

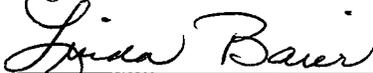
**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
THE SECURITIES AND EXCHANGE COMMISSION**

In the spirit of the Federal Acquisition Streamlining Act, the Securities and Exchange Commission (SEC) and Dell Marketing L.P. (Dell) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract GS-35F-4076D.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

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:



SEC



Dell Marketing L.P.

April 18, 2006

Date

April 18, 2006

Date

BPA NUMBER SECHQ1-06-A-0200
THE U.S. SECURITIES AND EXCHANGE COMMISSION
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-4076D (“Contract”), Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY with the Small Agency Council (SAC) (SEC is the host for this BPA) :

1. This BPA is for the purchase or lease (consistent with Attachment A) of Dell supplied products or services. The following contract items 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.

2. BPA Pricing – Computer Systems. Except as otherwise listed below, the standard BPA discount for the OptiPlex, Latitude, PowerEdge and Precision product lines is 12% off Dell’s then-current retail list price. All discounts below result in prices that are lower than Dell’s standard Contract price:

a.	<u>Products</u>	<u>Discount off List</u>
	OptiPlex GX620	20%
	Latitude D610	20%
	PowerEdge 2850	20%
	Precision 380	20%

b. In addition to the specific model-wide discounts set forth in the table above, for models not listed therein Dell shall provide a 20% discount off Dell’s then-current retail list price for SAC BPA configurations. Such configurations may be determined through submission of specific RFQ(s) to Dell’s SAC Inside Sales Representative.

c. For both subparagraph 2.a and 2.b products, Dell will give the Council members an additional 2% for ordering systems online via Dell’s Premier Page, for a total discount of 22% off of Dell’s then-current retail list price.

3. BPA Pricing – Printers. With respect to Dell-branded Printers, the standard BPA discount will be 1.23% off of Dell’s then-current retail list price. However, Dell agrees to offer an 8% discount off the then-current retail list price for Small Agency BPA specific configurations and will give the Council members an additional 2% for ordering printers online via Dell’s Premier Page, for a total discount of 10% off of Dell’s then-current retail list price.

4. Delivery:

Destination
Per Purchase Order

Delivery Schedule/Dates
Per Dell Order Cycle

5. The Government estimates, but does not guarantee, that the volume of purchases/leases through this agreement will be \$3M.
6. This BPA does not obligate any funds.
7. This BPA expires on March 31, 2007 or upon the date of expiration of Dell's GSA contract, whichever is later.
8. The Agencies listed at <http://www.sac.gov/about/members.htm> are authorized to place orders under this BPA.
9. Orders will be placed against this BPA via Electronic Data Interchange (EDI) (Internet), FAX, or paper.
10. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information at a minimum:
 - a. Name of Contractor;
 - b. Contract Number;
 - c. BPA Number;
 - d. Model Number or National Stock Number (NSN);
 - e. Purchase Order Number;
 - f. Date of Purchase;
 - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - h. Date of Shipment.
11. Technology Substitutions. Since the contemplated term of the BPA may exceed the technological life of the products initially delivered, it is in the mutual best interest of the SAC and Dell to substitute products of a newer technology, or some portion thereof, as required, provided the conditions below are satisfied. Such substitutions may be made through changes to Dell's SAC Premier Page without modifying this BPA.
 - a. The item(s) substituted shall be fully compatible with the originally provided product.
 - b. The item(s) substituted shall meet or exceed the mandatory technical requirements as stated in the specification.
 - c. The item(s) substituted shall be off-the-shelf configurations.
 - d. The price of the item(s) substituted, including support services, shall be equal to or lower than the current BPA pricing for the same product. The contractor shall agree to all terms and conditions, equal to or more favorable to the SAC, for the substituted item(s).
12. Product Substitutions. Dell may make product substitutions either to internal system components, options, or external peripherals, as long as the substitute item is the same or better technology at the same or lower price. Delivery order modifications will not be required. The invoice will reflect the actual product shipped, NOT the product ordered. To affect

administrative savings to the SAC, Finance Offices are instructed to make payments in accordance with this paragraph without requiring a delivery order modification.

13. The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

14. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence. Included as Attachment A are Dell's Supplemental Leasing Terms and Conditions, which are in addition to the terms set forth in SIN 132-3 of Dell's GSA Schedule. While these terms are optional to the government, they do allow for Dell to offer a more aggressive lease price.

