

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

**General Description of the Commodity Offered**

Audiovisual Presentation System Products to include automated control system electronics and programming.

Special Item No. 132-8 Purchase of Equipment  
 Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts  
 Special Item No. 132-51 Information Technology Professional Services

Note: 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.

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Display  
 Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens  
 Network Equipment  
 Other Communications Equipment  
 Optical Recognition Input/Output Devices  
 Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage  
 Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Audio and Video Teleconferencing Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

**The following are offered under Special Item Number 132-8**

- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of products under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

**SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)**

- Maintenance
- Repair Service

- Repair Parts/Spare Parts

### **SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

**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.

Digital Roads, Incorporated  
5161 Ward Road, Wheat Ridge, CO 80033  
(303) 422-4500

www.digitalroads.com

Contract Number: GS-35F-0775N

Period Covered by Contract: 7/16/03 - 7/10/08

General Services Administration  
Federal Supply Service

Pricelist current through Modification #PO-004, dated 09/20/04.

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 Supply 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 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!<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> 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:

*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.

2. Contractor's Ordering Address and Payment Information:

**Digital Roads Incorporated**

**5161 Ward Road, Unit 8**

**Wheat Ridge, CO 80033**

[www.digitalroads.com](http://www.digitalroads.com)

[shelby4@digitalroads.com](mailto:shelby4@digitalroads.com)

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/will not 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 can be used by ordering activities to obtain technical and/or ordering assistance:

**Office – (303) 422-4500**

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

### 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: 043537435

Block 30: Type of Contractor - Other Small Business

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN): 84-1474119

**4a. CAGE Code: 1RM22**

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

5. FOB Destination: at government requesting facility

### 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)
132-51	Upon request of the Agency
132-8	30 Days
132-12	Upon request of the Agency

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
- b. Quantity – based on product and order size
- c. Dollar Volume – based on product and order size

- d. Government Educational Institutions are offered the same discounts as all other Government customers.

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. Export Packing is available upon request.

- 10. Small Requirements: The minimum dollar value of orders to be issued is \$200.

- 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 Equipment

Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts

Special Item Number 132-51 - Information Technology (IT) Professional Services

- 12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.  
In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

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, 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 at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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, only within the 48 contiguous states and the District of Columbia.

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, 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.

### **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.digitalroads.com](http://www.digitalroads.com)

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.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE 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.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** 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 hourly charges for such services are covered under 132-12 and 132-51:

- Installation services will be billed at approved labor rates appropriate to the specified labor category.
- Telephone technical support will be billed in 15 minute increments corresponding to the appropriate labor category.
- Travel expenses will be billed in line with the Federal Travel Regulations (FTR).
- Installation crews are Certified Technical Specialist (CTS) and Digital Roads is listed as a Silver Level Avolutions Company – trained and certified by ICIA (International Communications Industry Association).

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

The Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

a. AMX and Crestron warranty exceptions (as indicated in the price list with an \*) are as follows:

1. Details of manufacturer warranty coverage statements ship with equipment and can also be found on Digital Roads, Inc. GSA Advantage posting.
2. AMX Limited Warranty and Disclaimer

AMX Corporation warrants its products to be free of defects in material and workmanship under normal use for three (3) years ) from the date of purchase from AMX Corporation, with the following exceptions:

- Electroluminescent and LCD Control Panels are warranted for three (3) years, except for the display and touch overlay components that are warranted for a period of one (1) year.
- Disk drive mechanisms, pan/tilt heads, power supplies, and MX Series products are warranted for a period of one (1) year.
- AMX Lighting products are guaranteed to switch on and off any load that is properly connected to our lighting products, as long as the AMX Lighting products are under warranty. AMX Corporation does guarantee the control of dimmable loads that are properly connected to our lighting products. The dimming performance or quality cannot be guaranteed due to the random combinations of dimmers, lamps and ballasts or transformers.
- Unless otherwise specified, OEM and custom products are warranted for a period of one (1) year.
- AMX Software is warranted for a period of ninety (90) days.
- Batteries and incandescent lamps are not covered under the warranty.

This warranty extends only to products purchased directly from AMX Corporation or an Authorized AMX Dealer.

