

AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**SPECIAL ITEM NUMBER 132-8 – PURCHASE OF NEW EQUIPMENT - SUBJECT TO COOPERATIVE PURCHASING**

FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



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Contract Number: \_\_\_\_\_ GS-35F-430AA \_\_\_\_\_

Period Covered by Contract: \_\_\_\_\_ June 20, 2013- June 19, 2018 \_\_\_\_\_

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #\_Pricelist current through award\_\_\_\_\_

**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/>**

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## INFORMATION FOR ORDERING ACTIVITIES 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 Acquisition Service. 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!<sup>TM</sup> on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Acquisition 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:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

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

Hanaps Enterprises dba Digital Storm  
47811 Warm Springs Blvd.  
Fremont, CA 94539-7400

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

T: 510-656-2234

F: 510-579-7988

**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 (DUNS) Number: 101753403

Block 30: Type of Contractor – B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business – YES

**Block 36: Contractor's Taxpayer Identification Number (TIN): 47-0928655**

4a. CAGE Code: 5C5C3

4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**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)

132-8

15 Days

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: Net 30 Days from receipt of invoice or date of acceptance
- b. Quantity Additional 2% for 5+ items ordered per order
- c. Dollar Volume none
- d. Government Educational Institutions Same
- 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:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-8 - Purchase Of New Equipment

**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 Acquisition 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 2003)**

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. 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.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**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 52.212-4)

**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.gsaadvantage.gov>

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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 OFFERED

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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)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

**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, Industrial Funding Fee and Sales Reporting, 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 or 132-9.

**23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): \_\_\_\_\_

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 PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW  
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.

**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:

Self Installation

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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 or SIN 132-9.

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.

Page 1

### **1. WARRANTY**

#### **A. LIMITED WARRANTY DETAILS.**

Digital Storm warrants to the original purchaser that any part of the hardware system, excluding software, documentation and similar items, will be free of defects in workmanship and materials for the period the warranty included with the purchase from the date of delivery to Customer. During the warranty period, Digital Storm will repair or replace, at its sole discretion, the defective hardware system, for defects specified by you, free of charge for labor and/or parts depending on your warranty period. Parts may not be the same but will be equivalent parts. If the hardware system is defective within the first 30 days Digital Storm will cover the costs shipping the item back. Digital Storm will not be held responsible for shipping costs after 30 days of receiving your computer system. The remedy for this breach of warranty is limited to replacement or repair with parts warranted for the remainder of the warranty period. Any additional purchases or upgrades will not extend this warranty. Excluded from this warranty is any damage caused during shipment (except the shipment to the original purchaser) and any damage caused by: impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster; unauthorized modifications, attachments or peripherals, improper use, environment, installation or electrical supply; improper maintenance; any other misuse, abuse, or mishandling. Digital Storm's sole liability, under this warranty, for failure to repair or replace the hardware system after a reasonable number of attempts is limited to replacement or, at Digital Storm's sole discretion, refund of the original purchase price. The above constitutes purchaser's exclusive remedies for breach of warranty. Digital Storm shall, under no circumstances, be liable for any other damages, including but not limited to special, incidental, consequential and other similar claims whether based upon breach of contract, breach of warranty, negligence, or strict liability, or any other similar theories. Damages excluded include but are not limited to: loss of profit, loss of revenue, loss of data or software, loss of use of the hardware system, loss of use of related equipment, cost of substitute or replacement equipment, "down-time", purchaser's time, injury to property, and all claims of third parties. EXCEPT AS EXPRESSLY STATED HEREIN, DIGITAL STORM MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD BY DIGITALSTORM. EXCEPT AS EXPRESSLY STATED HEREIN, DIGITAL STORM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS SOLD ON THIS

SITE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Depending on the term of the limited warranty, the coverage of labor and parts will vary. Please review the breakdown below: Page 2

The "Life-time Expert Customer Care with 3 Year Limited Warranty" covers labor costs for 3 years and direct defective part replacement service directly from Digital Storm's inventory for 1 year. After the first year, Digital Storm will help replace any defective parts for the customer as long as those parts are still under warranty with the manufacture. Certain components are covered usually from 3-5 years from the manufacture. The "Life-time Expert Customer Care with 4 Year Limited Warranty" covers labor costs for 4 years and direct defective part replacement service directly from Digital Storm's inventory for 2 years. After the second year, Digital Storm will help replace any defective parts for the customer as long as those parts are still under warranty with the manufacture. Certain components are covered usually from 3-5 years from the manufacture. The "Life-time Expert Customer Care with 5 Year Limited Warranty" covers labor costs for 5 years and direct defective part replacement service directly from Digital Storm's inventory for 3 years. After the third year, Digital Storm will help replace any defective parts for the customer as long as those parts are still under warranty with the manufacture. Certain components are covered usually from 3-5 years from the manufacture.

