PO Item Description:			
Qty	Item#	Description	Unit Price	Qty	Item#	Description/Quote #	Unit Price
8	210-ABJF	DELL PRECISION	3408.65	8	210-ABJF	697394086	3408.65

In addition to accepting payment liability for those items requested above, should the original PO item(s) fail to be returned to Dell within 30 days of the invoice date, or should the items be refused at Dell's Receiving Dept. as being less than original condition, I hereby agree to pay in full the original order shipped under Dell Invoice # XJKK24NM9C.

Upon Dell's acknowledged receipt of the original items described under the heading (Original PO Items", a credit will be issued against the PO and posted to affected account). By signing below, I accept the following as the net balance due:

Total balance due of our revised PO to consist of the prices listed on the original invoice;

LESS any authorized credits for returned items;

PLUS the added requested items listed above under the "Revised PO Item(s)".

It is understood that all of the appropriate freight and tax charges will be included on each invoice and will also be due and payable.

The end-user or Information Services Director has approved all equipment changes.

Authorized Buyer or Purchasing Agent Signature _____ Title _____ / / _____ () _____
Date Telephone

Authorized Buyer or Purchasing Agent Printed

Dell - Restricted - Confidential

P01 MODIFICATION TERMS

The following supplemental agreement is incorporated into Contract W91QUZ-06-D-0002, Delivery Order BRCW, to provide for the replacement of eight (8) Dell Precision M4800 Laptops described in CLIN 0003 of the original contract that were delivered by Dell with two missing specifications, causing the delivered laptops (the "Return Laptops") to be nonconforming. The missing specifications were (1) Secondary Hard Drive – 500GB 2.5-inch Serial ATA (5.400 Rpm) Opal SED with FIPS Hard Drive and (2) LCD – 15.6" UltraSharp FHD (1920 x 1080) Wide View Anti-Glare LED-backlit with Premium Panel Guarantee.

The following terms shall apply:

1) Dell's Credit Return Authorization number is 175899335.

2) Dell shall ship eight (8) new laptops, Model M4800, (the "Replacement Laptops"), which shall include all of the required specifications as set out in the original contract for the Dell Precision M4800 Laptops described in CLIN 0003 of the original contract at no additional cost to the Government. Dell shall ship the Replacement Laptops to the following address:

TACOM LCMC
Central Receiving Dock, Bldg 249
6501 E. Eleven Mile Rd
Warren, MI 48397-5000
ATTN: Robert Culling, MS 268

MARK FOR: W91QUZ-06-D-0002-BRCW

3) To preserve and protect Government information loaded onto the hard drives of the eight (8) nonconforming Return Laptops, the Government will remove the hard drives from the Return Laptops and install those hard drives in the Replacement Laptops in place of the hard drives shipped with the Replacement Laptops. The Government shall then install the hard drives received with the Replacement Laptops into the Return Laptops before shipping the Return Laptops back to Dell.

4) The Government will pack the Return Laptops for shipment to Dell in the boxes and packing material used by Dell to ship the Replacement Laptops to the Government.

5) Dell shall schedule a shipping carrier to pick up the Return Laptops from the following address:

TACOM LCMC
Central Receiving Dock, Bldg 249
6501 E. Eleven Mile Rd
Warren, MI 48397-5000

6) Shipping labels shall be brought by the shipping carrier retained by Dell. The Return Laptops will be shipped back to Dell at no additional cost to the Government.

7) The Dell Computer Change Order Request, referenced as CRA 17899336, is incorporated into this modification as a condition for Dell to provide the Replacement Laptops; provided, however, that notwithstanding any contrary statement contained in the Dell Computer Change Request, the Government's obligation with respect to the return of the Return Laptops shall be satisfied in full and discharged upon the receipt by Dell of the Return Laptops with the substituted hard drives described in paragraph 3 above no later than 20 calendar days after the date of this bilateral contract modification; provided that the Return Laptops shall have been packed for shipment by the Government with reasonable care. Upon Dell's receipt of the Return Laptops as provided in this contract modification, the Government shall receive a credit in the amount of the agreed upon purchase price for the eight laptops described in CLIN 0003 of the original contract (\$27,269.20). In no event shall the Government's obligation or liability with respect to the supplies described in CLIN 0003 of the original contract exceed \$27,269.20 plus the reasonable cost of repairing damage to the Return Laptops clearly caused by the Government's failure to exercise due care to

preserve the condition of the Return Laptops prior to shipment back to Dell or in packing the Return Laptops for shipment back to Dell.

(End of Summary of Changes)