



Regular  
7/22/08  
#10224

**Evangelina Garcia**

---

**From:** Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Monday, July 14, 2008 4:52 PM  
**To:** 'Chandra Birdwell'  
**Subject:** RE: Revised order form

Thank you so much Chandra.

---

**From:** Chandra Birdwell [mailto:chandra.birdwell@gitsat.com]  
**Sent:** Monday, July 14, 2008 4:45 PM  
**To:** evangelina.garcia@co.hidalgo.tx.us  
**Cc:** 'Mike Lawson'  
**Subject:** Revised order form

Hello Vangie,

Per our conversation, I am sending the revised order form. Please note that all three items are under the GSA contract. The only price difference is the fixed mast antenna.

I have also updated order form with a GSA section highlighted in yellow. Please answer 'Yes' in this section.

If you have any other questions, please do not hesitate to contact me.

Thank you,

Chandra Birdwell  
Business Operations Manager  
GIT Satellite  
+1-512-918-9502  
+1-512-233-5332 fax  
www.gitsat.com

This agreement is subject to the following terms and conditions

1. DEFINITIONS. As used throughout this document, the following terms have the meaning set forth herein: Global Information Technologies shall mean "GIT" as Seller, and GIT shall mean Global Information Technologies, as Reseller of wireless service ("Service"). "Customer" shall mean the person or company purchasing GIT Product(s) using this order form, which will become a contract [the "Agreement"] when GIT accepts Customer's offer by activating Service. "Product(s)" or "Equipment" collectively shall mean wireless products including, but not limited to, phones, pagers, satellite transceivers and accessories.

2. ACCEPTANCE; NO SALES TO MINORS; REALE OF SERVICE PROHIBITED. a) GIT will not accept any offer from a person under legal age. b) Service is available for Customer's own use; resale of Service purchased hereunder is prohibited. c) The parties agree that Customer's order is an offer to purchase Service or Product(s) identified on page 1 hereof, at the price(s) listed in the current GIT Products portfolio and subject to the terms and conditions stated herein, which shall become a binding contract when accepted by GIT. Customer agrees that these terms and conditions may not be altered, supplemented, or amended by the use of any other document(s), and any such attempt will be null and void. GIT will indicate acceptance of Customer's order by shipping the selected Product(s). Customer's purchase order may indicate a PO number for billing reference selected rate plan and selected additional features. The banking negotiation or other use of any payment shall not constitute an acceptance by GIT. d) GIT makes no representations, certifications, or warranties whatsoever with respect to the ability of its Service, Product(s) or prices to satisfy any statutes or regulations. e) No GIT Service value-added benefits apply if Product is purchased without associated GIT line of Service.

3. USE OF SERVICE & PRIVACY. Service shall not be used for any purpose that violates the law, or in any ABUSIVE or fraudulent manner. Complete privacy of conversations while using Service is not guaranteed. Except as required by demand of lawful authority, or as authorized in writing by the Customer on record, GIT will not release any Customer confidential information, including call detail, to anyone other than such Customer. Due to privacy laws, call detail records may be sent to Customer via overnight courier or mailed only, and may not be faxed.

4. UNDERTAKING OF GIT. GIT, as a reseller of the Service of an underlying carrier, undertakes to provide Customer with the use of the telephone access number on the terms and conditions set forth herein and any applicable GIT tariff filed with a State Public Utility Commission (PUC) and other regulatory authorities. The underlying carrier solely and exclusively provides Service. Provision of Service may be affected by the terms and conditions set forth in GIT's agreement with the underlying carrier ("Carrier Agreement"), the tariff of the underlying carrier, and the laws, rules and regulations of the Federal Communications Commission ("FCC"), PUC's and other regulatory authorities having jurisdiction. Such Carrier Agreement, tariffs, laws, rules and regulations may supersede the terms of this Agreement or preclude performance by GIT of these terms.

5. TELEPHONE ACCESS NUMBERS. Customer has no property rights in the telephone access number, which may be reassigned or changed by GIT as reasonably necessary in the conduct of its business. Only one phone may be operated in conjunction with Customer's access number.

6. AVAILABILITY OF SERVICE. Service is available to subscriber units equipped for Service when within the range of satellites. Such Service is subject to limitations and interruptions as set forth in the Carrier Agreement and carrier tariff if any, including, but not limited to, relocation of equipment by the underlying carrier and capacity or transmission limitations caused by atmospheric and like conditions.

