



GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

GSA AdvantageSelect Blanket Purchase Agreement (BPA)

22" Monitor

Terms and Conditions

BPA Number: GS-26F-DA006

Agreement Term: June 13, 2016 through December 31, 2016

Paragon Micro Inc.

2 Corporate Drive, Suite 105

Lake Zurich, IL 60047

Phone: 866-380-8663

<http://www.paragonmicro.com>

On-line access to BPA ordering information, terms and conditions, product(s), and pricing is available through GSA AdvantageSelect at: <http://www.gsaadvantage.gov/advantageselect>

GSA SCHEDULE - BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

GSA AdvantageSelect – 22” Monitor

The General Services Administration (GSA), Federal Acquisition Service (FAS), National Information Technology Commodity Program (NITCP) establishes this single-award Blank Purchase Agreement (BPA) for GSA AdvantageSelect with Paragon Micro Inc. pursuant to GSA Federal Supply Schedule (FSS) Contract Number GS-35F-0316X and Federal Acquisition Regulation (FAR) 8.405-3 Blanket Purchase Agreements (BPAs). Paragon Micro hereby agrees to the terms and conditions set forth herein for this single-award BPA.

The intent of GSA AdvantageSelect is to establish competitive, single-award, short term BPAs under GSA Federal Supply Schedule (FSS) Contracts for acquiring recurring, high volume, commercial items. Using GSA AdvantageSelect, authorized users can order directly from the BPA(s) in accordance with FAR 8.405-3(c)(1) without having to perform any further competition, thus minimizing contracting costs, streamlining the ordering process, contributing to developing standardization across the Government, and consolidating Government buying initiatives.

This BPA is issued in the spirit of the GSA AdvantageSelect Program with the objective to create a purchasing mechanism for the Government that works better and costs less. This agreement will be advertised and implemented on the GSA AdvantageSelect storefront landing page within the GSA Advantage! web site.

Attachments to this Agreement are:

Attachment A – Product and Price List

Attachment B – Redacted Copy of Vendor Authority of Sales Documentation

A. TERMS AND CONDITIONS

1. Pursuant to the terms and conditions of the GSA Federal Supply Schedule (FSS) 70 Contract, the vendor agrees to the terms of a GSA AdvantageSelect Blanket Purchase Agreement (BPA) as set forth in this document. The product(s) available under this BPA will be incorporated into this agreement as Attachment A.
2. **Order of Precedence.** This BPA is subject to the terms and conditions provided in the Contractor’s GSA FSS Contract as well as those outlined in this BPA. In the event of an inconsistency between the terms and conditions of this BPA and the Contractor’s FSS Contract, the GSA FSS Contract will take precedence over this BPA. The terms and conditions of this BPA shall apply to all orders made pursuant to it. In the event of an inconsistency between the terms and conditions of this BPA and any terms and conditions contained in the individual orders issued pursuant to it, the provisions of this BPA will take precedence. Betterments, if any, proposed by the contract under this BPA, or the individual orders issued against it, which exceed the requirements identified in the FSS Contract or this BPA shall be considered the new requirements upon award and shall be met by the Contractor.
3. **Authorized Users.** This agreement has been designated as a GSA AdvantageSelect BPA and ordering via this BPA is decentralized. This agreement is open for ordering by all United States

Federal agencies, Department of Defense (DoD) Components, and authorized state and local government entities. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U.S. Coast Guard, and the Intelligence Community. GSAR Clause 552.238-79 applies to all orders under this BPA.