All products returned to AMX require a Return Material Authorization (RMA) number. The RMA number is obtained from the AMX RMA Department. The RMA number must be clearly marked on the outside of each box. The RMA is valid for a 30-day period. After the 30-day period the RMA will be cancelled. Any shipments received not consistent with the RMA, or after the RMA is cancelled, will be refused. AMX is not responsible for products returned without a valid RMA number.

### 3. CRESTRON Limited Warranty

CRESTRON ELECTRONICS, Inc. warrants its products to be free from manufacturing defects in materials and workmanship under normal use for a period of three (3) years from the date of purchase from CRESTRON, with the following exceptions: disk drives and any other moving or rotating mechanical parts, pan/tilt heads and power supplies are covered for a period of one (1) year; touch screen display and overlay components are covered for 90 days; batteries and incandescent lamps are not covered.

This warranty extends to products purchased directly from CRESTRON or an authorized CRESTRON dealer. Purchasers should inquire of the dealer regarding the nature and extent of the dealer's warranty, if any.

CRESTRON shall, at its option, repair or replace any product found defective, without charge for parts or labor. Repaired or replaced equipment and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty.

- a. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- b. **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.
- c. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 5161 Ward Road, Wheat Ridge, CO 80033

### 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).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

## 1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor are stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

5161 Ward Road, Unit #8, Wheat Ridge CO 80033

## 2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

## 3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

#### 4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### 5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### 6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 72 hours after notification.

#### 8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

##### b. REGULAR HOURS

The basic monthly rate for equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location. Hours of operation shall be 8:00 AM to 5:00.

##### c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, are specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

##### d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

The distance between the ordering activity location and the Contractor's service area will affect charges as follows:

- Service calls within a 50 mile radius of Digital Roads will not be assessed a travel charge.
- Service calls outside the designated 50 mile radius of Digital Roads will be billed at .375 per mile or the prevailing government rate.
- Travel expenses will be billed in accordance with Federal Travel Regulations (FTR).

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

- Discounts are based on the current market influences to include scope of work and associated costs so must be quoted separately upon request.

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. Within the established service area of a 50 mile radius of Digital Roads office location, no extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of .375 per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as

an additional charge but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$123.50	61.75	90.25	90.25
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$123.50	61.75	90.25	90.25
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	Same as above rates plus allowed per diem rates			

\*MINIMUM CHARGES INCLUDE \_2\_ FULL HOURS ON THE JOB.

**\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.**

10. 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 parts shall be furnished at prices indicated in the Contractor's GSA pricelist dated September 2004.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 90 days.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

<p><b>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</b></p>
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1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### 3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If

consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
  - (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
  - (ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.
- (2) **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

#### 4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### 5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### 6. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## 7. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## 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. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## 9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

## 10. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## 11. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may

either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## 12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

## 13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## 14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

## 15. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

## 16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## 17. DESCRIPTION OF IT SERVICES AND PRICING

Digital Roads, Inc. provides IT Services in the form of high level audiovisual system design, electronics setup/configuration and automated system control through custom programming. System design and development is also offered under a consulting scope of work. Labor rates per category of employee are defined in the price list. Job descriptions for each category are also provided as part of the price list.

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

### **Audiovisual Systems Contracting Labor Offering**

Digital Roads Inc. maintains all its labor rates as an offering on its Federal Supply Schedule GS-35F-0775N under SIN 132-51, effective 07/16/03. Labor can be estimated for services and design/build systems; however, billing will reflect actual hours worked. Following are the GSA hourly rates specific to each position. Each position has a corresponding job description that outlines the qualifications inherent in each position. (See Job Descriptions below)

Digital Roads is a full service systems contractor located in the Denver, Colorado area. We have a strong reputation for service excellence. Areas of expertise include system design, installation and control programming. With several full time programmers on staff that are trained in both AMX and Creston control systems we are able to consistently provide timely project completions. Ease of use and reliability are our primary objectives when building technical systems for every day use.

Key partnerships with leading manufacturers who maintain their own GSA Schedules allows us to provide you with the best value when purchasing audiovisual equipment or systems. Companies such as Sharp, Mitsubishi, V-Brick and Extron all maintain their own contracts with the government and our ability to sell from these contracts assures that you are always getting the lowest price available. Digital Roads also offers products under its own supply schedule in order to fill the product gaps between direct manufacturer offerings.