7. PAYMENT OF CHARGES. SERVICE. a) Customer is responsible for payment of all charges for Service rendered, including but not limited to, calls originated from or received by Customer's access number, activation, access, airtime, message units, tolls, landline, interconnects, optional features, early termination fees, and applicable taxes and surcharges of any kind due to any governmental agency having jurisdiction, foreign or domestic (including Foreign, Federal, State, County, or Municipal). b) Access and fixed monthly charges will be billed in advance. Usage sensitive charges will be billed in arrears. c) Payment is due 14 days after invoice date. Late payment may result in temporary or permanent disconnection of Service and a late payment charge equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. d) In the event the phone or pager is lost or stolen, Customer is liable for all usage and or messages unit charges originating from and received by Customer's access number until such time as the loss or theft is reported to GIT and Service is terminated. Customer is responsible to provide GIT with a police report in the event of theft. Monthly charges continue until Service is terminated. e) When payment for Service is made by check, draft or similar negotiable instrument, a charge of \$20.00 will be made for each item returned unpaid for any reason. f) Monthly recurring charges for partial months will be prorated based on the actual number of days Service is provided (with every month being considered to have 30 days for this purpose). g) A schedule of charges is available from GIT at 888-GIT-8815. Charges, as referenced in Section 4, are subject to change by GIT effective upon 30 days written notice to Customer. Customer may request, by telephone or in writing, changes in rate plan or features under the Agreement. Conversion to or between contract rate plans requires a signed Addendum modifying the Agreement. h) A pro rata credit adjustment of the fixed monthly charges will be made, at Customer's request, for any continuous Service interruption in excess of 24 hours. EQUIPMENT. i) Customer may make payment in full by wire transfer at time of order, or provide a valid credit card number on American Express, MasterCard, or Visa. Customer's credit card will be billed when Product(s) ship. Payment will be deemed made when received by GIT. j) Payment of all applicable local, city, or state taxes are the Customer's responsibility and such taxes will be included on the invoice for Customer's order. k) GIT retains a security interest in the Product(s) until Customer makes payment in full and Product is shipped.

8. EQUIPMENT. a) GIT and any supplier of Service are not responsible under this Agreement for the installation, operation, quality of transmission, or maintenance of Customer's equipment. b) Customer must provide and maintain the equipment, ensure that it is technically and operationally compatible, shall not interfere with the Service of others, and be in compliance with applicable FCC, State or any other governmental authority laws, rules and regulations.

9. PACKAGING; SHIPPING. GIT will pack and ship all Product(s) in accordance with good commercial practices. Customer shall pay shipping and handling charges at the amount invoiced.

10. TITLE; DELIVERY; RISK OF LOSS. a) Title to Product(s) and risk of loss passes to Customer upon delivery. b) Delivery dates are best estimates only. GIT reserves the right to make partial shipments. c) Claims for lost or damaged shipment shall be deemed waived unless presented to GIT in writing within thirty (30) days of shipment/delivery.

11. FINANCIAL INFORMATION, DEPOSITS, PERSONAL GUARANTY & DEFAULT. a) Customer understands and agrees that any and all of the information requested on the front of this Agreement may be used to establish Customer's account for Service, and Customer shall furnish GIT such accurate financial information as GIT may reasonably request from time to time for the purpose of assessing Customer's continuing creditworthiness. Customer authorizes any consumer-reporting agency to compile and furnish GIT with credit information requested by GIT. In the event GIT does not deem any Company credit information sufficient to establish service with GIT, the credit information of individual will be reviewed. If in such an event, GIT provides Service based on individual's credit information, GIT will notify both parties. Individual will be responsible for payment regardless of the address to which bills are sent. b) GIT may require Customer to make a suitable deposit as security for payment. The amount and form of deposit and any adjustments hereto, will be determined by GIT, and may include: cash payment; letter of credit; guaranty agreement by an entity, person or persons other than Customer and acceptable to GIT; or other such instrument or security as deemed necessary. Payment of a deposit does not relieve Customer from its obligation for prompt payment of bills on presentation and does not constitute waiver or modification of GIT's right to discontinue service for nonpayment. Upon termination of Service, any cash deposit, will be credited to Customer's final bill and any credit balance refunded. c) Customer authorizes GIT to charge all applicable Service charges, as listed in Section 4 above, to Customer's credit card account indicated on the front of this Agreement, including any and all unpaid sums accrued to the date of termination in the event of Customer default for non-payment. In the event the credit card company for any reason does not accept the charge, the Customer remains fully responsible for the payment of all amounts owed.

12. A DISCONNECTION FOR CAUSE. If payment by Customer of any sum due to GIT is not made on time, or if Customer is in any way in violation of or in default under this Agreement, the Carrier Agreement, applicable tariff filed with a PUC or any governing laws, rules and regulations of any governmental authorities, GIT, per Section 13 or in the case of suspected fraud, and without incurring any liability to Customer, has the right to immediately request the

carrier to either temporarily disconnect or terminate any or all service to Customer and terminate this Agreement, as well as Service provided under any other agreement between Customer and GIT. In certain circumstances including, but not limited to suspected fraud, GIT and Carrier may suspend or terminate any Service without notice to Customer. GIT also has the right to exercise any other remedy existing at law or in equity. Customer will be charged for any Service reactivation.

