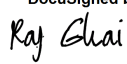


General Services Administration
Federal Acquisition Service
Blanket Purchase Agreement (BPA)

BPA NUMBER: 47QTCA22A000C

In the spirit of the Federal Acquisition Streamlining Act GENERAL SERVICES ADMINISTRATION (GSA) FEDERAL ACQUISITION SERVICE (FAS) and MCP Computer Products, 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 47QTCA19D00ML and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), MCP Computer Products agree to the following terms and conditions set forth herein for this Single Award BPA.

Multiple Award Schedule (MAS) contract BPAs, established in response to RFQ1576053/47QTCA22Q0005, 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: DocuSigned by:
 8/29/2022
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Vendor/Date

DocuSigned by:
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Agency/ Date

Pursuant to GSA Federal Supply Schedule Contract Number(s) 47QTCA19D00ML 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 products can be ordered under this BPA:

Category	Manufacturer Name	Manufacturer Part Number	Product Service Name	Vendor Submit Manufacturer Name	Price	BPA Price	Percentage Discount	Savings from Schedule price
LIGHTWEIGHT NOTEBOOK	DELL (brand name or equal)	210-BDGT	Latitude 5330	DELL	\$2,415.06	\$1,366.92	43.4%	\$1,048.14
LIGHTWEIGHT NOTEBOOK	DELL (brand name or equal)	210-BDTL	Latitude 7330	DELL	\$2,300.97	\$1,323.06	42.5%	\$977.91
LIGHTWEIGHT NOTEBOOK	DELL (brand name or equal)	210-BDGT	Latitude 5330 2 n 1	DELL	\$2,583.51	\$1,485.52	42.5%	\$1,097.99
NOTEBOOK	DELL (brand name or equal)	210-BDGQ	Latitude 5430	DELL	\$2,338.46	\$1,590.15	32.0%	\$748.31
NOTEBOOK	DELL (brand name or equal)	210-BDSR	Latitude 7430	DELL	\$2,507.71	\$1,705.24	32.0%	\$802.47
NOTEBOOK	DELL (brand name or equal)	210-BDJM	Latitude 5530	DELL	\$2,376.74	\$1,616.18	32.0%	\$760.56
NOTEBOOK	DELL (brand name or equal)	210-BDSR	Latitude 7430 2-in-1	DELL	\$2,798.67	\$1,903.10	32.0%	\$895.57
PERFORMANCE NOTEBOOK	DELL (brand name or equal)	210-BDTH	Precision 3571	DELL	\$2,918.23	\$1,800.55	38.3%	\$1,117.68
PERFORMANCE NOTEBOOK	DELL (brand name or equal)	210-BDXE	Precision 5470	DELL	\$3,728.49	\$2,330.31	37.5%	\$1,398.18
PERFORMANCE NOTEBOOK	DELL (brand name or equal)	210-BECF	Precision 7670	DELL	\$3,320.84	\$1,926.09	42.0%	\$1,394.75
PERFORMANCE NOTEBOOK	DELL (brand name or equal)	210-BEBZ	Precision 7770	DELL	\$3,428.46	\$1,782.80	48.0%	\$1,645.66
Desktop Small	DELL (brand name or equal)	210-BCRK	Optiplex 5000 SFF	DELL	\$1,383.27	\$843.79	39.0%	\$539.48

Form Factor	equal)							
Desktop Small Form Factor	DELL (brand name or equal)	210-BCTG	Optiplex 7000 SFF	DELL	\$1,451.20	\$885.23	39.0%	\$565.97
Desktop Small Form Factor	DELL (brand name or equal)	210-BCTU	Precision 3460 SFF	DELL	\$1,477.22	\$901.10	39.0%	\$576.12
Desktop Small Form Factor	DELL (brand name or equal)	210-BCTI	Optiplex 7000 Micro	DELL	\$1,433.47	\$645.06	55.0%	\$788.41
Desktop Mini-Tower	DELL (brand name or equal)	210-BCRM	Optiplex 5000 Tower	DELL	\$1,376.15	\$853.21	38.0%	\$522.94
Desktop Mini-Tower	DELL (brand name or equal)	210-BDEI	Optiplex7000 Tower	DELL	\$1,492.43	\$925.31	38.0%	\$567.12
Desktop Mini-Tower	DELL (brand name or equal)	210-BCUR	Precision 3660 Tower	DELL	\$2,014.23	\$1,248.82	38.0%	\$765.41
Integrated (All-in-One)	DELL (brand name or equal)	210-BDET	Optiplex 5400 AIO	DELL	\$1,825.46	\$784.95	57.0%	\$1,040.51
Integrated (All-in-One)	DELL (brand name or equal)	210-BCPU	Optiplex 7400 AIO	DELL	\$1,815.45	\$816.95	55.0%	\$998.50
Performance Desktop	DELL (brand name or equal)	210-ANJK	Precision 5820 Tower	DELL	\$3,006.79	\$1,864.21	38.0%	\$1,142.58
Performance Desktop	DELL (brand name or equal)	210-AMDT	Precision 7820 Tower	DELL	\$3,978.14	\$2,486.34	37.5%	\$1,491.80
Performance Desktop	DELL (brand name or equal)	210-AMRM	Precision 7920 Tower	DELL	\$4,420.82	\$2,475.66	44.0%	\$1,945.16
Tablet	DELL (brand name or equal)	210-AYQZ	Latitude 7320 Detachable	DELL	\$2,718.45	\$1,114.56	59.0%	\$1,603.89
Thin Client / Zero Client	DELL (brand name or equal)	210-BCXC	Optiplex 3000 Thin Client	DELL	\$770.93	\$562.78	27.0%	\$208.15
Dell Monitor 24 inch	DELL (brand name or equal)	E2422HS	23.8	DELL	\$248.67	\$243.70	2.0%	\$4.97
Dell Monitor 22	DELL (brand name or	P2222H	21.5	DELL	\$289.14	283.36	2.0%	\$5.78

