

**AUTHORIZED FEDERAL SUPPLY SERVICE**  
**Information Technology Schedule Pricelist**

**General Purpose Commercial Information Technology Equipment, Software  
and Services**

**Special Item No. 132-8 Purchase of Equipment**

FSC Class 7035      ADP Support Equipment

**Special Item No. 132-12 - Repair Parts/Spare Parts**

FSC Class 7035      ADP Support Equipment

**RACKMOUNT**  
SOLUTIONS

Rackmount Solutions, Ltd.  
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Garland, TX 75042  
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Fax. 972-276-6484

[www.rackmountsolutions.net](http://www.rackmountsolutions.net)

Woman Owned  
Small Business

**Contract Number: GS-35F-0208R**  
**Period Covered by Contract: 12/16/04 – 12/15/09**

**General Services Administration**  
**F e d e r a l   A c q u i s i t i o n   S e r v i c e**

Pricelist current through Modification # **PO-0013** , dated **9/3/08** .

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

**AUTHORIZED FEDERAL SUPPLY SERVICE  
Information Technology Schedule Pricelist**

**General Purpose Commercial Information Technology Equipment, Software and Services**

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**INFORMATION APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: SMALL BUSINESS PARTICIPATION**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT**

The geographic scope of this contract is 48 contiguous states, the District of Columbia, Alaska, Hawaii, and the Commonwealth of Puerto Rico.

**2. CONTRACTOR'S ADDRESS - ORDERING AND PAYMENT INFORMATION:**

**ORDERING:**

Rackmount Solutions  
P.O. Box 451537  
Garland, TX 75045-1537

**PAYMENT:**

Rackmount Solutions  
P.O. Box 451537  
Garland, TX 75045-1537

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **PHONE:** 972-272-6631 **FAX:** 972-276-6484.

**GSA SCHEDULE ----- SMALL BUSINESS PARTICIPATION**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279**

BLOCK 9: G. Order/Modification Under Federal Schedule  
BLOCK 16: DATA UNIVERSAL NUMBERING SYSTEM: **102181083**  
BLOCK 30: B. **SMALL BUSINESS**  
BLOCK 31: WOMAN-OWNED SMALL BUSINESS - **YES**  
BLOCK 36: CONTRACTOR'S TAXPAYER IDENTIFICATION (TIN): **06-1703393**  
4a. CAGE CODE: **1ZFZ0**  
4b. Rackmount Solutions, Ltd. has registered with the CCR database.

**5. FOB**

Destination - shipping / freight charges are not included and such charges will be added at actual cost as a separate item to the invoice.

**6. DELIVERY SCHEDULE**

a. **Time of Delivery:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Special Item Number	Delivery Time (Days Aro)
<u>132-8</u>	<b>20 Days</b>
<u>132-12</u>	<b>20 Days</b>

b. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed 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 the contract.

**7. DISCOUNTS:** Prices shown are NET prices; basic discounts have been deducted.

- a. **Prompt Payment:** **None**
- b. **Quantity:** **None**
- c. **Dollar Volume:** **None**
- d. **Government Educational Institutions:** Government Educational Institutions are offered the same discounts as all other Government customers
- e. **Other:** **None**

**8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING**

Not applicable. Overseas shipment will not be provided under this contract.

**10. SMALL REQUIREMENTS**

The minimum dollar value of orders to be issued is \$ **100.00**

**11. MAXIMUM ORDER**

\$500,000.00:

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply

Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

**14 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001).**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15 CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES.**

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

**16 GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

**17 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.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS.**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

**19 OVERSEAS ACTIVITIES.**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**NOT APPLICABLE**

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract

**20 BLANKET PURCHASE AGREEMENTS (BPAs).**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

**21 CONTRACTOR TEAM ARRANGEMENTS.**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22 INSTALLATION, DEINSTALLATION, REINSTALLATION.**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

**23 SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

[www.rackmountsolutions.net](http://www.rackmountsolutions.net)

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/)

**24 PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5).**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **26 SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **27 ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**Terms and Conditions Applicable To Purchase of General Purchase Commercial Information Technology Equipment (Special Item Number 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**Ref. C.12 DELIVERY PRICES (F-FCI-202-G) (MAY 2003)**

Where store-door delivery is subject to a charge, the Contractor shall (a) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (b) pay such charge and add the actual cost thereof as a separate item to his invoice.