4. **Extent of Obligation.** The Government estimates, but does not guarantee, that the dollar amount of purchases through this agreement, over its entire period of performance, will be \$850,000.00. This estimate is based on market research obtained by the GSA IT Hardware Category Management Team from the Prices Paid Portal (P3) and eBuy Open in the Acquisition Gateway. The estimated amount is an average based on identified historical purchases for similar product(s) by identified Government agencies through GSA Advantage, Army CHES, GSA eBuy, and NITCP Assisted Acquisitions during FY14 and FY15 with the assumption that these agencies will use this GSA AdvantageSelect BPA for future procurements of similar or the same items. The average unit price obtained from the P3 research was used to extend the total quantities from all the acquisition channels used (GSA Advantage, Army CHES, NITCP, and GSA eBuy) to come up with the forecasted estimated value. The Government is obligated only to the extent of authorized BPA calls/orders actually made under this agreement and no guaranteed order amount is being made or implied.
5. **Funds Obligation.** This BPA does not obligate any funds. Funds will be obligated on the individual orders made under this agreement.
6. **Minimum Order.** The minimum dollar value of orders to be issued under this agreement is \$1.00. If this minimum order threshold is lower than the minimum dollar value of orders under the Contractor's FSS Contract, the Contractor shall have their FSS Contract modified to reflect a minimum order amount requirement of \$1.00 applicable to GSA AdvantageSelect BPAs.
7. **Agreement Ceiling.** The Government has established a ceiling value for this agreement not to exceed \$5,000,000.00 and the accumulated value of all BPA calls/delivery orders issued under this agreement shall not exceed this amount
8. **Agreement Term.** This BPA will be effective the date of award and shall not exceed 31 December 2016. If the time of delivery extends beyond the expiration date of this agreement, the Contractor will be obligated to meet the delivery date specified in the original BPA call/order. Although the term of this agreement does not exceed one year, the Government plans to conduct reviews of this BPA throughout the agreement term to ensure the BPA still represents the best value and the ceiling amount has not been exceeded.
9. **Suspension or Cancellation of Agreement.** There may be occasions where the Government may suspend ordering under this BPA. If a suspension is announced by the BPA Contracting Officer, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s). The Government also reserves the right to cancel this BPA at any time if it is no longer needed, no longer represents the best value, does not provide adequate service (e.g., delivery and/or quality), exceeds the established BPA ceiling value, or the BPA holder is otherwise not in compliance with the BPA or GSA Schedule terms and conditions. The contractor shall notify the BPA Contracting Officer no less than 60 days prior to the expiration of the Contractor's Federal

Supply Schedule 70 contract. If for any reason the Contractor's FSS Contract is terminated during the term of the BPA the Contractor shall notify the BPA Contracting Officer within twenty-four (24) hours. The term of this BPA will not extend beyond the expiration date of the Contractor's FSS Contract.

10. **Pricing Terms.** Prices under this BPA shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA. The price(s) under this BPA will be reviewed, as required or as determined necessary, to determine whether a reduction is appropriate in accordance with the price reduction provisions of this agreement. Prices under this BPA shall include the GSA Industrial Funding Fee (IFF) in accordance with the underlying FSS Contract Clause GSAR 552.238-74 Industrial Funding Fee and Sales Reporting. No additional Acquisition, Contracting, and Technical (ACT) or Program Funding fees are being imposed under this 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. **Price Reduction Provision.** The prices under this BPA shall be at least as low as the prices that the Contractor has under any other contract vehicle under like terms and conditions. If at any time the prices under any other contract vehicle become lower than the prices under this BPA, this BPA will be modified to include the lower prices. The Government also 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 and is competitive to meet the intent of the GSA AdvantageSelect program. 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.
12. **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), improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised product on the BPA. Proposal shall include a description of the product, technical literature or documentation that describes the product specifications, and evidence of inclusion on the underlying FSS Contract. The proposed substitution shall at a minimum meet or exceed all original product specifications and features and the price shall be the same or at a greater discount level as the original BPA product price. Proposal shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades (including additional features and functionality), and successor products.

B. ORDERING

1. **Delivery Orders.** Delivery requirements, specific location(s), and administration will be stipulated in the individual BPA calls/delivery orders. Only the product(s) specifically listed in this BPA are authorized for delivery under this agreement. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA FSS Contract. Orders placed under a GSA AdvantageSelect BPA are intended to be placed using the GSA Advantage web site using GSA Advantage acceptable payment methods; however, this is not restrictive. Ordering officials are authorized to place orders under this BPA consistent with standard order fulfillment methods (such as Government purchase/credit card, facsimile, authorized order form, agency electronic ordering system, etc.) and payment options for the ordering office.

Notice to Ordering Offices: This is a single award BPA established competitively under the GSA Multiple Award Schedule (MAS) Program. In accordance with FAR 8.405-3(c)(1) authorized users may place orders directly under this BPA when the need for the product(s) arises. It is the responsibility of the Ordering Officer to:

- a. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- b. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- c. Ensure the order represents the best value alternative.

