

Category One Dell
BPA Terms and Conditions

GENERAL SERVICES ADMINISTRATION
GOVERNMENT STRATEGIC SOLUTIONS(GSS)
BPA Holder Name: Impress Technologies Solution Inc

10330 Pioneer Blvd, Suite 280

Santa Fe Springs, CA 90670-8226

Contract Number – GS-35F-0002V

BPA Number - GS-26F-DA011

Category One Dell
BPA Terms and Conditions

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0002V and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA Exclusively with U.S. General Services Administration:

1. The following contract services/products 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:

Market Basket Six Configurations	Manufacture	Manufacturer Part Number	Product Service Name	Market Basket BPA Price
Lightweight Laptop	Dell	210-AFTV	Latitude E7270	\$1,294.25
Laptop	Dell	210-AFQE	Latitude E7470	\$1,326.97
Highend Laptop	Dell	210-AGVJ	Precision 7510	\$1,748.10
Desktop	Dell	210-AFGI	Optiplex 7040 Mini Tower XCTO	\$739.75
Desktop upgrade One	Dell	210-AFGI	Optiplex 7040 Mini Tower XCTO	\$868.74
Desktop upgrade Two	Dell	210-AFLI	DELL PRECISION TOWER 3620 XCTO BASE	\$1461.08

Non Market Basket Laptop Discount	0%
Non Market Basket Desktop Discount	0%

2.0 SCOPE

The fundamental scope of the GSS buying event BPAs is to provide a streamlined process and leverage the government's buying power for procuring procuring laptops, desktops, peripherals, ancillary supplies/services. The BPAs will be available for use by federal (both civilian and military), and state and local governments through the GSA Cooperative Purchasing Program.

3.0 PERIOD OF PERFORMANCE

The BPAs period of performance is from date of award to December 31, 2016.

4.0 OBLIGATION OF FUNDS

The BPAs does not obligate any funds. Funding will be identified on individual delivery orders. The Government is obligated only to the extent of orders placed under the established BPAs

5.0 INVOICES

Invoicing shall be identified on individual delivery orders in accordance with customer agency policies.

6.0 VOLUME OF PURCHASES

The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$37,433,394.20. This is not a ceiling amount and the accumulated value of delivery orders issued under these BPAs may exceed this amount without modification to the BPA.

7.0 BPA Terms and Conditions

7.1 Pricing Terms: The 6 market basket product configurations under this BPA shall be set over the life of the BPA and is not subject to economic price adjustment. Prices may be voluntarily reduced at any time and additional spot discounting is encouraged. The contractor is not required to pass on to all BPA users an additional price reduction extended only to an individual order or orders under this BPA.

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

Category One Dell
BPA Terms and Conditions

7.3 Options/Accessories: Options/Accessories can only be purchased in conjunction with one of the (6) standard configuration. Options cannot be purchased as standalone items and must be listed via the GSA Advantage Options/Accessories configurator: At a minimum the options/upgrades required are, but not limited to, the following: *Note: Option and Accessory pricing will automatically flow down from the awarded GSA Schedule pricelist .*

Operating System Upgrade	CPU Upgrade	RAM Upgrade
Hard Drive Upgrade	Warranty Upgrade	Security enabled features
Imaging Pre Supplied	Image provided with order	

7.4 *Non Market Basket Items:* Non market basket items shall consist of other configured laptop/desktops that meet the GSS standard configuration that is not part of the 6 configured manufactured market basket items. GSA reserves the right exclusively to select non market basket product to load in the GSA AdvantageSelect platform and must maintain the discount percentage from Attachment A Tab One Category One Dell Quote Sheet, Tab Two Category Two HP Quote Sheet, Tab Three Category Lenovo.

7.5 Brand Name Justifications: In accordance with FAR 8.405-6(b)(2)(iii) a brand name justification will be required at the order level when the requirement for a brand name item is determined.

7.6 Order Placement: Orders placed under this BPA are intended to be placed using the GSA AdvantageSelect storefront or directly with the BPA holder via phone, fax, email etc.

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

7.8 Order minimum: The established minimum order amount shall be consistent with the contractor's IT Schedule 70 contract.

Category One Dell
BPA Terms and Conditions

7.9 Partial Shipments. Unless otherwise agreed to or specifically authorized or requested by the ordering office in the individual order, partial shipments and partial invoices are not authorized under this BPA.

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

7.10.1 Returns: The contractor shall allow the Government to return item(s) under this BPA up to 30 days from the day the item(s) were delivered. Returned product(s) must be in brand new, sellable condition and have all of the original packaging, materials, and accessories. The contractor shall provide a full refund, less any applicable restocking fee, unless the product being returned is defective or a direct result of an error by the contractor. Prior to returning the item, the ordering official must contact the contractor to obtain a returned merchandise authorization (RMA). Once authorized, contractor shall provide a prepaid shipping label with each return order

8.0 Vendor Administration Requirements Below:

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

8.2 Within 3 days of BPA award contractor shall provide the Contracting Officer/Contract Specialist, with a primary and alternate POC.

8.3 Contractor must ensure its catalog of items contains pictures of all products and have standard description of products. Options and accessories listing via the GSA configurator must be approved by the Contracting Officer.

8.4 GSA will provide the vendor with a standardized reporting template that must be completed on the 15th of each month and emailed to the BPA Contracting Officer. See Attachment E Sample Template

8.5 Extended Warranty - The contractor shall provide shall provide four (4) and five (5) year warranty on all equipment purchased from this BPA on all market basket and non market basket items as part of the vendors Multiple Award Schedule 70 contract.

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

8.7 GSA Online Configurator - BPA holders shall use the GSA online configurator to add options and peripherals to laptop/desktops.

9. PROGRAM REVIEW

The Contracting Officer or other authorized government representative may hold semi-annual program review meetings. Such meetings will be held via telecom or video teleconferencing. However, the government reserves the right to request a meeting in person. The meetings will include all BPA holders, representatives from prospective customer agencies, a combination of current and prospective customer agencies, or individual BPA holders.

Some major Federal Government, and any approved State and Local Agencies may establish a central program management function. Such users may require their primary suppliers to participate in agency program review meetings on a periodic basis, at no additional cost to the Government.

10. GOVERNMENT POINT OF CONTACT

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11. VENDOR POINT OF CONTACT

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