Shipping / freight charges are not included in net prices, the notation "Delivery Service Requested" will be included on bills of lading covering such shipments, and Rackmount Solutions will pay such charges which will be added to the actual cost as a separate item to the invoice.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

**Products are normally self installable. Customer may call Rackmount Solutions for assistance if required at the technical support number 972-272-6639.**

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that

no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## 5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance 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, unless the change is due to the defect in the item.

## 6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

### **Rackmount Solutions Warranty**

**Rackmount Solutions, Ltd. (the "Company") warrants the products manufactured by it to be free from defects in material or workmanship under normal use and conditions as follows: for a period of five (5) years from date of shipment by the Company to the original purchaser.**

**The Company's entire liability to the purchaser, and the purchaser's (or any other party's) sole and exclusive remedy, under this warranty shall be limited, at the Company's option, to either (a) return of and refund of the price paid for, or (b) repair or replacement at the Company's factory of the products purchased, or any part or parts thereof, which the Company has determined to be defective after inspection thereof at the Company's factory.**

**This warranty does not cover damage due to acts of God, accident, misuse, abuse or negligence by parties other than the Company, or any modification or alteration of the products. In addition, this warranty does not cover damage due to improper shipping, handling, assembly, installation or maintenance.**

**This warranty is in lieu of all other warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.**

**To the maximum extent permitted by applicable law, in no event shall the Company be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without**

limitation, damage for loss of business profits, business interruption or any other pecuniary loss) arising out of the use of the products purchased, even if the Company has been advised of the possibility of such damages. The Company's liability to the purchaser (or any other party) hereunder, if any, shall in no event exceed the purchase price of the products paid to the Company.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: \_\_\_\_\_

## 7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

### a. Rackmount Solutions Overview

Rackmount Solutions, Ltd. was established in 2001, offering in-depth knowledge of rackmount /storage enclosures and shelving to the IT professional. Rackmount Solutions provides a strong variety of rackmount storage / enclosure solutions from one source simplifying the life of the IT network professional. The versatility of Rackmount Solutions product line and those of our manufacturer's coincides with the demands of the fast paced IT industry.

Obtaining applied knowledge of network storage solutions from the average customer service person can be a frustrating process. With Rackmount's years of experience in the IT industry, we offer experience based knowledge and customer service fundamentals focused on reliability, dependability, responsiveness and professionalism.

In addition to developing our own product line, Rackmount Solutions assist manufacturers in developing new products by providing feedback directly from our end users. Communicating with an average of 100 different IT Professionals and a variety of companies per day, we listen to your requirements and suggestions and are committed to developing products that meet your needs and exceed your expectations. Whether assisting our customers with product selection, or assisting them define their requirements, our customers satisfaction is a priority. In the event our product does not match their requirements, we do not hesitate to offer a referral to other companies whose products will meet their needs better.

Rackmount Solutions' on-line catalog and showroom are well maintained to ensure current product selections and information is accurate. Our web site provides full descriptions, pictures and pricing along with a shopping cart for ordering 24/7. In addition, our account managers are available to help with any question or application.

**b. Product Descriptions and Pricing: SEE ATTACHMENT 1**

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**Terms and Conditions Applicable To Repair Parts/Spare Parts (SIN 132-12)**

**1. REPAIR PARTS/SPARE PARTS ORDERS**

Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair parts/spare parts under this contract.

**2. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All repair / spare parts shall be furnished at prices 5% below commercial list price.

**3. GUARANTEE/WARRANTY—REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period **(Refer to Page 13 paragraph 6 herein)**

**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS**

**PREAMBLE**

Rackmount Solutions, Ltd. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Deborah Petty, President, Phone: 866-207-6631, [dpetty@rackmountsolutions.net](mailto:dpetty@rackmountsolutions.net) , Fax: 972-276-6484**

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) 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(s)

\_\_\_\_\_.