**B. TO OBTAIN SERVICE UNDER THIS WARRANTY.**

Call the Technical Support Department at 1-866-817-8676. Have your order number and serial number available. The technical support staff will assist you in diagnosing the problem over the phone. If the problem cannot be resolved over the phone, we will decide on the best course of action for complete customer satisfaction. If return is authorized, please return the product. Do not return any products without prior authorization. Products returned without prior authorization will be held for 15 days pending instruction and return shipment payment and, thereafter, will be salvaged or disposed without any duty to account to Customer. Digital Storm will not be responsible for consequential damage to the boards or the system or any of its components caused by either internal or external equipment, shorted connections or components not installed by or purchased from Digital Storm. Digital Storm will also not be responsible for damages to any components or loss of any data for goods purchased from Digital Storm. The limited warranty also does not cover damages or defects that may have been caused by: Shipping damage (other than the original shipment), improper installation or maintenance, misuse, neglect or improper environment, repair, modification, adjustment, or installation of options or parts not by an Digital Storm employee, inadequate or excessive electrical power surges, or other power irregularities. Digital Storm will also not replace, repair, or refund on any purchase if the item serial numbers do not match, or if the product is not sold directly by Digital Storm. Digital Storm will replace defective parts the same or equivalent to new parts at no cost. Any other part replacement that is different from the original configuration must be purchased at cost. Note: Do not include any accessories with your computer system for warranty repairs. If you do provide such materials, Digital Storm will not be held responsible for any missing accessories such as software, adapters, etc. In the event no defect is found that is covered by the warranty, Digital Storm will charge a test fee, advise the Customer and return the non-defective product when Customer pays the test fees and pays for return shipping. If such fees are not paid within 15 days after notification, the product shall be salvaged or disposed without any duty to account to Customer. Page 3

### **C. UPGRADES.**

Digital Storm gives the customer the freedom to upgrade his or her computer system. If you would like Digital Storm to upgrade your system for you, you will be responsible for shipping costs back and forth and a small labor fee. However, if the customer begins to experience issues after the upgrade the customer must remove the suspected hardware in order to obtain warranty service and support.

### **D. COSMETIC DAMAGE.**

Digital Storm takes as much precaution to ensure that all of our systems leave our facility without any scratches or dents. To ensure we maintain this goal, a through external inspection is done by a senior quality inspector prior to the computer being placed into the packaging box. Any cosmetic damages that are larger than the size of a U.S. dime will be taken care of by Digital Storm if reported within the first 30 days of original delivery.

### **E. DEAD PIXEL POLICY.**

Since Digital Storm does not directly manufacture LCD panels for our monitors or laptops, we are going to pass over the same warranty terms that Digital Storm has with the manufacture(s) to the customer. If any of the three conditions are met or exceeded, Digital Storm will replace the unit for the customer:

1. Over 3 bright dots or 6 black dots or 8 mixed bright and block dots in total.
2. 2 adjacent bright dots or 2 adjacent black dots.
3. 3 bright and/or black dots within an area radius of 7.5mm

### **F. 30 DAY RETURN WINDOW FOR REPLACEMENT HARDWARE.**

If Digital Storm does not receive replacement hardware back within 30 days from the date of delivery of the replacement hardware to the customer, Digital Storm reserves the right to charge the customer for the value of the hardware, and/or, VOID the customers warranty and technical support services.

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.

