



Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item Number	Title	FSC Class Code
SIN 132-8	Purchase of Equipment	5805
SIN 132-53	Wireless Services	D304

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Number: **GS-35F-0467M**

Contract period: **September 1, 2012 – August 31, 2017**

Cellhire USA LLC

3520 West Miller Rd, Suite 100
Garland, TX 75041

(214) 355-5258 FAX: (214) 355-45267
www.cellhire.com/gov

Business size: **Small**

Table of Contents

Customer Information..... 3

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SIN 132-8)..... 6

1. Material and Workmanship..... 6

2. Order 6

3. Transportation of Equipment..... 6

4. Installation and Technical Services..... 6

5. Inspection / Acceptance..... 6

6. Warranty..... 7

7. Purchase Price for Ordered Equipment..... 7

8. Responsibilities of Contractor 7

9. Trade-in Information Technology Equipment..... 7

TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (132-53)..... 8

1. Acceptance Testing..... 8

2. Equipment..... 8

3. Warranty..... 8

4. Management and Operations Pricing..... 8

5. Training..... 8

6. Monthly Reports..... 8

USA Commitment To Promote Small Business Participation Procurement Programs..... 10

Best Value Blanket Purchase Agreement..... 11

Blanket Purchase Agreement..... 12

Basic Guidelines For Using “Contractor Team Arrangements” 13

Customer Information

1a. Table of Awarded Special Item Number(s):

SIN	Description	Reference
132-8	Purchase of Equipment	1b. below
132-53	Wireless Services	1b. below

1b. Lowest Price Model:

SIN 132-8 – Item: 618573RD01, Iridium Lens \$2.47

SIN 132-53 –Item: ARGE-WR, Argentina Movistar Monthly Activation \$8.55

1c. N/A

2. Maximum order. **\$500,000**
3. Minimum order. **\$19.00**
4. Geographic coverage (delivery area). **The Geographic Scope of Contract includes both domestic and overseas delivery.**
5. Point(s) of production: **Garland, Dallas County, Texas.**
6. Prices shown are NET; Basic Discounts have been applied.
7. Quantity discounts. **None**
8. Prompt payment terms. **None**
9. Government purchase cards **will be** acceptable for payment below and above the micro-purchase threshold.
10. Foreign items (list items by country of origin). N/A
11. a) Unless otherwise requested, deliveries will be shipped via UPS or Federal Express ground service for delivery three to five business days from date of shipment, there are no delivery time guarantees for this service. Overnight and two-day services are available at additional cost and are subject to the carrier's published delivery time guarantee. In cities where same-day deliveries are available, Cellhire may use an in-house messenger or courier service.

b) Expedited Delivery. Agencies are encouraged, if time permits, to contact **Cellhire** for the purpose of obtaining expedited delivery. Additional charges may apply for urgent & accelerated delivery.

c) Priority overnight delivery is available for an additional charge. Please contact Cellhire.

d) When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact **Cellhire** for the purpose of obtaining accelerated delivery. Additional charges may apply for urgent & accelerated delivery.

12. F.O.B. Destination is available in the 48 contiguous states and the District of Columbia for standard shipping.

13. Ordering address:

**Cellhire USA LLC
3520 West Miller Road, Suite 100
Garland, TX 75041**

14. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

15. Payment address:

**Cellhire USA LLC
3520 W. Miller Road
Garland, TX 75041**

16. Warranty provision. **See paragraph 6 on page 6 and paragraph 3 on page 8 of this document.**

17. Export packing charges, if applicable. N/A

18. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). N/A

19. Terms and conditions of rental, maintenance, and repair (if applicable). N/A

20. Terms and conditions of installation (if applicable). N/A

21. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A

22. Terms and conditions for any other services (if applicable). N/A

23. List of service and distribution points (if applicable). **Garland TX**

24. List of participating dealers (if applicable). N/A

25. Preventive maintenance (if applicable). N/A

26. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A

27. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at:
www.Section508.gov/.
28. Data Universal Number System (DUNS) number. **08-545-3582**
29. Notification regarding registration in the System for Award Management (SAM) database:
Registered

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SIN 132-8)

1. Material and Workmanship

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

2. Order

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

3. Transportation of Equipment

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

4. Installation and Technical Services

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. Additional technical support is available, free of charge, at the Cellhire Technical Support Hot Line which is available 24 hours a day, 7 days a week. The Telephone number is **214-355-5200x3**.