POSITION	GSA HOURLY RATE WITH IFF
Field Service / Program Manager	\$95.71
Project Manager	\$86.14
Systems Designer – Level I	\$86.14
Systems Designer – Level II	\$105.28
Audio System Designer	\$105.28
* Technician – Level I	\$43.07
* Technician – Level II	\$52.64
* Technician – Level III	\$71.78
Consultant	\$119.64
Programmer	\$105.28
* Warehouse Manager	\$43.07
* Admin Support	\$43.07
* Office Manager	\$43.07

\* 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.

Please visit our web site for more detailed information on Digital Roads Incorporated and our various service plan offerings. [www.digitalroads.com](http://www.digitalroads.com)

## Labor Category Descriptions

### Field Service / Program Manager

#### Functional Responsibility

Oversees and organizes all outside work specific to active projects or service requests. Adjusts scheduling to meet workload requirements and deadlines. Organizes and leads meeting to facilitate teamwork and promote active communication. Assesses the need for and coordinates the delivery of technician training. Whenever possible constructs work teams so as to facilitate cross training of personnel. Provides accurate and timely reports on project work status to the team and administration.

#### MINIMUM JOB QUALIFICATIONS

##### Knowledge:

Education/Training: High School diploma or equivalent required, College degree preferred. Preferred minimum of 2 years of formal technical training.

Experience: At least two years in a supervisory role, with responsibility for performance review of employees. At least 5 years field experience with related work. At least one year of customer service experience.

### Project Manager

#### Functional Responsibility

Responsible for overall communication and completion of each project. The Project Manager is responsible for communication and project scheduling with customers. Coordinates the installation with customer, company installation and technical personnel and any associated subcontractors. The Project Manager is responsible for each project from the bidding stage through final project completion.

#### MINIMUM JOB QUALIFICATIONS

##### Knowledge:

The Project Manager shall possess a two-year electronics degree from an accredited college or university.

##### Experience:

A minimum of 3 years working experience in the electronics field is required. This person must be able to manage multiple tasks simultaneously and work well with others.

### Systems Designer – Level I

#### Functional Responsibility

Responsible for getting customer feedback and approval on all touch panel designs and functional specifications. Assist the Level II system designer in the creation of detailed system design specifications and customer “As Built” documentation. Continually research product developments and share pertinent information with others. Assist in the research and preparation efforts for submittal documentation, relative to potential job opportunities.

#### MINIMUM JOB QUALIFICATIONS

##### Knowledge:

Working Knowledge of Microsoft Office, Word and Excel, AutoCAD. Must have the ability to find specific and non-specific product information utilizing the company literature room and the Internet. Understanding of the Microsoft file management applications and ability to navigate within a computer network to find and store files.

Education/Training: High School Graduate or GED preferred. Actively pursuing formal and informal training opportunities specific to job duties. Completion of ICIA Design Course

Experience: Familiarity with basic A/V system design and control. Experience with the system designing process. System installation experience to include cabling and proper connector application.

Other Qualifications:

Working knowledge of AMX or Crestron control products. Demonstrated competence in touch panel design and layout within 3 months of obtaining this position.

## **Systems Designer – Level II**

Functional Responsibility

Responsible for getting customer feedback and approval on aspects of system design and functional specifications. Responsible for the design, development and documentation for company system projects. Directs all Level I system designers in the creation of detailed system design specifications and customer “As Built” documentation. Continually research product developments and share pertinent information with others. Assist sales in the research and preparation efforts for submittal documentation, relative to potential job opportunities.

### MINIMUM JOB QUALIFICATIONS

Knowledge:

Demonstrated competence with audio visual and control system design tasks. Working Knowledge of Microsoft Office, Auto CAD, Word and Excel. Must have the ability to find specific and non-specific product information utilizing the company literature room and the Internet. Understanding of the Microsoft file management applications and ability to navigate within a computer network to find and store files.

Education/Training: Formal training and certification in AV and control system design. Actively pursuing formal and informal training opportunities specific to job duties.

Experience: Demonstrated competence in complex low voltage system design and control. A minimum of two years experience with the system designing process. A minimum of 5 years relevant system installation field experience.

Other Qualifications

Working knowledge of AMX or Crestron control products and available interface electronics. Able to design complex integrated audio visual systems utilizing industry accepted design practice.