2. **Geographic Scope.** The geographic scope of this BPA is worldwide.

3. **FOB Point:**

Delivery within the 48 contiguous United States (CONUS) and the District of Columbia shall be FOB Destination.

Delivery outside the continental U.S. (OCONUS) or via APO/FPO shall be handled in accordance with the FSS Contract or as agreed upon between the ordering office and the Contractor. If allowable under the FSS Contract, shipping charges may apply to OCONUS locations. Shipping charges must be separately quoted and agreed upon between the ordering office and the Contractor to be included on the order.

4. **Delivery Schedule.** The Contractor shall deliver the product(s) in this BPA within 30 days after receipt of order (ARO) unless the number of calendar days after receipt of order (ARO) as set forth in the GSA FSS Contract is a shorter period or shorter delivery terms are proposed under this BPA by the Contractor or are otherwise negotiated between the ordering office and the Contractor in the individual orders.

5. **Urgent Requirements.** When the BPA or FSS Contract delivery period does not meet the bona fide urgent delivery requirements of an ordering office, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. If the Contractor offers an accelerated delivery time acceptable to the ordering office, any order placed under this BPA pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of this BPA.

6. **Order Responsiveness.** For all orders placed under this agreement, the Contractor shall provide timely acknowledgement 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. Contractor shall report order status through GSA Advantage or other means requested by the ordering office.

7. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Vendor Name
 - b. GSA Schedule Contract Number
 - c. BPA Number
 - d. Product Description/Model numbers
 - e. Delivery Order/Reference Number
 - f. Date of Purchase
 - g. Quantity, unit price and extended price
 - h. Delivery location and point of contact, with name and phone number
 - i. Date of Shipment
 - j. Instructions for handling returns, damaged, or missing items.
8. **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 no authorized under this BPA.
9. **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.
10. **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.
11. **Warranty.** Unless specified otherwise in this agreement or the individual orders, the Contractor shall provide the original equipment manufacturer (OEM) standard warranty for any product(s) under this agreement in accordance with the FSS Contract terms and conditions.

C. STANDARDS AND REGULATORY COMPLIANCE

The Contractor offering product(s) for the duration of this agreement shall ensure compliance, if applicable, with related Security, Information Assurance, technology interoperability and regulatory compliance as specified by Federal statutes, laws, policy, authority, directive and guidance.

1. **TAA Compliance.** Any product(s) provided under this agreement is subject to and shall be in compliance with the Trade Agreements Act (TAA). It is the responsibility of the Contractor to determine TAA compliance. Certification of TAA compliance and/or the country of original (COO) is not required under this agreement but shall be furnished at the request of the Contracting Officer

for this BPA or by the ordering office in the individual orders. In the event there are questions pertaining to the validity of the product(s) with respect to TAA compliance then the Government reserves the discretion to verify with the original equipment manufacturer the origin of the product(s).

2. **Section 508 of the Rehabilitation Act Compliance.** Any product(s) provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the website www.section508.gov.
3. **Environmental Management.** The Contractor shall provide environmentally friendly products in order to comply with federally mandated environmental programs and GSA Green Procurement Program Policy. These program elements include: recovered material products, energy and water efficient products, alternative fuels and fuel efficiency, bio-based products, non-ozone depleting substances, priority chemicals, environmentally preferable products. These program elements are described by the Office of the Federal Environmental Executive (OFEE). Federal agencies are required to purchase monitors that are designated ENERGY STAR® and Electronic Product Environmental Assessment Tool (EPEAT)-registered. Visit the Green Procurement Compilation, <http://www.sftool.gov/greenprocurement> for a complete list of products covered by these programs.
 - 3.1 **ENERGY STAR®.** As required in FAR 52.223-15 Energy Efficiency in Energy-Consuming Products, the Contractor shall only provide product(s) that earn the ENERGY STAR® label and meet ENERGY STAR specifications for energy efficiency. Visit <http://www.energystar.gov> for complete product specifications and updated lists of qualifying products. The Contractor should be prepared to provide evidence of product certification by an EPA-recognized certification body upon request.
 - 3.2 **EPEAT®.** As required in FAR 52.223-16 Acquisition of EPEAT®-Registered Personal Computer Products, the Contractor shall exclusively provide EPEAT-registered product(s) under this BPA. The Contractor is responsible for ensuring product(s) meet the latest EPEAT requirements at the time of delivery. Visit www.epeat.net for complete product specifications, registration requirements, and updated lists of qualifying products.
4. **Federal Desktop Core Configurations.** Product(s) must be compatible with, full enable, and not interfere with the Federal Desktop Core Configuration (FDCC).
5. **Additional Clauses.** Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule Contract. Ordering Offices should consider the requirements of the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA Schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found at: <http://www.acquisition.gov/far>. The payment office and any specific invoice requirements will be

