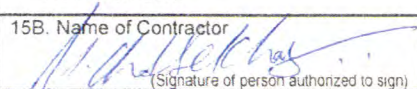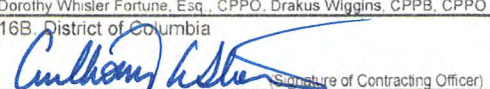|		1. Contract Number	Page of Pages

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT — 1. Contract Number: CFOPD-18-C-020 — Page of Pages: 1 / 1

2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption
Modification No. 2	See 16 C below		Dell Laptops Accessories and Services

6. Issued by:　　　　　　　　　　　　Code

Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, S.W. Suite E610
Washington, D.C. 20024

7. Administered by (If other than line 6)

8. Name and Address of Contractor (No. street, city, county, state and zip code)

MVS Inc.
1150 18th St., NW Suite 325
Washington, DC 20036
Attn: Sekhar Mylavarapu, Vice President
202-722-7981 (o)
MDesai@mvsconsulting.com

Code　　　　　　　　　Facility

9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

X 10A. Modification of Contract/Order No.

CFOPD-18-C-020

10B. Dated (See Item 13)　**February 28, 2018**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers [ ] is extended. [ ] is not extended.
Offers 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 fax which includes a reference to the solicitation and amendment number. 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 may be made by letter or fax, provided each letter or telegram 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

X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR Chapter 3601.3(a).
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other (Specify type of modification and authority)

E. IMPORTANT:　Contractor [ ] is not　[X] is required to sign this document and return any copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add Imaging Services BSO Waiver and CFI Image Export Compliance Certification to the subject contract.

1.　In Section J, *Attachments*, the following are attached and incorporated by reference:

　　　Attachment J.4 - Technical Specifications for Imaging Services (SI# 234807)
　　　Attachment J.5 - Dell Software Export Compliance Certification (SI# 234807; Rev# 01)

2.　In Section I.6, "*Order of Precedence*", Attachments J.4 and J.5 collectively shall be third in the order of precedence.

3.　All other terms and conditions shall remain the same.

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)	16A. Name of Contracting Officer
Sekhar Mylavarapu Vice-President	Dorothy Whisler Fortune, Esq., CPPO, Drakus Wiggins, CPPB, CPPO or Anthony A. Stover, CPPO

15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature of person authorized to sign)	06/06/18	(Signature of Contracting Officer)	6-13-18

C

Technical Specifications

Company Name: DC OCFO – Office of the Chief Information Officer

Point of Contact Information: Abhi Mathew

Project Description: Base/OS/CS

CS SI#: 234807	**Summary of Service**
	1. Imaging service
	2. First Article

LOB'(s):	Platforms and Chassis/Notes	
☐ Optiplex ☐ Notebook ☐ Fixed Precision ☐ Mobile Precision ☐ XPS ☐ Tablet ☐ Chromebook ☐ Surface Pro 4 ☐ Other	***Please Note*** We highly recommend GPT (UEFI) formatting due to an industry shift moving to NVMe drives which require this standard format.	Global Project?: N

1. Imaging

1. How will image be sent to Dell? (**NOTE**: If image is being sent in on a Hard Drive, please ensure the drive is NOT encrypted):
   Dell File Transfer Application - FTA
   a. If sending physical media, please provide an address for return:

Click here to enter text.

2. Which OS version is your image? Windows 10 Professional
3. Is your image 32 bit or 64 bit? 64 - bit
4. Which License agreement? VLA
5. Which Win 10 build revision was used? Windows 10, Redstone 2 (build 1703)
6. Administrator username (Required): secadm
7. Administrator password (Required): Arm@m4nt$
   - **DISCLAIMER** – If you are unable to provide a password, you acknowledge that your image will not be audited for accuracy (i.e. Computer name verification, bang checks, etc.).
8. Image Format: Image Assist
   a. **NOTE:** If your image is SCCM or MDT, SECURE BOOT will be DISABLED in the BIOS unless otherwise requested.
9. Will you be purchasing the Dell System Restore Partition (DSR) for this project? No
   - **Win 7** - *Does not require sysprep - requires an Administrator, or user who is an Administrator to login first time for DSR finalization scripts to complete*
   - **Win 8.1 and Win 10** – *Image MUST BE sysprepped with the GENERALIZE option, and there MUST BE a VALID UNATTEND.XML. Also requires an Administrator, or user who is an Administrator to login first time for DSR finalization scripts to complete*

