

General Services Administration
Federal Acquisition Service

Blanket Purchase Agreement (BPA)

BPA NUMBER: 47QTCA19A0003

In the spirit of the Federal Acquisition Streamlining Act **GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL ACQUISITION SERVICE (FAS)** and **IMPRES TECHNOLOGY SOLUTIONS INC.**, enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Multiple Award Schedule (MAS) Program. Pursuant to GSA Federal Supply Schedule Contract Number **GS-35F-0002V** and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), Impres Technology Solutions agree to the following terms and conditions set forth herein for this Single Award BPA.

Multiple Award Schedule (MAS) contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of offers. 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 Government that works better and costs less.

Signatures:

e-Signed by Paul Gill
on 2019-01-13

e-Signed by Jeanine Tyson
on 2019-01-14

Vendor _____ Date _____

Agency _____ Date _____

Pursuant to the terms and conditions of the 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 as set forth in this document:

1. The following products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of this BPA and the Schedule 70 contract:

Category	Manufacturer Name	Manufacturer Part Number	Product Service Name	Unit of Issue /QTY	BPA Price
Rugged Laptop 14"	DELL	210-AJRK	Latitude 5414 Rugged	1 EA	\$1,824.00
Rugged Laptop 14"	DELL	210-AJRR	Latitude 12 Rugged 7214 Extreme	1 EA	\$3,345.00
Rugged Laptop 14"	DELL	210-AJRM	Dell 14 Rugged Extreme 7414	1 EA	\$3,429.00
Rugged Tablet	DELL	210-AMTH	Latitude 12 Rugged Extreme Tablet 7212	1 EA	\$2,283.00

2. Options/Accessories: Options/Accessories can only be purchased in conjunction with one of the Dell Brand Name or Equal configured equipment products listed above. Options cannot be purchased as standalone items and must be configured with the base unit standard configuration, 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 .*

- *Imaging - If imaging is selected at the order level via the option/accessory configurator this requirement must be fulfilled by the Original Equipment Manufacturer or Vendor.*
- *Asset Tagging - If asset tagging is selected at the order level via the option/accessory configurator this requirement must be fulfilled by the Original Equipment Manufacturer or Vendor.*
- *Warehousing - If warehousing is selected at the order level via the option/accessory configurator this requirement must be fulfilled by the Original Equipment Manufacturer or Vendor.*

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

4. Period of Performance: The BPAs period of performance is one year from date of award.

POP Start Date: January 14, 2019 POP End Date: January 13, 2020.

5. Authorized Users: All Federal, State, Local and Tribal Governments via cooperative purchasing.
6. Obligation of Funds: The BPAs does not obligate funds. Funding will be identified and obligated on individual delivery orders. The Government is obligated only to the extent of orders placed under the established BPAs.
7. Invoices: Invoicing shall be identified on individual delivery orders in accordance with customer agency policies.
8. The Government estimates, but does not guarantee that the volume of purchases through this agreement will be: \$19,000,000.00. This is neither a ceiling amount nor the accumulated value of delivery orders that may be issued under this BPA. The BPA may exceed the estimated amount without modification to the BPA.
9. Pricing Terms: The client computing device products or substitution and technology refreshment products 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.
10. Order Placement: Orders placed under this BPA are intended to be placed using the GSA AdvantageSelect storefront or directly with the BPA holder.
11. Order Responsiveness: For all orders placed under this agreement, the Contractor shall provide customer with order receipt acknowledgement within 24 hours of order receipt. The 24 hour notice excludes weekends and holidays. 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! website or other means requested by the ordering office.
12. Order minimum: The established minimum order amount shall be consistent with the contractor's IT Schedule 70 contract.
13. 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.
14. 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.

15. 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.

Vendor Administration Requirements Below:

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

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

18. The Contractor must ensure its catalog of items contain pictures of all products and have standard descriptions of products. Options and accessories listed via the GSA Options/Accessories configurator must be approved by the Contracting Officer.

19. 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.

20. 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.

21. 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 an onsite meeting. 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 agencies, 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.

22. Price Reduction Provision. The Government reserves the right to periodically review the prices under this BPA with current market conditions to ensure the pricing under this BPA represents the best value. If market conditions indicate that the pricing under this BPA is no longer competitive or the best value, the Government reserves the right to request additional price reductions based on current market conditions. Additionally, the Government reserves the right to request additional price reductions based on increased volume of sales.

23. Clauses and Prevailing Terms and Conditions. All terms and conditions of the Contractor's awarded Federal Supply Schedule contract shall apply to the BPA and orders issued against the BPA. The terms and conditions of the Contractor's Federal Supply Schedule contract shall prevail over the BPA and all orders, except to the extent that lower prices in the established BPA shall take precedence over higher prices in the Contractor's Federal Supply Schedule contract. The terms and conditions of this BPA shall apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and any terms and conditions contained in an order, the provisions of this BPA will take precedence. Delivery terms shall be established on individual task orders.

PAST PERFORMANCE INFORMATION

The Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Contractors are required to register in the CPARS, so Contractor's may review and comment on past performance reports submitted through the CPARS. The CPARS and PPIRS websites are as follows:

CPARS <https://www.cpars.csd.disa.mil/>

PPIRS <http://www.ppirs.gov>

Purchase of Open Market Items:

NOTE: Open Market Items are also known as incidental items, non-contract 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. Open Market Items are not allowed or included on the BPA.