identified in the individual orders. The Contractor shall automatically send an electronic copy of the invoice to the ordering office at the time of delivery. An invoice must include, at a minimum:

- a. Vendor Name and Address;
- b. Invoice Date and Number;
- c. Schedule Contract Number, BPA Number and, if applicable, the Order Number;
- d. Description, Quantity, Unit of Measure, Unit Price and Extended Price of the item(s) delivered;
- e. Shipping Number and Date of Shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and Address of official to whom payment is to be sent;
- h. Name, Title, and Phone Number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN); and
- j. Electronic Funds Transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1, FAST PAYMENT PROCEDURE (MAY 2006), are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found at URL: www.acquisition.gov/far.
3. **Precedence.** In the event of an inconsistency between the provisions of the BPA and the Vendor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. Government BPA Points of Contact.

a. Contracting Officer:

Name: Melissa Mould
Senior Contracting Officer
GSA, FAS, NITCP
Email: melissa.mould@gsa.gov
Phone: (404) 332-3332

2. **Contractor BPA Points of Contact.** The Contractor shall identify a primary and alternative point of contact to support this BPA. The identified individuals will serve as the primary points of contact for customer service support, participate in program reviews, invoicing, payment, and submission of reports at the request of the Government.

a. Primary Point of Contact:

Name: Todd Cowen
SVP and General Manager
Paragon Micro Inc.

Email: tcowen@paragonmicro.com
Phone: (847) 440-2938

b. Alternative Point of Contact:

Name: Eric Leone
Account Manager
Paragon Micro Inc.
Email: eric@paragonmicro.com
Phone: (847) 719-8416

3. **GSA Advantage!®.** The Contractor shall ensure any item under this BPA is loaded in GSA Advantage at the time of BPA establishment for inclusion in the GSA AdvantageSelect landing page. The Contractor is responsible for ensuring that all required BPA data is transmitted to GSA Advantage for inclusion in GSA AdvantageSelect. The Contractor shall ensure that the item(s) under this BPA remain current on GSA Advantage through the duration of this agreement and any GSA AdvantageSelect item(s) contain at a minimum pictures, specifications, and the manufacturer assigned part number. The Contractor shall complete the required BPA upload no later than seven (7) working days after notification from the Contracting Officer that the BPA is ready for transmission. Unless otherwise authorized by the Contracting Officer, failure to complete the BPA upload within the required timeframe may result in cancellation of the BPA at the Government's discretion and as such the Government retains the right to establish this BPA with the next Contractor that represents the best value. The Contractor shall ensure that the item(s) under this BPA remain current on GSA Advantage through the duration of this agreement and any GSA AdvantageSelect item(s) contain at a minimum pictures, specifications, and the manufacturer assigned part number.
4. **Report of Sales.** The Contractor shall report all sales under this BPA pursuant to GSAR 552.238-74 in the GSA Schedule Contract. Remittance of the GSA Industrial Funding Fee (IFF) shall be done in accordance with the underlying FSS Contract. No additional Acquisition, Contracting, and Technical (ACT) or Program Funding fees are being imposed under this BPA.
5. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) may be a required field for the Report of Sales. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The UNSPSC code permits asset management through a standard coding structure. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.
6. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.
7. **Usage Reports.** The Contractor, at the request of the BPA Contracting Officer or other authorized GSA representative, shall provide BPA usage reports to include, at a minimum: quantity of item(s) sold, number of BPA orders received to date, unit price by order, delivery method, payment method, sales channel, total aggregated spend volume to date, and average order spend amount.
8. **Program Reviews.** The Contractor shall participate, as requested by GSA, in virtual program reviews on the progress of the GSA AdvantageSelect Program and this BPA. Reviews may occur

periodically during the term of this agreement and if required will be scheduled by GSA. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. The program review agenda shall be prepared by GSA and provided to the Contractor prior to each program review.