General Image Details:

1. What is the SATA operation mode set to in the system BIOS? **(NOTE:** SATA Operation MUST BE set to RAID with NVME drives): Default
2. What is the service tag number for the system used to create the image? Virtual Machine
3. Is the image configured to run SYSPREP? Yes - Generalized
4. ComputerName Customization: **(NOTE:** *Image MUST BE sysprepped with the GENERALIZE option in order to set the computer name)*
   a. Do you require Dell to create a unique ComputerName? No - No Customization required
   b. If required, please specify; ComputerName prefix: ComputerName suffix:
5. What is seen when image is booted the first time? Windows Mini-setup (OOBE)
6. What would you like Configuration Services to do if we find a bang in the Device Manager? (this would indicate a software driver is not installed for a hardware device) Try to fix bangs (inject drivers)
7. Is there anything in the "Startup", "Run Key", or "Run Once Key" that might run during development?

Partitioning Details:

8. How is your image formatted (MBR or GPT)? GPT (UEFI Boot Mode)
9. Which partition should be allocated the remainder of free disk space, if any? Increase Proportionally (Single Disk Only)
10. Will Systems ordered include the Hidden Dell Utility Partition? **(NOTE:** Dell Utility Partition is NOT supported with Image Assist, Windows 10, or SCCM/ MDT) No, Delete utility partition (MUST choose this option for Image Assist, Win 10, and SCCM/MDT)
11. Do you require custom partitioning, other than what's currently in your image (i.e. Custom Volume Label; Custom Partition Size; Custom Partition Order)? **(NOTE:** Customizations can NOT be made to Ghost images. ONLY .WIM/ .SWM images) No - Replicate exactly what's in the image

If required, please fill out the following chart (completely) with the necessary customizations:

CUSTOM :	Partition 1	Partition 2	Partition 3	Partition 4	Partition 5
Index Number From Image:					
Custom Volume/ Partition Label:					
Partition Function:	Select	Select	Select	Select	Select
File System Type:	Select	Select	Select	Select	Select
Units:	Select	Select	Select	Select	Select
Size:					

2. First Article

Do you require a project First Article for review prior to placing volume orders? :Select
If OFA selected, where should we send the login information?:   Jatin.Shah@dc.gov

BY SELECTING TO WAIVE FIRST ARTICLE RIGHTS, CUSTOMERS ARE AGREEING TO NOT EVAULATE IMAGES PRIOR TO PRODUCTION ORDERS AND WILL TAKE FULL RESPONSIBILITY SHOULD SYSTEMS SHIP FROM DELL WITH THE IMAGE INCORRECTLY APPLIED. Customer understands that by electinot to order a Physical First Article or log in via Dell Online First Article and /or failing to verify the configurations, any mismatched application versions, device manager conflicts or other performance issues with CS are likely to be replicated on all systems shipped to Customer by Dell. If the Customer places orders for Services without verifying and approving the configurations as described in this section, then the Customer does so at its own risk. By placing orders with Dell, Customer agrees to accept all risks associated with not ordering a Review Unit or logging in via Online First Article and agrees that Dell has no liability or responsibility relating to any issues arising as a result. If issues or discrepancies are found following the delivery of Customer's systems and any additional work or re-work arises or is required as a result of Customer not ordering a Review Unit or logging in via Online First Article as described in this section, Customer agrees that Customer is solely responsible for undertaking such work or re-work or Customer can engage Dell to provide this work or re-work as an additional chargeable service.

Customer Responsibilities & Dell Terms Customer Responsibilities & Dell Terms

Dell Configuration Services (CS) Requirements.
Configuration Services are provided subject to and governed by the customer responsibilities set forth below and Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of this Service. In the absence of such an agreement, in addition to the customer responsibilities set forth below, this Service is provided subject to and governed by the terms and conditions in the Dell Configuration Services Service Description which can be obtained Here. This URL links to Dell's global service contract webpage. Select "Configuration & Image Management Services" and then select "Configuration Services (CS)". You may also contact your Dell sales representative for assistance with obtaining a copy of the Service Description.

Providing any materials to Dell's Configuration Services (CS) team (e.g., an image, asset tag information, 3rd party parts or application software) and/or purchasing any Configuration Services from Dell, indicates Customer's agreement to be bound by the terms and conditions as identified in this document.

Software Licensing Guidance.