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 ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                                      Date

**GSA SCHEDULE ----- BLANKET PURCHASE AGREEMENT**

BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) 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:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as 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;

**GSA SCHEDULE ----- BLANKET PURCHASE AGREEMENT**

- (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.
- (9) 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.
- (10) 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.

**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

Attachment 1  
Products and Pricing

**Products and Pricing: Prices are Net and do not include shipping. Shipping will be added at actual cost as a separate line item on the invoice.**

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
132-8	Rackmount Solutions	FRS702036BK	Server cabinet, 40u, inside dm: 70"h x 20"w x 36"d	NA	\$ 1,829.02
132-8	Rackmount Solutions	FRS702042BK	Server cabinet, 40u, inside dim: 70"h x 20"w x 42"d	NA	\$ 1,938.74
132-8	Rackmount Solutions	FRS772036BK	Server cabinet, 44u, inside dim: 77"h x 20"w x 36"d	NA	\$ 1,913.35

Features:

- Server rack provides multi-vendor compatibility including Sun, Compaq, Dell, HP, IBM, and Intel\*. Included in price:
- 3 sets of "L" shaped adjustable universal mounting rails on patented aluminum extruded welded frame. Server rack capacity: 2500 lbs\*\*
- Universal square mounting holes allows rack mounting with M6, 10-32 or 12-24 hardware.
- Base, low-profile casters, leveling feet and retractable anti-tip stabilizer bars at the base are standard features on our server rack.
- Keyed latch/lock on front and rear door.
- 40 M6 cage nuts and screws (10/32 available on request.)
- Removable side panels.
- Smoked Lexan front door with steel vent panel, perforated mesh rear door for optimal air flow. Vented and solid doors are available.
- Doors are field reversible left or right hinge.
- Perforated top panel (no fan). Solid, vented and multiple fan configurations available.
- Textured powder coat finish. Colors available.
- Server rack ships completely assembled on a skid via commercial truck.



Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
<b>30"d/19"w SERVER CABINET</b>					
132-8	Rackmount Solutions	RSP-732030	Server cabinet, 42u, inside dim: 73.5"h x 19"w x 30"d	NA	\$ 1,629.52
<b>36"d/19"w SERVER CABINET</b>					
132-8	Rackmount Solutions	RSP-732036	Server cabinet, 42u, inside dim: 73.5"h x 19"w x 36"d	NA	\$ 1,703.88
<p>Features:</p> <ul style="list-style-type: none"> <li>• Server Rack provides Multi-Vendor compatibility including Sun, Compaq, Dell, HP, IBM, and Intel*. Included in server rack price:</li> <li>• 3 sets of "L" shaped adjustable universal mounting rails on a patented aluminum extruded welded frame.</li> <li>• Base, low-profile casters and leveling feet standard.</li> <li>• Removable side panels.</li> <li>• Front door: extruded aluminum frame construction with fully perforated insert (63% open) with lockable swing handle.</li> <li>• Rear door: steel door with welded fully-perforated insert. Lockable swing door handle.</li> <li>• Solid top panel (no fan) with (2) 4.5" holes with grommets and cover plates for cable management. Other styles/fans available</li> <li>• Textured powder coat finish. Mix or match frame and panels for a customized look (shown is granite gray frame with pearl white sides/doors.) Colors available. Black, dark gray, medium gray, light gray, pearl white, white, IBM blue, royal blue</li> <li>• Ships completely assembled.</li> </ul>					



Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
<b>30"d SERVER CABINETS</b>					
132-8	Rackmount Solutions	RS422030	Server Cabinet 24u, Inside dim 42"h x 19"w x 30"d	NA	\$ 1,241.41
132-8	Rackmount Solutions	RS612030	Server Cabinet 35u, Inside dim 61"h x 19"w x 30"d	NA	\$ 1,357.48
132-8	Rackmount Solutions	RS702030	Server Cabinet 40u, Inside dim 70"h x 19"w x 30"d	NA	\$ 1,469.02
132-8	Rackmount Solutions	RS772030	Server Cabinet 44u, inside dim 77"h x 19"w x 30"d	NA	\$ 1,541.56
<b>36"d SERVER CABINETS</b>					
132-8	Rackmount Solutions	RS422036	Server cabinet 24u, inside dim 42"h x 19"w x 36"d	NA	\$ 1,255.92
132-8	Rackmount Solutions	RS612036	Server cabinet, 35u inside dim 61"h x 19"w x 36"d	NA	\$ 1,453.60
132-8	Rackmount Solutions	RS702036	Server cabinet 40u, inside dim 70"h x 19"w x 36"d	NA	\$ 1,501.66
132-8	Rackmount Solutions	RS772036	Server cabinet 44u, inside dim 77"h x 19"w x 36"d	NA	\$ 1,606.85
<p>Server Rack provides Multi-Vendor compatibility including Sun, Compaq, Dell, HP, IBM, and Intel*.</p> <p><b>SEVERAL SAME DAY SHIP CONFIGURATIONS!</b> (For orders placed by 10 am EST)</p> <p>Features included in server rack price:</p> <ul style="list-style-type: none"> <li>• 3 sets of "L" shaped adjustable universal mounting rails on a patented aluminum extruded welded frame. Frame supports up to 2500 lbs.</li> <li>• Base, low-profile casters and leveling feet standard.</li> <li>• Removable side panels.</li> <li>• Smoked Lexan front door with lockable swing handle.</li> <li>• Vented Steel rear door with changeable airflow panels and lockable swing door handle.</li> <li>• Solid top panel (no fan) with (2) 4.5" holes with grommets and cover plates for cable management. Other styles/fans available</li> <li>• Textured powder coat finish. Mix or match frame and panels for a customized look. Colors available. Black, dark gray, medium gray, light gray, pure white, pearl white, IBM blue, royal blue. Custom available at small upcharge.</li> <li>• Ships completely assembled.</li> </ul>					



Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
132-8	Rackmount Solutions	TR6-32F	6u Table Top Rack. Locking plexi front and vented rear door. Adjustable universal mounting rails. Internal dim: 10.5"h x 19"w x 32"d. Includes 4.5" fan, levelers and 25 pcs M6 cage nuts/screws	NA	\$ 501.46
132-8	Rackmount Solutions	TR9-32F	9u Table Top Rack. Locking plexi front and vented rear door. Adjustable universal mounting rails. Internal dim: 15.75"h x 19"w x 32"d. Includes 4.5" fan, levelers and 25 pcs M6 cage nuts/screws	NA	\$ 542.27
132-8	Rackmount Solutions	TR12-32F	12u Table Top Rack. Locking plexi front and vented rear door. Adjustable universal mounting rails. Internal dim: 21"h x 19"w x 32"d. Includes 4.5" fan, levelers and 25 pcs M6 cage nuts/screws	NA	\$ 591.23
132-8	Rackmount Solutions	TR15-32F	15u Table Top Rack. Locking plexi front and vented rear door. Adjustable universal mounting rails. Internal dim: 30.5"h x 19"w x 32"d. Includes 4.5" fan, levelers and 25 pcs M6 cage nuts/screws	NA	\$ 662.87
132-8	Rackmount Solutions	WRS4-30	4u Vertical Wallmount Rack. Fully enclosed, locking front door. Universal mounting rails. Cable access holes. Mounts flush to wall, items hang vertical to save space. Internal dimensions: 19"w x 31"h x 7"d. External 25.25"w x 37.16"h x 8.5"d	NA	\$ 343.68
132-8	Rackmount Solutions	WRS6-30	6u Vertical Wallmount Rack. Fully enclosed, locking front door. Universal mounting rails. Cable access holes. Mounts flush to wall, items hang vertical to save space. Internal dimensions: 19"w x 31"h x 10.5"d. External 25.25"w x 37.16"h x 12"d	NA	\$ 357.28

Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
132-8	Rackmount Solutions	A772444MSSP-P2 RS	44u Server Cabinet. 24"w x 44"d, 110V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door	NA	\$ 3,975.42
132-8	Rackmount Solutions	A772444MSSP-P3 RS	44u Server Cabinet. 24"w x 44"d, 220V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door	NA	\$ 4,371.69
132-8	Rackmount Solutions	A772444MSSP-PX RS	44u Server Cabinet. 24"w x 44"d, Pagoda style fan top. Clear lexan front door, solid rear door	NA	\$ 4,318.19
132-8	Rackmount Solutions	A772444MSSP-P5	44u Server Cabinet. 24"w x 44"d, 115V-220V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear glass front door, solid rear door, includes 2x 115v 20amp vertical power strips, and 2x 220v, 30amp vertical power strips. For complete description call sales.	N/A	\$ 4,532.19
132-8	Rackmount Solutions	A772444MSSP-P4 RS	44u Server Cabinet. 24"w x 44"d, 115V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door includes 4x 115V vertical power strips, 20amp, vertical support bars, cable management. For complete description call sales.	N/A	\$ 4,350.83
132-8	Rackmount Solutions	A772444MSSP-P6	44u Black Server Cabinet. 24"w x 44"d, 115V-220V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear glass front door, solid rear door, locks EK328 includes 2x 115v 20amp vertical power strips, and 2x 220v, 30amp vertical power strips. For complete description call sales.	N/A	\$ 4,343.58
132-8	Rackmount Solutions	A772444MSSP-P7	44u Black Server Cabinet. 24"w x 44"d, 115V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door with locks EK328 includes 4x 115V vertical power strips, 20amp, vertical support bars, cable management. For complete description call sales.	N/A	\$ 4,559.40
132-8	Rackmount Solutions	A772444MSSP-P8	44u Black Server Cabinet. 24"w x 44"d, 115V. No power strips. Includes HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door with locks EK328 includes vertical support bars, cable management. For complete description call sales.	N/A	\$ 3,719.70

Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
132-8	Rackmount Solutions	A772444MSSP-P9	44u Black Server Cabinet. 24"w x 44"d, 115V. No power strips. Includes HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door with locks EK310 includes vertical support bars, cable management. For complete description call sales.	N/A	\$ 4,543.98



Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
132-8	Rackmount Solutions	A732436-NEBS19	42u 19"w Seismic NEBS Zone 4 Server Rack Certified compliant with Telcordia Bellcore GR-63-CORE Requirements for Zone 4 Seismic environments. Perforated front/rear door (locking), 2 sets of 10-32 tapped rails. Rack supports 2500 lbs static, 1000 lbs certified. Inside dimensions: 73.59"h x 19"w x 36"d. External dimensions: 77.83"h x 28.33"w x 38.42"d. Heavy Duty. Aluminum. Black powdercoat finish. Made in the USA of American Processed Steel	N/A	\$ 2,774.81



Attachment 1  
Products and Pricing

SIN	Manufacturer	Man. Part Number	Product Description	Energy Star Compliant	GSA Net Price
132-8	Rackmount Solutions	A772444MSSP-P0	44u Server Cabinet. 24"w x 44"d, 110V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door. No power strips, Keyed #303	N/A	\$ 4,149.52
132-8	Rackmount Solutions	A772444MSSP-P22	44u Server Cabinet. 24"w x 44"d, 220V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, solid rear door. No power strips, Keyed #303, 220V fans and cords	N/A	\$ 4,201.21
132-8	Rackmount Solutions	A772444MSSP-P23	44u Server Cabinet. 24"w x 44"d, - 220V with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, perforated rear door, includes 2x 220v 30 amp vertical power strips. Verdigris color. For complete description contact sales.	N/A	\$ 5,127.96
132-8	Rackmount Solutions	A772444MSSP-P10	44u Server Cabinet. 24"w x 44"d, with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, perforated rear door, includes 1x 60"l 20 amp vertical power strips, (1) 22V, 30A power strip. Black color. For complete description contact sales.	N/A	\$ 4,179.60
132-8	Rackmount Solutions	A772444MSSP-P24	44u Server Cabinet. 24"w x 44"d, with HSB kits and Pagoda style fan top. Thermostat control for one fan. Clear lexan front door, perforated rear door, includes (2) PSM70220C19-AF1 220V Vertical Power Strip, 30A. Verdigris color. For complete description contact sales.	N/A	\$ 4,179.60