

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

Special Item No. 132-8 Purchase of Equipment
Special Item No. 132-53 Wireless 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 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Satellite Communications Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Paging Services
Cellular/PCS Voice Services

ORBIT ONE COMMUNICATIONS, INC.
105 COMMERCIAL DRIVE BOZEMAN, MT 59715
406.556.8732
www.orbit-one.com

Contract Number: **GS-35F-0622S**

Period Covered by Contract: **September 8, 2006 – September 7, 2011**

General Services Administration
Federal Supply Service

Pricelist current through Modification # _____, dated _____.

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/>

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
INFORMATION FOR ORDERING OFFICES	3
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT – SIN 132-8	10
TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES – SIN 132-53	12
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS	14
BLANKET PURCHASE AGREEMENT	15
BASIC GUIDELINES FOR USING CONTRACTOR TEAM ARRANGEMENTS	18
GSA FINAL PRICING – SIN 132-8	19
GSA FINAL PRICING – SIN 132-53	22
COVERAGE MAP	24
CONTRACTOR WARRANTY	26
ACCEPTANCE TEST PLANS & PROCEDURES	28

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!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (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.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

Please see a copy of the Service Area Coverage Map on Page 23.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering: Orbit One Communications, Inc.
Sales
105Commercial Drive
Bozeman, MT 59715

Payment: Orbit One Communications, Inc.
Accounts Receivable
Attention: Summer Wier
105Commercial Drive
Bozeman, MT 59715

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

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Ordering Assistance: 406.556.8732

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: **931249606**

Block 30: Type of Contractor - **B. Other Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **81-0534935**

4a. CAGE Code: **3DY36**

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-8

To be determined between Orbit One Communications, Inc. and the ordering agency.

132-53

To be determined between Orbit One Communications, Inc. and the ordering 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: **None.**

b. Quantity Discounts: **Vehicle Kits and Portable Docking Kits: 2% for orders over \$5000.00. Portable Communications Hub: 2% for orders over \$5000.00**

c. Dollar Volume: **None.**

- d. Government Educational Institutions: **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other: **None.**

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.

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 132-53 – Wireless Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (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.gsaadvantage.gov>.

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

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:

Please contact Orbit One Communications, Inc. directly for information regarding Section 508 Compliance: 406.556.8732

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY 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

All equipment is self-installable.

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

No Installation/Deinstallation/Reinstallation services are provided.

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

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

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

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

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

Please see a copy of the Contractor Warranty on Page 25. Orbit One Communications, Inc. utilizes the same warranty as GLOBALSTAR.

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: N/A

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
(SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE TESTING

Please see a copy of the Contractor Acceptance Test Plans & Procedures on Page 29.

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Please see a copy of the Contractor Warranty on Page 25.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, 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 the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror 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

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

N/A

6. MONTHLY REPORTS

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

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

Please see Page 22 for service plan pricing and details. Service Area details can be found on Page 23.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

None.

(c) Describe corporate volume discounts and eligibility requirements.

None.

**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:

Mr. David Ronsen
President – CEO
Orbit One Communications, Inc.
dronsen@orbit-one.com

406.556.8732 (phone)
406.556.8733 (fax)

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

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and **Orbit One Communications, Inc.** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

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

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

Signatures

Ordering Activity

Date

Orbit One Communications, Inc.

Date

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.

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

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the 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.

**GSA FINAL PRICING
SIN 132-8 PURCHASE OF EQUIPMENT**

SIN 132-8 Purchase of Equipment

Manufacturer	SIN	ITEM #	DESCRIPTION	FINAL GSA RATE
Portable Docking Kits				
Orbit One Communications	132-8	RDK-1411	Orbit One Rugged Docking Kit	\$ 1,192.90
Portable Communication Hub				
Orbit One Communications	132-8	SBU 601	Orbit One Satellite Base Unit - Portable (6) Line Comm. Kit	\$ 11,334.38
Data-Only Tracking Products - OrbiTRAX Asset Tracking Hardware				
Orbit One Communications	132-8	002-200-0001	OrbiTRAX Simplex Satellite Data Transmitter Tracking Device, activation included	\$ 528.93
Data-Only Tracking Products - OrbiTRAX Accessories				
Orbit One Communications	132-8	002-200-0105	2 pieces Adhesive Strip VHB tape per OrbiTRAX unit installation	\$ 4.02
Orbit One Communications	132-8	002-300-0002	Battery Pack replacement	\$ 85.34
Orbit One Communications	132-8	002-200-0008	USB-PC Serial Programming Cable Kit	\$ 200.79
Orbit One Communications	132-8	002-200-0007	Palm Pilot (Palm Zire 31) Field Programming Tool with Infrared Interface to Palm Pilot	\$ 451.79
Orbit One Communications	132-8	002-200-0004	Smart Commissioning Cable	\$ 200.79
Orbit One Communications	132-8	002-200-0003	Field Commissioning Cable	\$ 100.40