13. TERMINATION BY CUSTOMER OR GIT. SERVICE a) Customer may at any time with or without cause terminate this Agreement and Service by written notice to GIT. b) GIT may, without incurring any liability to Customer, terminate this Agreement and Service if the underlying carrier terminates Service to GIT. c) GIT, in addition to its rights under Sections 11 and 12 may at anytime, with or without cause, by written notice to Customer, without incurring any liability to Customer, terminate this Agreement and Service. Service disconnection for non-payment will not occur for at least twenty (20) days after notice to Customer. d) Termination by Customer or GIT will not relieve Customer's responsibility for payment of all outstanding charges. In the event of termination of the Agreement, subject to any governmental regulation, GIT may request that the underlying carrier not release Customer's equipment identification number until all outstanding charges have been paid. EQUIPMENT e) Any Product order may be terminated in writing if received by GIT prior to shipment. b) Damaged Product(s) must be returned pursuant to the Limited Warranty Instructions.

14. MINIMUM COMMITMENTS AND TERMINATION FEES. The Initial Required Minimum Commitment Period ("IRMP") for month-to-month rate plans is rate plan specific and the GIT termination fee applies to any early termination during the IRMP. b) The IRMP and early termination fees for Contract Rate Plans are designated by each Contract Rate Plan available and in effect upon the IRMP. No termination fees apply upon Customer conversion to a new GIT Contract Rate Plan, however. A new IRMP begins and termination charges applicable to the new Contract Rate Plan will apply if cancelled within the new IRMP. c) Upon completion of the IRMP, Customer shall continue on the same rate plan on a month-to-month basis until termination of Service or rate plan change.

15. LIMITATION OF LIABILITY. Because GIT has no control over the Service furnished, Customer expressly understands and agrees that the liability and obligations of GIT to Customer under this Agreement for Service are strictly controlled and limited by the Carrier Agreement and by the underlying carrier's tariff. If any, and the laws, rules and regulations of the FCC and other governmental authorities which may from time to time have jurisdiction. IN ANY EVENT REGARDLESS OF THE FORM OF ACTION WHETHER FOR BREACH OF CONTRACT, WARRANTY, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER SHALL BE LIMITED TO A CREDIT ALLOWANCE FROM GIT IN AN AMOUNT EQUIVALENT TO A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES FOR SERVICE PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE PERIOD DURING WHICH SUCH DAMAGES OCCUR. IN THE EVENT OF LATE DELIVERY, NON-DELIVERY, OR DAMAGE OF PRODUCT(S), STRICT LIABILITY, IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCT(S) SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. CUSTOMER'S SOLE REMEDY IS TO REQUEST GIT, AT GIT'S OPTION, TO EITHER REFUND THE PURCHASE PRICE, OR REPAIR OR REPLACE ANY PRODUCT THAT IS NOT AS WARRANTED. IN NO EVENT SHALL GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NO CREDIT ALLOWANCE WILL BE GIVEN FOR DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE OR WILLFUL ACTS. WHEN ROAMING, CUSTOMER IS SUBJECT TO THE SAME LIMITATIONS ON LIABILITY THAT THE UNDERLYING CARRIER PROVIDING SERVICE IMPOSES ON ITS CUSTOMERS. GIT DISCLAIMS ALL LIABILITY UNDER SUCH CIRCUMSTANCES. No action or claim, regardless of form, arising out of the transactions hereunder may be brought by Customer more than one year after the cause of action has accrued.

16. WARRANTY LIMITATIONS. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED. FURTHER, AS THE UNDERLYING CARRIER IS NOT CONTROLLED BY GIT, NO WARRANTY IS MADE IN REFERENCE TO COVERAGE AVAILABILITY OR GRADE OF SERVICE PROVIDED BY THE UNDERLYING CARRIER. ACCESS TO CERTAIN EMERGENCY SERVICES (IE 911) IS SUBJECT TO CAPABILITY OF CARRIER SYSTEM, CUSTOMER EQUIPMENT AND AVAILABILITY OF PUBLIC EMERGENCY SERVICES. GIT's limited Warranty shall not be enlarged and no obligation or liability shall arise out of GIT's rendering of technical advice, facilities or Service in connection with the purchase of Product(s) hereunder.

17. WAIVERS. The failure of GIT to insist in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right, shall not be construed as a waiver or relinquishment of the further performance of any such term, covenant or condition of the future exercise of such right.

18. INDEMNIFICATION. Customer shall indemnify and hold GIT's officers, employees, supplier of Service, and agents harmless against any and all claims, demands, suits, judgment, cause of action, losses, expenses, fees (including attorneys' fees), liability or damages for libel, slander or infringements of copyrights from the material transmitted by customer via the telephone access number, and against any and all other claims, demands, suits, judgments, cause of action, losses, expenses, fees (including attorneys' fees), liability or damages including, without limitation, any personal injury or death arising in any way directly or indirectly in connection with this Agreement or the use or inability to use the telephone access number. This indemnity shall survive the termination of this Agreement.

19. GIT'S EXPENSES. Customer shall pay to GIT all costs and expenses including, without limitation, reasonable attorney's fees, collection agency fees and court costs, incurred by GIT in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

20. EXCUSABLE DELAY AND FAILURE TO PERFORM. GIT shall not be liable for any delay or failure to perform due to any cause beyond its control.

21. CALIFORNIA. For Service provided in California, any complaints against the underlying carrier, GIT or its agent should be brought to the attention of the management of GIT. Appeals may be submitted to the California Public Utilities Commission by stating your claim in writing to: CPUC - Consumer Affairs. (In Northern California) 505 Van Ness Ave., Room 4300, San Francisco CA 94102. (In Southern California) 107 So Broadway, Room S109, Los Angeles CA 90012.