### **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).

SIN Proposed	Item Number	Item Name	Item Description	Prices offered to GSA (including IFF)
132 8	613257-24302	<b>Digital Storm Slade - Intel i7 Six-Core Workstation Computer - Level 1</b>	This product includes all of the below items and their item numbers as billed in the Digital Storm invoices.	\$ 2,118.24
			<b>Processor: Intel Core i7 3930K 3.2GHz (Six-Core)</b>	
			<b>Motherboard: ASUS Sabertooth X79 (Intel X79 Chipset) (Features USB 3.0 and SATA 6Gb/s)</b>	
			<b>System Memory: 16GB DDR3 1600MHz Digital Storm Certified</b>	
			<b>Power Supply: 800W Corsair GS (Dual SLI Compatible)</b>	
			<b>Hard Drive Set 1: Operating System: 120GB Solid State (By: Corsair) (Model: Neutron GTX Series)</b>	
			<b>Hard Drive Set 2: Multimedia\Data: 1TB (7200 RPM) (32MB Cache)</b>	
			<b>Optical Drive: DVD-R/RW/CD-R/RW (DVD Writer 24x / CD-Writer 48x)</b>	
			<b>Video Card(s): NVIDIA GeForce GT 620 1GB (Includes PhysX Technology)</b>	
			<b>Cooling: H20: Stage 2: Digital Storm Vortex 240mm Maintenance Free Liquid CPU Cooler</b>	
			<b>Windows OS: Microsoft Windows 7 Home Premium (64-Bit Edition)</b>	
			<b>Warranty: Life-time Expert Customer Care with 3 Year Limited Warranty</b>	

132 8	612756-24244	<b>Digital Storm Slade - Intel i7 Six-Core Workstation Computer - Level 2</b>	This product includes all of the below items and their item numbers as billed in the Digital Storm invoices.	\$ 3,010.33
			<b>Processor: Intel Core i7 3930K 3.2GHz (Six-Core)</b>	
			<b>Motherboard: ASUS Sabertooth X79 (Intel X79 Chipset) (Features USB 3.0 and SATA 6Gb/s)</b>	
			<b>System Memory: 32GB DDR3 1600MHz Digital Storm Certified</b>	
			<b>Power Supply: 800W Corsair GS (Dual SLI Compatible)</b>	
			<b>Hard Drive Set 1: Operating System: 180GB Solid State (By: Intel) (Model: 520 Series)</b>	
			<b>Hard Drive Set 2: Multimedia\Data: 1TB (7200 RPM) (32MB Cache)</b>	
			<b>Optical Drive: DVD-R/RW/CD-R/RW (DVD Writer 24x / CD-Writer 48x)</b>	
			<b>Video Card(s): NVIDIA GeForce GTX 680 4GB (PhysX)</b>	
			<b>Cooling: H20: Stage 2: Digital Storm Vortex 240mm Maintenance Free Liquid CPU Cooler</b>	
			<b>Windows OS: Microsoft Windows 7 Professional (64-Bit Edition)</b>	
			<b>Warranty: Life-time Expert Customer Care with 3 Year Limited Warranty</b>	
132 8	601562-23846	<b>Digital Storm Protus - Intel Xeon Six-Core, NVIDIA Quadro Workstation Computer - Level 1</b>	This product includes all of the below items and their item numbers as billed in the Digital Storm invoices.	\$ 3,729.17
			<b>Processor: 1x (Intel Xeon E5-2620 2.0GHz (15MB Cache) (Six-Core CPU)</b>	
			<b>Motherboard: ASUS Z9PE-D8 WS Workstation Board (Chipset: Intel C602)</b>	