SIN 132-8 Purchase of Equipment – Globalstar

Manufacturer	SIN	ITEM #	DESCRIPTION	FINAL GSA RATE
Hand-Held Globalstar Phones				
Globalstar	132-8	GSP-1600	Globalstar Handheld Phone - Made by Qualcomm	\$ 579.31
Globalstar	132-8	SAT - 550	Globalstar Handheld Phone - Made by Telet	\$ 405.52
Fixed Mount Globalstar Phones				
Globalstar	132-8	FAU-200	Globalstar FAU-200 Voice Only North American Only Fixed Phone	\$ 578.15
Globalstar	132-8	GSP-2900	Complete Fixed Phone with Battery, Phone (includes: Supply AC cord, with Cable)	\$ 2,311.46
Globalstar	132-8	GSP-2900-ST20	Fixed Remote Stick Antenna w/20 ft. cable (14 day lead time)	\$ 2,427.32
Globalstar	132-8	GSP-2900-ST30	Fixed Remote Stick Antenna w/30 ft. cable (14 day lead time)	\$ 2,443.54
Globalstar	132-8	GSP-2900-ST55	Fixed Remote Stick Antenna w/55 ft. cable (14 day lead time)	\$ 2,524.64
Globalstar	132-8	GSP-2900-LP20	Fixed Remote Low Profile Antenna w/20 ft.cable (14 day lead time)	\$ 2,751.73
Globalstar	132-8	GSP-2900-LP30	Fixed Remote Low Profile Antenna w/30 ft.cable (14 day lead time)	\$ 2,774.91
Globalstar	132-8	GSP-2900-LP55	Fixed Remote Low Profile Antenna w/55 ft.cable (14 day lead time)	\$ 2,849.06
Globalstar	132-8	GSP-2900-MST20	Fixed Remote Mini-Stick Antenna w/20 ft.cable (14 day lead time)	\$ 2,577.94
Globalstar	132-8	GSP-2900-MST30	Fixed Remote Mini-Stick Antenna w/30 ft.cable (14 day lead time)	\$ 2,606.91

SIN 132-8 Purchase of Equipment – Globalstar – (continued)

Manufacturer	SIN	ITEM #	DESCRIPTION	FINAL GSA RATE
Vehicle Kit products				
Globalstar	132-8	GCK-1410	Hands Free Vehicle Kit (optional Privacy Set recommended)	\$ 753.11
Globalstar	132-8	GCK-1410-M30	GCK-1410 w/30' cable and modified cradle (14 day lead time)	\$ 880.56
Globalstar	132-8	GCK-1410-M45	GCK-1410 w/45' cable and modified cradle (14 day lead time)	\$ 915.31
Globalstar	132-8	GCK-1410-M80	GCK-1410 w/80' cable and modified cradle (14 day lead time)	\$ 973.25
Globalstar	132-8	GCK-0008	Privacy Hand Set (option for Vehicle Kit)	\$ 45.19
Portable Docking Kits				
Globalstar	132-8	GPDK-1410	Spirit Wireless Portable Docking Kit	\$ 1,099.54
Charging Solutions				
Globalstar	132-8	GSP-1210	Universal Travel Charger	\$ 91.53
Globalstar	132-8	GSP-1220	North American Wall Charger	\$ 33.60
Globalstar	132-8	GPB-1650	Hi Capacity Polymer Lithium-Ion Battery	\$ 92.69
Globalstar	132-8	CLA-1600	Auto Cigarette Lighter Adapter (US)	\$ 28.97
Globalstar	132-8	FAU-200-UPS	FAU-200 Uninterrupted Power Supply	\$ 81.10
Data Products for Globalstar Phones				
Globalstar	132-8	GDC-KIT	Data Cable Kit for GSP-1600 Handheld Phone	\$ 56.77
Globalstar	132-8	GDC-2100FUT	Data Cable Kit for GSP-2900 Fixed Phone	\$ 103.12
Cases				
Globalstar	132-8	965GS-1600	Regular Leather Case	\$ 17.38
Globalstar	132-8	965GSWH-1600	Heavy Duty Leather Case	\$ 25.49
Globalstar	132-8	PC1200B	Pelican Case-Black	\$ 27.81
Globalstar	132-8	PC1200Y	Pelican Case-Yellow	\$ 27.81
Globalstar	132-8	PC1200O	Pelican Case-Orange	\$ 27.81