## **Audio System Designer**

Functional Responsibility

The Level III Audio Designer is responsible for overseeing the technical audio integrity of all audio system sales, bids and/or other audio projects.

Definitions:

The technical competence of the Audio “Designer” as described herein is commonly referred to by the audio industry as an Audio “Engineer”. The US Government requires the term “Engineer” be reserved only for those who have a formal degree. Digital Roads seeks to be in compliance with the governments’ definition

### MINIMUM JOB QUALIFICATIONS

Knowledge:

Demonstrated competence with audio system design, testing and evaluation. Working knowledge of Microsoft Office, Auto CAD, Word and Excel programs.

Education/Training: High School diploma or equivalent required. Must have the ability to find specific and non-specific product information utilizing the company literature room and the Internet. Understanding of the Microsoft file management applications and ability to navigate within a computer network to find and store files.

Experience: At least 10 years of technical audio design and installation experience. At least two years in a supervisory role, with responsibility for performance review of employees. At least 15 years field experience with related work. At least 5 years of customer service experience. Prefer a minimum of ten years of complex Audio system design, set up and operational experience.

### **\*Technician – Level I**

#### Functional Responsibility

Responsible for system installation support, to include cabling and equipment wiring as instructed by identified supervisor. Maintain the warehouse area organization and documentation to include small parts inventory, equipment check out and stock inventory. Communicate with management to assure that field resources are available as required based on installation schedule.

#### MINIMUM JOB QUALIFICATIONS

##### Knowledge:

Working knowledge of Microsoft Word and Excel programs. Working knowledge of AMX or Crestron control products. Ability to solder basic A/V type connectors. Understands the basics of system troubleshooting.

Education/Training: High School Graduate or GED preferred. Actively pursuing ICIA technician training courses.

Experience: Some field and or A/V experience preferred.

### **\*Technician – Level II**

#### Functional Responsibility

Responsible for system installation support, to include: cabling, install/hanging equipment, configuration/ setup of electronic components, testing and debugging as instructed by lead technician. Maintain the warehouse area organization and documentation to include small parts inventory, equipment check out and stock inventory. Communicate with management to assure that field resources are available as required based on installation schedule. Provide direction and safety instruction for temporary cable installers as required.

#### MINIMUM JOB QUALIFICATIONS

Knowledge: Working knowledge of Microsoft Word and Excel programs. Working knowledge of AMX or Crestron control products. Ability to solder all types of A/V connectors. Understanding of advanced system troubleshooting.

Education/Training: Two year electronics degree or equivalent combination of education and related field experience. Actively pursuing appropriate ICIA training courses.

Experience: Minimum of 2 years field system installation experience to include set up and configuration of electronic components. Able to teach cabling methodology and A/V connector application.

### **\*Technician – Level III**

#### Functional Responsibility

Responsible for system installation and acceptance to include: cabling, install/hanging equipment, configuration/ setup, testing and debugging as required. Functions as lead technician directing/supervising Level II and Level I technicians as appropriate in the organization, staging, installation, testing, debugging and documentation of jobs. Maintain the warehouse area organization and documentation to include small parts inventory, equipment check out

and stock inventory. Communicate with management to assure that field resources are available as required based on installation schedule. Provide direction and safety instruction for all installers and technicians as required.

#### MINIMUM JOB QUALIFICATIONS

**Knowledge:** Working knowledge of Microsoft Office, Word and Excel programs. Working knowledge of AMX or Crestron control products. Ability to solder all A/V type connectors. Proficient in advanced system troubleshooting

**Education/Training:** Two or Four year electronics degree or equivalent combination of education and related field experience. Actively pursuing appropriate ICIA training courses and certification.

**Experience:** Minimum of 3 year field installation experience. Able to teach all aspects of cabling methodology, A/V connector application, installation and system testing and debugging techniques.

### **Consultant**

#### POSITION OVERVIEW - Functional Responsibility

The Consultant position is not a separate and distinct job position but rather a specific job function or duty. The nature and complexity of the scope of work determines the most appropriate technical staff to allocate to a particular project.

#### MINIMUM JOB QUALIFICATIONS

**Knowledge:** The consultant job function is only preformed by a Level II or Level III Designer so those minimum job qualifications apply to the consultant's position. Innovative system design necessitates team work so often several senior level Designers/Programmers will have input on a consulting project. It is always our intention to provide the best person or persons for the type of consulting requested.