22. GENERAL. a) This agreement, including the rates and charges expressly incorporated by reference herein is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the provision of service. b) No modification herof will be binding upon GIT unless the modification is in writing and signed by a duly authorized representative of GIT. c) If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision will be deemed omitted to the extent so contrary prohibited or invalid, but the remainder of the Agreement will remain in effect. d) Captioned headings have been included in this Agreement merely for convenience of reference and they are not to be considered part of or to be used in interpreting this Agreement. e) No assignment or transfer in whole or in part of this Agreement (except for assignment by GIT to the underlying carrier (or a GIT affiliate) shall be binding upon GIT or Customer without the express written consent of GIT. f) This Agreement with be binding upon and inure to the benefits of the parties hereto and their respective successors, administrators, legal representatives, heirs and assign where permitted by this Agreement. g) Global Information Technologies, LLC does not grant to Customer any right to use the Global Information Technologies, LLC name, trademarks, trade names, or logos. THIS AGREEMENT WILL BE ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO ARIZONA CONFLICT OF LAW RULES.

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS. THE PARTIES ALSO AGREE THAT A FAX SIGNATURE WILL BE DEEMED AN ORIGINAL

Customer Signature

Date











Search:  all the words ▾

**C** *Contractor Information*

(Vendors) How to change your company information

Contract #:	GS-35F-0404U	Socio-Economic :	Small business
Contractor:	GIT SATELLITE, LLC		Women Owned
Address:	13740 RESEARCH BLVD STE Q2 AUSTIN, TX 78750-1835		business
Phone:	(512)918-9502	Govt. Contracting Officer:	Shellie Heislen
E-Mail:	ginger.washburn@gitsat.com	Phone:	816-823-2683
Web Address:	http://www.gitsat.com	E-Mail:	shellie.heislen@gsa.gov

Source	Title	Contract Number	Contract Terms & Conditions	Contract End Date	Category	View Items Available
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0404U		May 31, 2013	132 12	 
					132 51	 
					132 53	 
					132 8	 

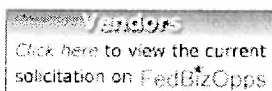
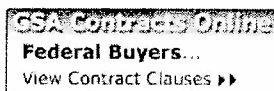
Search:

## Schedule Summary

For general questions, contact:  
 IT Acquisition Center  
 Phone: (703) 605-2700  
 E-mail: it.center@gsa.gov

### 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

**EQUIPMENT, SOFTWARE, AND SERVICES** - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract.



70 Category list:

Category	Description
132 60	Access Certificates for Electronic Services (ACES) Program - AVAILABLE UNDER COOPERATIVE PURCHASING -. This program provides identity management and authentication services and ACES digital certificates for use primarily by external end users to access Federal Government electronic services and transactions in accordance with the X.509 Certificate Policy for the Federal ACES Program.
132 61	Public Key Infrastructure (PKI) Shared Service Providers (PKI SSP) Program - This program provides PKI services and digital certificates for use by Federal employees and contractors to the Federal Government in accordance with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework.
132 62	Homeland Security Presidential Directive 12 (HSPD-12) Product and Service Components - Products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are: <ul style="list-style-type: none"> <li>* PIV enrollment and registration services,</li> <li>* PIV systems infrastructure,</li> <li>* PIV card management and production services,</li> <li>* PIV card finalization services,</li> <li>* Physical access control products and services,</li> <li>* Logical access control products and services,</li> <li>* PIV system integration services, and</li> <li>* Approved FIPS 201-Compliant products and services.</li> </ul>
132 3	Leasing of Products - SUBJECT TO COOPERATIVE PURCHASING
132 4	Daily/Short Term Rental - SUBJECT TO COOPERATIVE PURCHASING - Daily or Short Term Rental of Information Technology Equipment is from one day to 365 days.

132 8

Purchase Of Equipment - SUBJECT TO COOPERATIVE PURCHASING - Includes telephone equipment, audio and video teleconferencing equipment, communications security equipment, facsimile equipment, broadcast band radio, two-way radio, microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, pagers and public address systems, communications equipment cables, fiber optic cables, fiber optic cables and harnesses, coaxial cables, desktop computers, professional workstations, servers, laptop/portable/notebook computers, large scale computers, optical/imaging systems, other systems, printers, displays, graphics (light pens, digitizers, touch screens), network equipment, other communications equipment, optical recognition I/O devices, storage devices, other I/O and storage devices, ADP support equipment, microcomputer control devices, telephone answering, voice messaging systems, ADP boards, installation of ADP equipment, installation of telephone equipment, and used equipment.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

