
BASIC ORDERING AGREEMENT BETWEEN

DELL MARKETING LP

AND

UCHICAGO ARGONNE, LLC OPERATOR OF ARGONNE NATIONAL LABORATORY

BASIC ORDERING AGREEMENT

Agreement No. 4I-31841

This Basic Ordering Agreement (BOA) between Dell Marketing, LP (Vendor, hereinafter "Seller") and UChicago Argonne, LLC (Argonne) as operator of Argonne National Laboratory with a Prime Contract No. DE-AC02-06CH11357 with the U.S. Department of Energy (Prime Contract) is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes all current and any future Dell products and services.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.llnl.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors, Attachment B, (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment A.
5. General Terms and Conditions (06/2012) are included in Attachment C, and made a part herein.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA Agreement No. 4I-31841 as required. The term of this BOA is five (5) years from the effective date of this BOA. Effective term of Agreement shall be September 10, 2014, through September 9, 2019.

The pricing identified in Attachment A may be reviewed by the Contractor on an annual basis,

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase includes all current and any future Dell products and services at the discount percentage identified in Attachment A. The percentage discounts identified in Attachment A are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified. The Seller reserves the right to change any discount percentage reflected in Attachment A provided that written or electronic notification is provided to the Contractor 30 days in advance of such change.

ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

Joseph Palermo
Procurement Specialist III
9700 S. Cass Ave.
Building 201
Lemont, IL 60439
Phone: (630) 252-7035
E-Mail: jpalermo@anl.gov

Alternative:

Sandy Smith
Procurement Specialist II
9700 S. Cass Ave.
Building 201
Lemont, IL 60439
Phone: (630) 252-0979
E-Mail: sweso@anl.gov

BOA Sellers Administrator's Address is as follows:

Susan Morgan
Federal Contracts Manager
One Dell Way
Round Rock, TX 78682
Phone: (512) 728-5493
E-Mail: Susan_Morgan@dell.com

ARTICLE 5 - SMALL BUSINESS RESELLER REQUIREMENTS

For those Agreements that are written to large business, the Seller agrees to offer all products and services described herein to the Contractors through authorized dealers/resellers.

This includes local small/small disadvantaged, woman-owned, HUB Zone, veteran-owned and service disabled veteran-owned businesses for the Contractors. This will assist the contractors in meeting established socio-economic goals imposed by the Department of Energy. The Seller agrees to propose a pricing strategy that would allow authorized dealers/resellers to sell to the Contractors at the ICPT agreed upon prices.

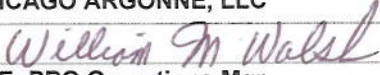
ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions subject to Seller's signed and written consent on each Purchase Order of any additional Terms and Conditions proposed, relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment A, Pricing.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

DELL MARKETING LP	UCHICAGO ARGONNE, LLC
BY:	BY: 
TITLE: Federal Contracts Consultant	TITLE: PRO Operations Mgr
DATE: September 16, 2014	DATE: 09/10/2014