9. **Marketing.** The Contractor should dedicate reasonable resources and make a good faith effort to market and advertise this agreement. Desired actions include: advertising resultant BPA on the vendor's website, participation in GSA events for GSA AdvantageSelect as requested, and news media geared to the Government acquisition workforce. The Contractor shall ensure that all sales personnel are aware of the GSA AdvantageSelect Program and will educate customers on this BPA as an acquisition solution for appropriate sales. The Contractor shall also establish a process to regularly audit sales to Government buyers to determine where outside sales for the item(s) under this agreement are occurring. Results of these audits will be presented as an agenda item during program reviews. The Contractor is expected to make a reasonable effort in marketing this agreement so that future sales may occur under this GSA AdvantageSelect BPA.

**ATTACHMENT A
Product and Price List**

Product Description	
LG 22" Class IPS Professional Monitor	
Manufacturer	MFR Part #
LG Electronics USA, Inc.	22MB35PY-I
Monitor Specifications	
Size	22" Class (21.5" diagonal)
Display Type	Anti-glare, Backlit LED IPS Panel
Resolution	1920 x 1080
Aspect Ratio	16:9
Contrast Ratio	1000:1, 5,000,000:1 Dynamic CR
Brightness	250 cd/m ²
Pixel Pitch	0.248 mm
Color Depth/Support	16.7M colors
Response Rate	5 ms
Input/Connectors	D-SUB; DVI-D; DisplayPort; USB (1up/2down)
VESA Compatibility	Yes
Stand	Adjustable Height, Tilt, Swivel, Pivot, Detachable
Warranty	3-Year Limited (Parts/Labor/Backlight)
Operating System (OS) Compatibility	Windows
HDCP Support	Yes
Trade Act Agreement (TAA) Compliant	Yes
Section 508 Compliant	Yes
EPEAT	Gold
Energy Star Compliant	6.0
Additional Requirements: (All monitors must include)	Monitor with stand (detachable) Power cable Input Cables: DP, D-Sub, DVI-D, PC Audio, USB Setup Guide

BPA Price List		
Tier	Quantity	BPA Price
Tier 1	1 – 250	\$121.00
Tier 2	251 – 500	\$121.00
Tier 3	501 – 750	\$121.00
Tier 4	751 – 1000	\$120.75
Tier 5	1001+	\$120.25

ATTACHMENT B
Redacted Copy of Vendor Authority of Sales Documentation



May 20, 2016

LG Electronics USA, Inc.
2000 Millbrook Drive
Lincolnshire IL 60069

Paragon Micro, Inc.
2 Corporate Drive, Suite 150
Lake Zurich, IL 60047
Todd Cowen

Letter of Supply for Schedule 70 GSA Contract **GS-35F-0316X**

LETTER OF SUPPLY

LG Electronics USA, Inc. (LG) agrees that it will use commercially reasonable efforts supply **Paragon Micro, Inc.** with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

NOTE: LG reserves the right to a) offer 'like or similar specification' products or b) transition to next generation products based on manufacturing or availability issues.

NOTE: This letter certifies that LG will support partners for all commercial division display products, but this excludes LG Hospitality products for use at In-Room/Lodging/Hotel TVs.

COMMERCIAL PRODUCT CERTIFICATION

LG certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

DISCOUNT TO RESELLER

The discount being offered to **Paragon Micro, Inc.** is [REDACTED]. **Paragon Micro, Inc.** is classified as a reseller pursuant to their Reseller Agreement.

TRADE AGREEMENTS CERTIFICATE

LG hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Aug 2009). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

LG agrees to notify **Paragon Micro, Inc.** no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a GSA Schedule Contract.
- Decrease in reseller cost for any product listed on GSA Schedule Contract
- Temporary price reductions, rebates, and/or promotions

LG's Dun and Bradstreet number is 07-009-4818
LG Taxpayer ID#: 13-2950311

LG's production point for product(s) submitted for this solicitation is as outlined in the attached price file.

Sincerely,

[REDACTED]

Stephen Hu
Director of IT Sales Team, HE B2B Division, LG Electronics USA Inc.