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 receive 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 requirement 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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Warranty is Manufacturer standard of one year.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Cellhire USA LLC, 3520 West Miller Road, Suite 100 Garland, TX 75041 Tel: **800.770.0059**; fax: **1.214.355.5222**.

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 WIRELESS SERVICES (SIN 132-53)

1. Acceptance Testing

The Customer will accept the Equipment when delivered on or before the Delivery Time and if for any reason the Customer fails to accept the Equipment when delivered on or before such date the Customer shall nevertheless be liable for the stated Rental Charge in full.

2. Equipment

Cellhire shall make available wireless telephone devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

3. Warranty

a. The warranty shall commence when the equipment is delivered. Cellhire, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If Cellhire renders warranty service by replacement, the user shall return the defective item(s) to Cellhire as soon as possible but not later than ten (10) working days after notification.

b. Cellhire warrants that the Equipment will be in working order when it is delivered to the Customer but cannot be responsible for the performance of the Equipment or the operation of the telephone network to which it is connected, it being acknowledged by the Customer that Services may be temporarily interrupted (including dropped calls), delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

c. CELLHIRE MAKES NO OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION, THE MERCHANTABILITY, ACCURACY, RELIABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR THE CELLULAR PHONE SERVICES FURNISHED UNDER THIS AGREEMENT. The Customer shall be solely responsible for and shall indemnify and hold harmless Cellhire against all claims, demands and liability arising as a result of lease, possession use, condition, operation or misuse of the Equipment or the cellular phone services provided hereunder. CELLHIRE WILL IN NO EVENT BE RESPONSIBLE NOR SHALL THE CUSTOMER MAKE ANY CLAIM AGAINST CELLHIRE FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY OR AT ALL OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE) OR FAILURE OF THE SERVICES.

d. Cellhire reserves the right to deactivate the Equipment at any time and without notice to the Customer, in the event that Cellhire detects unusually high usage or possible fraud in accordance with general operating practices and procedures in the cellular industry, and Cellhire shall have no liability whatsoever to the Customer for such deactivation.

4. Management and Operations Pricing

Cellhire shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. Training

Upon delivery to the Customer Cellhire will provide an instructional leaflet on the use of the Equipment. Additional operating instructions for the latest wireless phone in the Cellhire fleet can be found on the Cellhire website at <http://www.cellhire.com>.

6. Monthly Reports

In accordance with commercial practices, Cellhire may furnish the Agency/User with a monthly summary activity report.

7. Wireless Service Plan

Cellhire® is a world leader in mobile communications providing clients and partners with international and competitive wireless solutions for more than 20 years. Through the strength of global relationships and commitment to innovation, Cellhire makes it possible for clients to take advantage of the most advanced voice and data technology enabling them to stay connected whenever and wherever they travel.

Cellhire offers a broad range of world-class rental services including international cell phones, BlackBerry devices, 3G data cards, and a host of satellite options. Strategic partnerships with global networks such as O2, Vodafone, and T-Mobile allow Cellhire to provide their customers with the best solutions on the highest quality networks in over 180 countries worldwide.

Cellhire is represented around the world with offices in Dallas, New York, Chicago, Washington DC, Seattle, London, York, Paris, Tokyo, Beijing and Munich.

The details of each of our wireless service plans and their charges are described in the GSA product descriptions and prices found on GSA Advantage!

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

Preamble

(Cellhire USA LLC) provides commercial services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities, please contact Cellhire USA LLC.

Best Value Blanket Purchase AGREEMENT FEDERAL Supply Schedule
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and (Cellhire USA LLC) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

_____.

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

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures

AGENCY

DATE

Cellhire USA LLC

DATE

BPA NUMBER _____

(Cellhire USA LLC)

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 Agency):

(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 SCHEDULE/DATES

____ _____
____ _____

(3) The Government 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.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

The customer identifies their requirements.

Federal Supply Schedule Contractors may individually meet the customer's needs, or -

Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.

Customers make a best value selection.