**GSA FINAL PRICING
SIN 132-53 WIRELESS SERVICES**

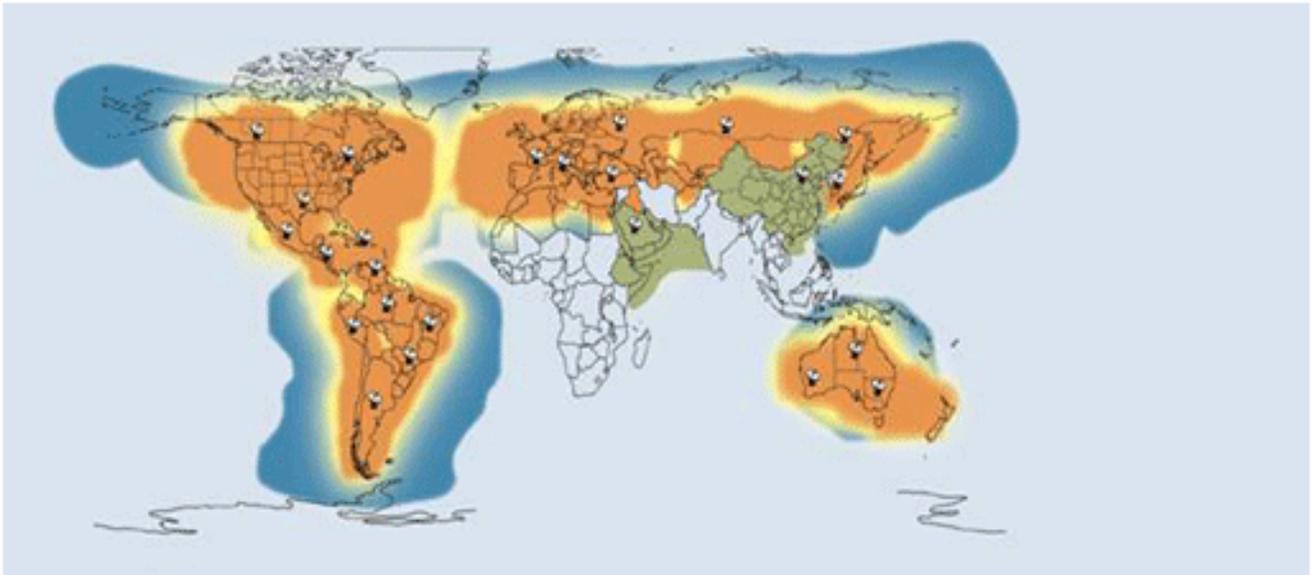
SIN 132-53 – Wireless Services

Manufacturer	SIN	ITEM #	DESCRIPTION	FINAL GSA RATE
Data-Only Tracking Products - OrbiTRAX Messaging Plans, Monthly Fees				
Orbit One Communications	132-53	006-101-1001	Monthly fee per OrbiTRAX unit, annual prepaid, includes data mapping and display and/or data forwarding	\$ 5.01
Data-Only Tracking Products - OrbiTRAX Messaging Plans, Per Message Fee				
Orbit One Communications	132-53	006-102-1001	Per message price, per transmission from OrbiTRAX unit	\$ 0.1504

SIN 132-53 – Wireless Services - Globalstar

Manufacturer	SIN	ITEM #	DESCRIPTION	FINAL GSA RATE
Airtime Plans Offered				
Globalstar	132-53	FR 50	50 minutes of domestic calling per month	\$ 43.45
Globalstar	132-53	FR 150	150 minutes of domestic calling per month	\$ 52.72
Globalstar	132-53	FR 500	500 minutes of domestic calling per month	\$ 97.32
Globalstar	132-53	FR 1400	1400 minutes of domestic calling per month	\$ 223.04
Globalstar	132-53	FR 4000	4000 minutes of domestic calling per month	\$ 446.07
Globalstar	132-53	LIB 600	600 minutes of domestic calling per YEAR	\$ 521.38
Globalstar	132-53	LIB 1800	1800 minutes of domestic calling per YEAR	\$ 632.61
Globalstar	132-53	LIB 6000	6000 minutes of domestic calling per YEAR	\$ 1,167.89
Globalstar	132-53	LIB 16800	16800 minutes of domestic calling per YEAR	\$ 2,676.42
Globalstar	132-53	LIB 48000	48000 minutes of domestic calling per YEAR	\$ 5,352.85