Boards

Cables

Desktop Computers

Digital Cameras

Display, Monitors

Drives/Storage Devices

Equipment for Physically Challenged

IT Support Equipment

Laptop/Portable/Notebook Computers

Large Scale/Mainframe Computers

Media

Memory

Microcomputer Control Devices

Modems

Graphic Related Equipment

MP3 Devices

Networking

Optical Imaging Systems

Optical Recognition I/O Devices

Other Communications Equipment

Other I/O and Storage Devices

PDA's

Power Protect  
Printers  
Professional Workstations  
Projectors  
Scanners  
Servers  
Speakers  
Used Equipment  
Video Cards  
Web Cams  
Airborne Radar Equipment  
Broadcast Band Radio  
Microwave Radio Equipment  
Radio Navigation Equipment/Antennas  
Radio Transmitters/Receivers, Airborne  
Satellite Communications Equipment  
Two-Way Radio  
Telephone Equipment  
Audio and Video Teleconferencing Equipm.  
Communications Security Equipm.  
Facsimile Equipment  
Telephone Answering and Voice Messaging  
Pagers and Public Address Systems  
Misc. Communication Equipment

- 132 12 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING - Includes maintenance of radio/telephone equipment and maintenance of computer equipment.
- 132 32 Term Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

Application  
Business Mgmt  
Communication

Educational  
 Electronic Commerce/Internet  
 Entertainment  
 Financial Management  
 Graphics  
 Home & Ref.  
 Kid's Center  
 License Center  
 Macintosh  
 Multimedia  
 Office Suites  
 Operating Systems  
 PDA Software  
 Programming  
 Utility  
 Virus Detect  
 Application Software (large scale computers)  
 Communication Software (large scale computers)  
 EC Software (large scale computers)  
 Financial Management (large scale computers)  
 Operating Systems (large scale computers)  
 Utility Software (large scale computers)

132 33 Perpetual Software License - SUBJECT TO COOPERATIVE PURCHASING - Includes operating system software, application software, EDI translation and mapping software, enabled E-mail message based products, Internet software, database management programs, and other software.

132 34 Maintenance of Software - 1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

## 2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

132 50 Classroom Training - SUBJECT TO COOPERATIVE PURCHASING - Includes training

132 51 Information Technology Services - SUBJECT TO COOPERATIVE PURCHASING - Includes resources and facilities management, database planning and design, systems analysis and design, network services, programming, millennium conversion services, conversion and implementation support, network services project management, data/records management, subscriptions/publications (electronic media), and other services.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

Auto. Info. System Design & Integration

Automated News, Data and other Info. Services

CAD/CAM Services

Desktop Management

IT Backup and Security Services

IT Data Conversion Services

IT Facility Operation and Maintenance

IT Network Management Services

IT Systems Analysis Services

IT Systems Development Services

Information Assurance

Programming Services

132 52 Electronic Commerce Services - SUBJECT TO COOPERATIVE PURCHASING - Includes value added network services, e-mail services, Internet access services, and other data transmission services.

Sub-Categories (not all vendors have been placed within the following subcategories. To view a complete list of vendors, click on the SIN)

E-Mail Services

Internet Access Services

Navigation Services

Other Data Transmission Services

Value Added Network Services

132 53 Wireless Services - SUBJECT TO COOPERATIVE PURCHASING

*S*chedule Summary

For general questions, contact:

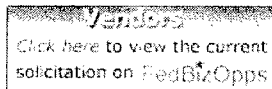
The Management Services Center

Phone: 1-800-241-RAIN

E-mail: R10MSC.Consolidated@gsa.gov

**00CORP THE CONSOLIDATED SCHEDULE (formerly Corporate Contracts**

**Schedule)** - The Consolidated Schedule encompasses most of the service schedules within the Multiple Awards Schedules program. This schedule provides a streamlined approach to fulfilling requirements that fall within the scope of more than one schedule for acquiring a total solution. Contractors under this schedule hold a single contract that includes two or more combined services from schedules such as: Facilities Maintenance, Office Imaging and Document Solutions, Training, Information Technology, Publications, Financial and Business Solutions, Advertising and Integrated Marketing Solutions, Language, Human Resources, Professional Engineering, MOBIS, Logworld, and Environmental.



00CORP Category list:

Category	Description
C 5820C	Radio and Television Communication Equipment - SUBJECT TO COOPERATIVE PURCHASING - Except Airborne, Includes Telemetry Equipment; Monitors and Monitors/Receivers, Including Spare & Repair Parts and Accessories; Television Cameras, Color or Monochrome, Including Spare & Repair Parts and Accessories; Audio Equipment, Including Spare & Repair Parts and Accessories; Closed Circuit/Surveillance Equipment, Including Spare & Repair Parts and Accessories; Telecommunications Equipment, Including Spare & Repair Parts and Accessories. Refer to Schedule Number 70 for additional providers of this item. Contact: Mike Butterfield (703) 605-2780; Michael.butterfield@gsa.gov or Debbie Lague (703) 605-2780; Deborah.lague@gsa.gov Contact: Debbie Lague (703) 605-2780; Deborah.lague@gsa.gov
C 5825	Radio Navigation Equipment, Except Airborne - SUBJECT TO COOPERATIVE PURCHASING - Includes Loran Equipment; Shoran Equipment; Direction Finding Equipment. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
C 7010	IT Equipment System Configuration - SUBJECT TO COOPERATIVE PURCHASING - Note-a group of general-purpose analog, digital, or hybrid electronic or electromechanical devices that are interconnected to operate as a system. Frequently referred to as an IT system, although the term