The Customer acknowledges that the Customer is responsible for obtaining all appropriate licensing for all image software to be installed by Dell. To purchase licensing from Dell (including any software acquired through Volume
Licensing Agreements), Customer may work with their Dell sales team.

No Personally Identifiable Information. Customer is responsible for ensuring that any and all Third Party Products, including but not limited to images, applications and documentation submitted to Dell do not contain any Personally Identifiable Information. Unless applicable local law provides otherwise, "Personally Identifiable Information" (or "PII") means data or information that alone or together with any other information identifies a natural person or data considered to be personal data or any other type or personal data that may be subject to privacy laws or regulations. Customer warrants that any Third Party Products which Customer submits to Dell for use by Dell in providing Configuration Services will not contain Personally Identifiable Information. Please contact your Dell Sales Representative for further assistance. DO NOT SUBMIT THIRD PARTY PRODUCTS TO DELL WHICH CONTAIN PERSONALLY IDENTIFIABLE INFORMATION.

Contents Approved: ☐

NOTE: Once you have approved these requirements, any subsequent changes to your technical requirements may adversely impact your project cycle time, requires a restart of the pilot or additional Engineering / Project Management time and/or cause a change to any fees that you may have been quoted for Configuration Services.

Configuration Services (CS)

SOFTWARE EXPORT COMPLIANCE CERTIFICATION

Customer/Company Name: _The Governemnt of the District of Columbia, Office of the Chief Financial Officer_

SI Number: __234807__   Rev Number: __01__

This Configuration Services (CS) Software Export Compliance Certification is executed by the undersigned on behalf of Customer as of the effective date set forth below in connection with the integration by DELL of software provided by Customer on computer systems purchased from Dell by Customer. The software provided by Customer for integration is referred to herein collectively as the "Image".

I hereby agree to the following terms:

- **Compliance with Laws.** Each party agrees to comply with all laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Customer acknowledges that the Solutions provided under this Agreement, which may include technology, authentication and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."); may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Customer or its systems are located; and may also be subject to the customs and export laws and regulations of the country in which the Solution is rendered or received. Each party agrees to abide by those laws and regulations applicable to such party in the course of performance of its obligations under this Agreement. Customer also may be subject to import or re-export restrictions in the event Customer transfers the Products, Software or Deliverables from the country of delivery and Customer is responsible for complying with applicable restrictions.

- **Regulatory Requirements.** If any software and / or hardware provided by Customer and used as part of the Solution contains or enables encryption functions, then Customer certifies that the software and/ hardware satisfies the regulation under the Wassenaar Arrangement for Dual-Use Goods and Technologies under Category 5 Part II Cryptography Note 3 or the Encryption using key length ≤56 symmetric /512 asymmetric /112 elliptic curve.

- Dell is not responsible for determining whether any Third-Party Product to be used in the Solution satisfies the local regulatory requirements of the country to which such Solution is to be delivered or performed, and Dell shall not be obligated to provide any Solution where the resulting Solution is prohibited by law or does not satisfy the local regulatory requirements.

- **Excluded Data.** Customer acknowledges that no part of the Solution is designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and/or used on the U.S. Munitions list or the Wassenaar Arrangement Munitions List including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) personally identifiable information that is subject to heightened security requirements as a result of Customer's internal policies or practices, industry-specific standards or by law (collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing data that it will provide to Dell (or to which Dell will have access) to ensure that it does not contain Excluded Data. Customer certifies that the image to be exported does not contain prohibited encryption products (Prohibited encryption – licensable commodities included but not limited to the Malaysia Strategic Act (STA) 2010 – 5 (Telecommunications and "Information Security") and US Export Regulations 15 CFR)."

The representative of Customer identified below has the knowledge and authority to make the statements made herein on behalf of Customer. Please provide the following information to certify the representations set forth above:

Signed By: ___*Anthony Astor (signature)*_____ Date: ___June 13, 2018___

Name of Person completing this form:	*Anthony A. Staver*
Title	*Contracting Officer*
On behalf of (Customer/Company Name):	*DC Government*
Address:	*1100 4th Street SW*
	Washington DC 20024
Telephone Number:	
Email address:	

Thank you for your cooperation. Please e-mail this entire document (completed and uncompleted sections) to your CS representative.

Please refer to the following resources for more information on export regulations.

U.S. BIS website: https://www.bis.doc.gov/
Wassenaar website: http://www.wassenaar.org/controllists/