Inch	equal)							
Dell Monitor 24 inch	DELL (brand name or equal)	P2422H	23.8	DELL	\$313.93	\$307.65	2.0%	\$6.28
Dell Monitor 24 inch	DELL (brand name or equal)	P2422HE	23.8	DELL	\$370.77	\$363.35	2.0%	\$7.42
Dell Monitor 24 inch	DELL (brand name or equal)	P2423	24	DELL	\$362.63	355.38	2.0%	\$7.25
Dell Monitor 24 inch	DELL (brand name or equal)	P2421	24	DELL	\$406.99	398.85	2.0%	\$8.14
Dell Monitor 27 inch	DELL (brand name or equal)	P2722H	27	DELL	\$371.76	364.32	2.0%	\$7.44
Dell Monitor 32 inch	DELL (brand name or equal)	P3222QE	31.5	DELL	\$741.55	726.72	2.0%	\$14.83
Dell Monitor 34 inch	DELL (brand name or equal)	P3421Wm	34	DELL	\$757.83	742.67	2.0%	\$15.16
Dell Monitor 24 inch	DELL (brand name or equal)	U2422H	23.8	DELL	\$355.23	348.13	2.0%	\$7.10
Dell Monitor 27 inch	DELL (brand name or equal)	U2722D	27	DELL	\$476.59	467.06	2.0%	\$9.53
Dell Monitor 38 inch	DELL (brand name or equal)	U3821DW	37.5	DELL	\$1,442.99	1212.11	16.0%	\$230.88
Dell Monitor 43 inch	DELL (brand name or equal)	U4320Q	42.5	DELL	\$971.24	815.84	16.0%	\$155.40
Dell Monitor 24 inch	DELL (brand name or equal)	C2422HE	23.8	DELL	\$484.73	475.04	2.0%	\$9.69
Dell Monitor 34 inch	DELL (brand name or equal)	C3422WE	34	DELL	\$969.47	950.08	2.0%	\$19.39

MCP Total Price: \$43,292.15

2. Options/Accessories: Options/Accessories can only be purchased in conjunction with one of the base standard configurations. 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 price list.

- 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 on the BPA via modification. The replacement product shall meet or exceed the standard configuration of the discontinued product.

4. Period of Performance: The BPA period of performance is one year from date of award with four one-year option periods.

Base: September 4, 2022 to September 3, 2023

Option Period One: September 4, 2023 to September 3, 2024

Option Period Two: September 4, 2024 to September 3, 2025

Option Period Three: September 4, 2025 to September 3, 2026

Option Period Four: September 4, 2026 to September 3, 2027

5. Authorized Users: Authorized users include all Federal, State, Local and Tribal Government agencies via cooperative purchasing.

6. Obligation of Funds: The BPA does not obligate any funds. Funding will be identified on individual delivery orders. The ordering activity is obligated only to the extent of orders placed under the established BPA.

7. Frequency of Ordering: Frequency of ordering is not known. Orders will be issued when requirements are identified by the ordering activity.

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

9. The Government estimates but does not guarantee that the volume of purchases through the four combined BPA will be: \$610,510,000 for the life of the BPAs. This is neither a ceiling amount nor the accumulated value of delivery orders that may be issued under the BPAs. The BPA may exceed the estimated amount without modification to the BPAs.

10. Pricing Terms: Pricing for all BPA items is based on firm fixed unit prices discounted off the contract holder's Schedule Contract. The discount relationship (from the Schedule price) for the BPA awarded and refreshment products shall be set for the life of the BPA. 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.

11. 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.

12. Order Responsiveness: For all orders placed under this agreement, the Contractor shall provide timely acknowledgement within 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.

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

14. 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.

15. 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.

16. 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, the contractor shall provide a prepaid shipping label with each return order.

Vendor Administration Requirements Below:

17. 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.

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

19. The contractor must ensure its catalog of items contains pictures of all products and have a standard description of products. Options and accessories listing via the GSA Options/Accessories configurator must be approved by the Contracting Officer.

20. GSA will provide the vendor with a standardized reporting template that must be completed on the 15th of each month and submitted to the Contracting Officer.

21. 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 the Contractor's Federal Supply Schedule contract. If for any reason the Contractor's Federal Supply Schedule contract is terminated, the Contractor shall notify the BPA Contracting Officer within twenty-four (24) hours. The BPA's period of performance will not extend beyond the expiration date of the Contractor's Federal Supply Schedule contract.

22. 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.

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). CPARS will be processed at the order level. Once the contractor is registered in CPARS, the past performance evaluation will be finalized so the contractor may review and comment on past performance reports submitted through the CPARS. The CPARS website is as follows: CPARS <https://www.cpars.gov>

23. SOLICITATION PROVISIONS/CLAUSES:

All provisions and clauses from the GSA MAS IT Schedule contract are hereby incorporated.

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 the Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this BPA and should be treated as open market purchases. Open Market Items are not allowed or included on the BPA.