"system" is not considered definitive. Includes an assembly of devices consisting of a central processing unit (CPU) and the necessary input/output devices, accessorial devices, analog measurement devices, software and/or firmware required to perform the desired objectives. Also includes subassemblies and units in which input/output devices, CPUs, and/or accessorial devices or components are incorporated into a single assembly or unit. A specially designed device incorporated into a system shall not influence the classification of the base assembly or unit. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703) 605-2753; [tonya.ford@gsa.gov](mailto:tonya.ford@gsa.gov), Janice Kimbrough (703) 605-2782; [janice.kimbrough@gsa.gov](mailto:janice.kimbrough@gsa.gov)

- C 7025 IT input/output and Storage Devices - SUBJECT TO COOPERATIVE PURCHASING - This class includes devices used to control and transfer information to and from a Computer (as modified). The input device is used for transferring data and instructions into a computer. The output device is used to transfer results of processing by the computer to IT peripheral devices. Input/output devices combine the above functions in the same device. This class includes printers, display units, disk drive units (magnetic, optical and floptical), tape drive units, terminals, data entry devices and transfer units. Also includes Optical Compact Disk (CD) devices used for the storage and retrieval of data and firmware. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; [tonya.ford@gsa.gov](mailto:tonya.ford@gsa.gov), Janice Kimbrough (703) 605-2782; [janice.kimbrough@gsa.gov](mailto:janice.kimbrough@gsa.gov)
- C 7030 IT Software - SUBJECT TO COOPERATIVE PURCHASING - Note-Software is a series of instructions or statements in a form acceptable to a CPU, designed to cause the ITE configuration to execute an operation or operations; or a collection of data in a form capable of being processed and operated on by a computer. Includes System programs, such as operating systems, assemblers, compilers, executive routines, interpreters, translators; utility programs, such as sort/merge programs, media conversion, maintenance diagnostic programs; and application programs, such as payroll, inventory control, and engineering analysis programs. Excludes Software designed to Government specifications to satisfy the requirements of a particular user or for use with ITE properly classifiable in an FSG other than FSG 70. Also excludes operating manuals and programmers' manuals properly classified in FSG 76. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; [tonya.ford@gsa.gov](mailto:tonya.ford@gsa.gov), Janice Kimbrough (703) 605-2782; [janice.kimbrough@gsa.gov](mailto:janice.kimbrough@gsa.gov)
- C D301 IT Facility Operation and Maintenance Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; [tonya.ford@gsa.gov](mailto:tonya.ford@gsa.gov), Janice Kimbrough (703) 605-2782; [janice.kimbrough@gsa.gov](mailto:janice.kimbrough@gsa.gov)
- C D302 IT Systems Development Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; [tonya.ford@gsa.gov](mailto:tonya.ford@gsa.gov), Janice Kimbrough (703)605-2782; [janice.kimbrough@gsa.gov](mailto:janice.kimbrough@gsa.gov)
- C D306 IT Systems Analysis Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; [tonya.ford@gsa.gov](mailto:tonya.ford@gsa.gov), Janice Kimbrough (703)605-2782; [janice.kimbrough@gsa.gov](mailto:janice.kimbrough@gsa.gov)

- C D307 Automated Information System Design and Integration Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D308 Programming Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D310 IT Backup and Security Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D311 IT Data Conversion Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D316 Telecommunications Network Management Services - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D317 Automated News Services, Data Services, or Other Information Services - SUBJECT TO COOPERATIVE PURCHASING - Buying data, the electronic equivalent of books, periodicals, newspapers, etc. Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C D399 Other ADP and Telecommunications Services (includes data storage on tapes, compact disks, etc.) - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact: Tonya Ford (703)605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703)605-2782; janice.kimbrough@gsa.gov
- C J070 Information Technology - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional providers of this item. Contact Tonya Ford (703) 605-2753; tonya.ford@gsa.gov, Janice Kimbrough (703) 605-2782; janice.kimbrough@gsa.gov
- C N070 Information Technology Installation of IT Equipment - SUBJECT TO COOPERATIVE PURCHASING - (including firmware), software, supplies and support equipment. Refer to Schedule Number 70 for additional providers of this item. Contact Tonya Ford(703)605-2753; tonya.ford@gsa.gov,Janice Kimbrough (703) 605-2753; janice.kimbrough@gsa.gov
- C U012 IT Software, Equipment, and Telecommunications Training - SUBJECT TO COOPERATIVE PURCHASING - Refer to Schedule Number 70 for additional

providers of this item. Contact: Tonya Ford (703)605-2753;  
tonya.ford@gsa.gov, Janice Kimbrough  
(703)605-2782; janice.kimbrough@gsa.gov

Search:  all the words

### Search Results Summary

Search Criteria: **GS-35F-0404U**

## Contractor/Manufacturer matches

Source	Description
--------	-------------

<b>70</b>	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract.
-----------	---