COVERAGE MAP



-  **Globalstar Gateway**
-  **Primary Globalstar Service Area**
-  **Extended Globalstar Service Area**
(Customers may have single satellite coverage and experience a weaker signal)
-  **Fringe Globalstar Service Area**
(Customers may experience weak or sporadic signals)
-  **Globalstar Service Area currently unavailable to North American roamers**

Coverage may vary

CONTRACTOR WARRANTY



GLOBALSTAR USA LIMITED WARRANTY FOR THE UNITED STATES

Globalstar USA, LLC. ("GUSA") offers you a limited warranty valid only in the USA that the enclosed product (the "Product") will be free from defects in material and workmanship under normal use and service for a time specified below from the date of sale of the Product to you, provided that you are the original end-user purchaser of the Product and provided that your purchase was made from a GUSA authorized supplier. Transfer or resale of a product will automatically terminate warranty coverage with respect to that Product. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product. The warranty time period for the Product is as follows:

- Portable Phone: one (1) year
- Fixed Phone: one (1) year after installation*
- Batteries: 6 months
- Car Kits: ninety (90) days after installation*
- Accessories: ninety (90) days
- Carrying cases: Defect free at time of shipment

*Installation will be deemed to be no later than thirty (30) days from the date of the sale of the Product to you.

GUSA shall, at its sole absolute discretion, either repair or replace a Product with a new or a rebuilt unit (which unit may include new and/or reconditions parts or boards of similar quality and functionality) if found by GUSA to be defective in material or workmanship, or if GUSA determines that it is unable to repair or replace such Product, provided that the subject Product (i) is returned to a GUSA authorized service center within the warranty period, and (ii) is accompanied by a proof of purchase in the form of a bill of sale or receipted invoice which evidences that the subject Product is within the warranty period (Proof of Purchase). After the warranty period, you must pay all shipping, parts and labor charges. All replaced or refunded Products or parts will become the property of GUSA.

This limited warranty does not cover and is void with respect to the following: (i) a product which has been improperly installed, repaired, maintained or modified; (ii) a Product which has been subject to misuse (including a Product used in conjunction with hardware electrically or mechanically incompatible or used with accessories not supplied or approved by GUSA), abuse, accident, physical damage, abnormal operation or operation contrary to furnished instructions or warnings, improper handling, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature; (iii) Products operated outside published maximum ratings; (iv) cosmetic damage; (v) damage to antennas unless caused directly to defects in materials or workmanship; (vi) coil cords and control cables that are stretched, pinched, or have the modular tab broken; (vii) Products on which warranty stickers or Product serial numbers have been removed, altered or rendered illegible; (viii) customer instruction; (ix) cost of installation, removal or reinstallation; (x) signal reception problems (unless caused by defects in materials or workmanship); (xi) damage as a result of fire, flood, or other acts of God or other acts which are not the fault of GUSA and which the Product is not specified to tolerate, including but not limited to damage caused by mishandling, shipping or blown fuses; (xii) consumables (such as fuses); or (xiii) any Products which have been opened, repaired, modified or altered by anyone other than GUSA or a GUSA authorized service center.

USE WITH ACCESSORIES NOT SUPPLIED BY GUSA OR OTHERWISE NOT EXPRESSLY AUTHORIZED BY GUSA MAY BE DANGEROUS AND MAY VOID THE PRODUCT WARRANTY.

GUSA SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, EXTRA AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT).

REPAIR, REPLACEMENT OR REFUND, AS PROVIDED UNDER THE WARRANTY IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THESE PRODUCTS IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUSA MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AGAINST INFRINGEMENT.

Some States do not allow the exclusion of limitation of incidental or consequential damages or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.

This limited warranty gives you specific rights, and you may also have other rights that vary from State to State.

To obtain warranty service, please call the following telephone number toll free anywhere in the continental United States: 1-877-GLBLSTAR (1-877-452-5782)

ACCEPTANCE TEST PLAN & PROCEDURES

Acceptance Testing

Once the government has activated a line of service, they have six (6) days to conduct testing in order to ensure that the equipment and services are satisfactory. After six (6) days of active service, the service and equipment are deemed accepted.