ATTACHMENT A

SUPPLEMENTAL LEASING TERMS AND CONDITIONS

1. Base Interest Rates in the GSA Leasing Terms and Conditions are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the Lease Quote.
2. This Lease Quote is valid for thirty (30) days from the date of the Lease Quote. In the event an order is not issued by the Government within such thirty (30) days, Dell reserves the right to re-quote the lease pricing or extend the original quote in writing. The Delivery Order issued to initiate a lease based on this Lease Quote must be in compliance with GSA SIN 132-3, Option 2, of the referenced GSA Contract. A lease order issued hereunder is subject to Dell acceptance and/or Dell's credit approval.
3. The Government agrees that early termination is highly unlikely because the acquisition, quantity, and use of the involved Products are deemed to be essential to its operations, and will complete an Essential Use Certificate to that effect if required by Lessor. Further, the Government reasonably believes that funds in an amount sufficient to make all payments during the Lease Term can be obtained and agrees to take all reasonable, positive action to obtain and maintain such funds. This proposed lease is subject to Credit Approval by the Lessor's Credit Review Committee. Except for any maintenance responsibilities included in the Lease, the Government agrees that, by accepting the Lease and providing the Product for the Government's use, Dell has fully performed its obligation under the Lease.
4. Termination for Convenience of the Government: Leases entered into under this option may not be terminated except by the ordering office's contracting officer responsible for the delivery order, in accordance with FAR 52.212-4, Contract Terms and Conditions – Commercial Items, paragraph (l), Termination for Convenience of the Government. In the event of a Termination for Convenience of the Government, the Government will promptly pay Dell, or its assignee, the following: i) the sum of the current fiscal year's payment obligations, including any applicable taxes and late fees, less any payments made to the date of termination; plus ii) the Termination Ceiling, which will be the present value of the remaining Lease Payments over the Lease Term, discounted at the like-term Treasury yield percentage used to calculate the periodic Lease Payments, interpolated to the number of months remaining in the Lease Term, plus any unpaid taxes or other charges then due.
5. Notwithstanding the provisions of SIN 132-3, for Leases with the Option to Own - Fair Market Value end-of-lease purchase option, the purchase option available to the Government at the end of the Lease Term shall be based on the then-current Fair Market Value. The Government understands that it accrues no equity or partial ownership to the products by virtue of Lease Payments paid hereunder. The Fair Market Value shall be determined by Dell, or its assignee, on the basis of the value which would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.
6. Dell, or its assignee, will invoice, and the Government agrees to pay, such periodic Lease payments in accordance with Section 2 / Payment Schedule as incorporated in your Lease Quote,

prior to the beginning of the period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 1315.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.

7. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in SIN 132-3. In the event the Government exercises its right to terminate a lease under SIN 132-3, the Government shall be required to return all the products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. The end-of-lease purchase option is available to the Government only upon satisfaction of all payment obligations for the full Lease Term and is not applicable to a lease termination prior to the end of the Lease Term.

8. It is the Government's intent to exercise each renewal option and to extend the lease until completion of the Lease Term, provided the needs of the Government for the Products or functionally similar Products continue to exist. Accordingly, the Government shall not replace the Products leased under this delivery order with functionally similar Products during the Lease Term specified in the delivery order.

9. In the event you are of the opinion that any charges or credits on an invoice are not billed properly, the Government will promptly pay the portion of the invoice not in question and immediately provide Dell, or its assignee, with detailed written notice of the items in question.

10. To the extent permitted by the Agency, Federal Acquisition Regulation ("FAR") supplement of the ordering office, FAR Clause 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payments to an Assignee of any amounts due or to become due under this lease, shall not, to the extent specified in the Act, be subject to reduction or setoff.

11. Purchase Option – If the Government wishes to buy out the lease at any time, during or at the end of the Lease Term, the Government will be required to pay a lump sum amount equal to the present value of all outstanding Lease Payments, discounted at the rate of Treasury Constant Maturities as published in the Federal Reserve statistical release H.15 in effect at the time of the original order, interpolated to the number of months remaining in the Lease Term, plus any applicable end of lease purchase option, Fair Market Value or pre-stated purchase option price, and any unpaid taxes or other charges then due. The election to purchase at the end of the Lease Term shall require purchase of all of the leased products included in the Delivery Order. The end of the lease option elected by the Government shall be the same for all of the products included in the Delivery Order.

12. Form of Payment: The Government will pay Dell, or its assignees, by Electronic Funds Transfer (EFT), wire, or check. No credit cards will be allowed as a form of payment under this lease agreement.

13. Acceptance: Acceptance shall occur on the first day after delivery of the product to the Government.