Contractors  
GIT SATELLITE, LLC [**GS-35F-0404U**]

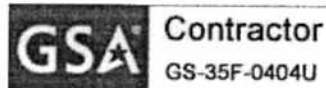


Trade-Up to Iridium  
Promotion EXTENDED



Satellite Phone Rentals

Global Information Technologies specializes in satellite communications for remote industry sites, business and personal users, and government agencies such as Homeland Security agencies, state and federal agencies. GIT offers a complete line of satellite products and services, including the Motorola and Iridium satellite phones, satellite pagers, and accessories, with satellite phone service from Iridium, as well as Globalstar phones, service, and accessories. The GIT product line also includes the new BGAN satellite voice and data terminals including the Thrane BGAN Explorer terminals and the Hughes terminal with BGAN satellite service from Inmarsat. The Sectera family of secure voice products provide an ideal solution for government and businesses with a need for confidentiality.



**Featured Products**



Beam RST620 Fixed Satellite  
Phone



Thrane Explorer 527 BGAN  
unit



MSV MSAT G-2 Mobile  
Satellite Radio

**Satellite Service, Engineering and Innovative Customer Solutions**



- Schedules
- Overview
- FAQ
- Blanket Purchase Agreement (BPA)
- Contractor Team Arrangements
- Cooperative Purchasing
  - ▶ FAQ
- Disaster Recovery Purchasing
- For Customers - Ordering from Schedules
- For Vendors - Getting on Schedule
- Legal Corner
- Other Direct Costs
- Schedules News
- GSA Schedules Background
- Hot Topics
- MAS Express Program
- Options on GSA Schedule Contract Orders
- Schedules & Other Supplies & Services

Home > About GSA > Acquisition Solutions > Schedules > Cooperative Purchasing > Cooperative Purchasing (FAQ)

## Frequently Asked Questions

### Cooperative Purchasing

1. What is Cooperative Purchasing?
2. Can state and local governments purchase from all GSA Schedules?
3. Can state and local governments utilize GSA Governmentwide Acquisition Contracts (GWACs) under Cooperative Purchasing?
4. When did the Cooperative Purchasing Program go into effect?
5. How are state and local governments defined?
6. Are Cooperative Purchasing orders subject to the Industrial Funding Fee (IFF)?
7. Will GSA waive, or give a portion of, the IFF to state and local government entities?
8. Are state and local government entities required to use the GSA Schedules Program?
9. Are Schedule contractors required to accept orders from state and local government entities?
10. How do state and local government entities place orders against Schedule contracts? Do such orders against Schedule contracts meet competition requirements?
11. If the contractor does not perform acceptably under a Cooperative Purchasing order issued by a state or local entity, should the ordering activity request the GSA contracting officer take corrective measures?
12. Under Cooperative Purchasing, can ordering activities include terms and conditions required by state or local statutes, ordinances, regulations, or orders?
13. Are any GSA Schedule contract terms and conditions not incorporated by reference into Cooperative Purchasing orders?
14. Are Prompt Payment provisions incorporated into Cooperative Purchasing orders?
15. Are state and local government preference programs affected by Cooperative Purchasing?
16. May state and local government entities use credit cards to purchase products and services under this program?
17. Can state and local governments issue Blanket Purchase Agreements (BPAs) under the Schedule contracts?
18. Can state and local government entities be granted additional price reductions under the Schedule contracts?
19. Will a spot discount to state and local government entities under the GSA Schedule contract trigger the Price Reductions clause?
20. Does the Trade Agreements Act apply to contracts between the Schedule contractor and state and local government entities?
21. Can state or local government grantees purchase information technology from GSA Schedule 70 or the Consolidated Schedule? If state or local governments themselves receive grant money, can they purchase IT from GSA Schedule 70 or the Consolidated Schedule?
22. Can state and local government entities use GSA Advantage!® to

### CONTACTS

**IT Center Hotline**  
 (703) 605-2700  
 Fax (703) 605-9839  
 IT.Center@gsa.gov

- View Contact Details
- Organization Page

**MAS Helpdesk (National Customer Service Center)**  
 (800) 488-3111  
 Fax (816) 926-6952  
 mashelpdesk@gsa.gov

- View Contact Details

### ACQUISITION SOLUTIONS

- GSA GWACs
- Gov't Charge Cards**
  - GSA SmartPay®
- Global Supply**
  - GSA Global Supply
- Technology Contracts**
  - Technology Contracts

### e-TOOLS

- GSA Advantage!®
- e-Buy
- Schedules e-Library
- eOffer/eMod
- FedBizOpps
- Vendor Support Center
- Schedule Sales Query

### REFERENCE

- Federal Acquisition Regulation (FAR)
- GSA Acquisition Manual (GSAM)
- Power Up e-Tools

### TRAINING FROM GSA

- Center for Acquisition Excellence

### RELATED GSA TOPICS

- Eligibility to Use GSA Sources
- Center for Facilities Maintenance & Hardware
- Environmental Products
- FAS Organization Page
- Greater Southwest Acquisition Center
- Center for IT Schedule Programs
- Management Services Center
- National Furniture Center
- Administrative Services and Office Supplies Acquis
- Center for Services Acquisition
- Vehicle Acquisition and Leasing Services

### GOVERNMENT LINKS

place orders under Cooperative Purchasing?