It is our belief that the best consultants are those who actually build what they design. The opportunity to systemically test and evaluate independent components provides very valuable information – what works and what doesn't?

### **Programmer**

#### Functional Responsibility

The Programmer position is not a separate and distinct job position but rather a specific job function or duty. The complexity of the scope of work determines the most appropriate technical staff to allocate to a particular programming project.

#### MINIMUM JOB QUALIFICATIONS

The Programmers' primary job position will be a Level II or III designer or Level III Technician. The minimum job qualifications for the programmer's primary job designation will apply to the Programmer position.

**Education/Training:** The special training and certifications required by each of the major control electronics companies (AMX and Crestron) are industry standards for evaluating the competence of an audiovisual control system programmer. The Programmer job function is only preformed by a factory trained and certified control programmer. Some programmers are better trained by one manufacturer than another and therefore are more proficient with that product line. It is always our intention to provide the best person or persons for the type and complexity of the programming requested.

**Experience:** Minimum of one year programming experience required for autonomy with this job function.

### **\*Warehouse Manager**

### Functional Responsibility

The Warehouse manager will be responsible for all warehouse operations. The maintenance of accurate records for all transaction activity: incoming deliveries, shipped items, and the staging process for site deliveries of job materials and equipment. Maintain a rolling stock inventory for small parts necessary for common field and shop work. Assure the maintenance of accurate records pertaining to the whereabouts of Company owned tools and test equipment in the field. Organize the shop area so as to facilitate the orderly staging of job equipment. Communicate warehouse procedures to all employees as necessary to support an accurate and timely, inventory and staging process. Work closely with the Manager of Purchasing to accurately track all equipment and inventory levels.

### MINIMUM JOB QUALIFICATIONS

**Knowledge:** Familiar with and able to identify different types of wire and hardware specific to voice video and data installations.

**Education/Training:** High School Diploma or GED preferred. Able to demonstrate proper use of body mechanics for lifting and moving large objects.

**Experience:** A minimum of least 2 years working in an environment with electronic technology. Preferred warehouse management experience or experience in the organizing, storage and or delivery of goods.

## **\*Administrative Support**

### Functional Responsibility

The Purchasing Agent will support the Finance Manager with maintaining the financial integrity of the company. Responsible for assuring cost effective purchasing of all goods and services for the company. Assist the Finance Manager in documenting the purchasing process. Position is responsible for providing accurate record keeping for all purchases - sufficient to facilitate the Accounts Payable functions of the company. Assist as necessary with the preparation for Bids.

### MINIMUM JOB QUALIFICATIONS

**Knowledge:** Familiar with Quick Books Accounting Software. Familiar with and able to identify different types of equipment, cable and hardware specific to voice, video and data installations.

**Education/Training:** High School Diploma or GED. A minimum of two years of College level. Education in a financially related field.

**Experience:** A minimum of 1 year experience in accounting and electronic technology. Demonstrated a successful work history in a busy, multitasking environment.

## **\*Office Manager**

### Functional Responsibility

The Office Manager will support the CEO & President with a wide variety of projects. Assist the CEO in Purchasing, Accounts Payables and, when necessary, the preparation for Bids. Assist Sales with a marketing packet, mailings, etc. Responsible for Warehouse operations, including receiving and properly marking materials for staging of jobs, and accurately tracking all equipment and inventory levels. Oversee Reception Area, including answering phones. Assure adequate organization of files, catalogues, cut-sheets and magazines for the company, and performs several clerical tasks including inventory and ordering of office supplies.

### MINIMUM JOB QUALIFICATIONS

**Knowledge:** Familiar with Quick Books Accounting Software, Familiar with and able to identify different types of equipment, cable and hardware specific to voice, video and data installations.

**Education/Training:** High School Diploma or GED. Competent in and able to training others on proper body mechanics for lifting and moving large objects.

Experience: A minimum of 1 years experience in accounting, electronic technology, shipping and receiving, and warehouse operations required. Demonstrated a successful work history in a busy, multitasking environment.

\* 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.

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

PREAMBLE

(Name of Company) 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 **(Mary Hood, CEO, phone 303-422-4500 fax 303-422-4500, maryhood@digitalroads.com)**

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.



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 or 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 customers 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.