			<b>System Memory: 32GB DDR3 1333MHz (ECC Registered) Digital Storm Certified (4GBx8 Config)</b>	
			<b>Power Supply: 1050W Corsair Pro Silver 1050HX</b>	
			<b>Hard Drive Set 1: Operating System: 180GB Solid State (By: Intel) (Model: 520 Series)</b>	
			<b>Hard Drive Set 2: Multimedia\Data: 3TB (7200 RPM) (32MB Cache)</b>	
			<b>Optical Drive: Blu-Ray Player/DVD Writer (Play Blu-Ray and Burn DVDs)</b>	
			<b>Quadro Card: NVIDIA PNY Quadro 600 1GB (Outputs: DVI, DisplayPort)</b>	
			<b>Cooling: AIR: Stage 1: Cooler Master Hyper 212 EVO (High Performance Cooler)</b>	
			<b>Windows OS: Microsoft Windows 7 Professional (64-Bit Edition)</b>	
			<b>Warranty: Life-time Expert Customer Care with 3 Year Limited Warranty</b>	
<b>132 8</b>	<b>609024-24121</b>	<b>Digital Storm Protus - Dual Intel Xeon 12-Core, NVIDIA Quadro HPC Workstation Computer - Level 2</b>	This product includes all of the below items and their item numbers as billed in the Digital Storm invoices.	<b>\$ 4,775.37</b>
			<b>Processor: 2x Dual (Intel Xeon E5-2620 2.0GHz (15MB Cache) (Six-Core CPU) (12 CPU Cores Total)</b>	
			<b>Motherboard: ASUS Z9PE-D8 WS Workstation Board (Chipset: Intel C602)</b>	
			<b>System Memory: 32GB DDR3 1333MHz (ECC Registered) Digital Storm Certified (4GBx8 Config)</b>	
			<b>Power Supply: 1050W Corsair Pro Silver 1050HX</b>	
			<b>Hard Drive Set 1: Operating System: 120GB Solid State (By: Corsair) (Model: Neutron GTX Series)</b>	

			<b>Hard Drive Set 2: Multimedia\Data: 1TB (7200 RPM) (32MB Cache)</b>	
			<b>Optical Drive: Blu-Ray Player/DVD Writer (Play Blu-Ray and Burn DVDs)</b>	
			<b>Quadro Card: NVIDIA PNY Quadro 4000 2GB (Outputs: DVI, DisplayPort)</b>	
			<b>Cooling: AIR: Stage 1: Cooler Master Hyper 212 EVO (High Performance Cooler)</b>	
			<b>Windows OS: Microsoft Windows 7 Professional (64-Bit Edition)</b>	
			<b>Warranty: Life-time Expert Customer Care with 3 Year Limited Warranty</b>	
<b>132 8</b>	<b>610036-23962</b>	<b>Digital Storm Protus - Dual Intel Xeon 12-Core, NVIDIA Quadro &amp; Tesla HPC Workstation Computer - Level 3</b>	This product includes all of the below items and their item numbers as billed in the Digital Storm invoices.	<b>\$ 8,365.74</b>
			<b>Processor: 2x Dual (Intel Xeon E5-2620 2.0GHz (15MB Cache) (Six-Core CPU) (12 CPU Cores Total)</b>	
			<b>Motherboard: ASUS Z9PE-D8 WS Workstation Board (Chipset: Intel C602)</b>	
			<b>System Memory: 64GB DDR3 1333MHz (ECC Registered) Digital Storm Certified (8GBx8 Config)</b>	
			<b>Power Supply: 1050W Corsair Pro Silver 1050HX</b>	
			<b>Hard Drive Set 1: Operating System: 1x (180GB Solid State (By: Intel) (Model: 520 Series)</b>	
			<b>Hard Drive Set 2: Multimedia\Data: 2x (240GB Solid State (By: Intel) (Model: 520 Series)</b>	
			<b>Optical Drive: Blu-Ray &amp; DVD Writer/Reader (Burn + Play Blu-Ray &amp; DVDs)</b>	

			<b>Quadro Card: NVIDIA PNY Quadro 5000 2.5GB (Outputs: DVI, DisplayPort)</b>	
			<b>Tesla Card: 1x NVIDIA Tesla C1060 Computing Processor (4GB of Memory)</b>	
			<b>Wireless Access: Wireless USB 802.11n Up to 300Mbps (Supports 802.11n/g/b)</b>	
			<b>Cooling: AIR: Stage 1: Cooler Master Hyper 212 EVO (High Performance Cooler)</b>	
			<b>Windows OS: Microsoft Windows 7 Ultimate (64-Bit Edition)</b>	
			<b>Warranty: Life-time Expert Customer Care with 4 Year Limited Warranty</b>	

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

**PREAMBLE**

Hanaps Enterprises dba Digital Storm 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 demonstrate 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

**Paramjit Chana – CEO, [psc@digitalstormonline.com](mailto:psc@digitalstormonline.com) , P: 510-656-1122, F: 510-579-7988**



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;
- (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.

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**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 ordering activity 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.