23. Where can I obtain more information about Cooperative Purchasing?

---

## Cooperative Purchasing

---

1. What is Cooperative Purchasing?

Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration's (GSA's), [Federal Supply Schedule 70](#), [Information Technology \(IT\)](#), and [Consolidated \(formerly Corporate Contracts\) Schedule contracts](#), containing [IT Special Item Numbers \(SINs\)](#). The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.

2. Can state and local governments purchase from all GSA Schedules?

No. Section 211 of the Act only allows for state and local government entities to purchase from [GSA Schedule 70](#), [Information Technology](#), and [Consolidated \(formerly Corporate Contracts\) Schedule contracts](#) containing [IT SINs](#). State and local government entities may not purchase information technology from any other GSA Schedules.

3. Can state and local governments utilize GSA Governmentwide Acquisition Contracts (GWACs) under Cooperative Purchasing?

No. State and local government entities may only purchase information technology from [GSA Schedule 70](#), [Information Technology](#), and [Consolidated \(formerly Corporate Contracts\) Schedule contracts](#) containing [IT SINs](#). [GSA Governmentwide Acquisition Contracts \(GWACs\)](#) are not authorized for use by state and local government entities under Section 211 of the E-Government Act of 2002.

4. When did the Cooperative Purchasing Program go into effect?

Cooperative Purchasing was effective upon publication of the interim rule in the Federal Register (May 7, 2003). Effective May 18, 2004, the final rule governing state and local use of [GSA Schedule contracts](#) was published. The final rule is basically unchanged from the interim rule, but does clarify that contractors can offer additional discounts to state and local governments without invoking the [Price Reductions](#) clause.

Since the issuance of the interim and final rules, [GSA Schedule 70](#) and [Consolidated \(formerly Corporate Contracts\) Schedule contracts](#) containing [IT SINs](#) have been and will continue to be modified, as mutually agreed between the Schedule contractor and GSA, to allow Schedule contractors to participate in the Cooperative Purchasing Program.

Vendors submitting new offers for [GSA Schedule 70 contracts](#) and [Consolidated Schedule contracts](#) containing [IT SINs](#) are also required to indicate whether they will offer Cooperative Purchasing.

5. How are state and local governments defined?

The [General Services Administration Acquisition Manual \(GSAM\)](#), Part 538.700 1, Definitions, offers the following definition of state and local governments:

"The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other

▼

- FAR 8.4
- Department of Veterans Affairs Schedules
- Excluded Parties List

**Personnel**  
GSA Staff Directory

**GSA Organizations**  
Choose...   
Abbreviation Look-up

**GSA Regions by State**  
Choose State:

**Quick Links**  
A-Z Links to GSA Topics

institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments."

The term does not include contractors or grantees of state or local governments.

6. Are Cooperative Purchasing orders subject to the Industrial Funding Fee (IFF)?

Yes. Each Schedule contract price includes an industrial funding fee, which is represented in the prices paid by ordering activities and passed on to GSA by Schedule contractors. The IFF reimburses GSA for procurement and administrative costs incurred to operate the GSA Schedules Program.

7. Will GSA waive, or give a portion of, the IFF to state and local government entities?

No.

8. Are state and local government entities required to use the GSA Schedules Program?

No. Cooperative Purchasing is voluntary for both state and local government entities and for Schedule contractors. State and local entities have full discretion to decide if they wish to make a GSA Schedule purchase, subject to any limitations that may be established under state and local laws and procedures.

9. Are Schedule contractors required to accept orders from state and local government entities?

Schedule contractors have the option of deciding whether they will accept orders placed by state or local government buyers. Schedule contractors will make this decision on two levels. First, at the contract level, Schedule contractors will decide whether they want to offer Cooperative Purchasing and, if so, the applicable SINS to be offered. Schedule contractors will then either enter into a mutual agreement with GSA to modify the existing Schedule contract or indicate, prior to contract award, their intent to offer their Schedule products and services under Cooperative Purchasing. Second, even after an existing contract is modified or a new contract awarded, a Schedule contractor will retain the right to decline orders received from state or local government entities on a case-by-case basis. Schedule contractors may decline an order, for any reason, within a five-day period after receipt of the order; however, credit card orders must be declined within 24 hours (GSAM 552.232-79).

10. How do state and local government entities place orders against Schedule contracts? Do such orders against Schedule contracts meet competition requirements?

State and local government entities are encouraged to use GSA's Schedule Ordering Procedures to ensure the benefit of receiving the best value from GSA Schedule contractors. **When state and local governments follow the GSA Schedule Ordering Procedures**—i.e., the Ordering Procedures for Supplies, and Services Not Requiring a Statement of Work (Federal Acquisition Regulation (FAR) 8.405-1) or the Ordering Procedures for Services Requiring a Statement of Work (FAR 8.405-2)—use of the GSA Schedules Program is considered to be a "competitive procedure" under the Competition in Contracting Act of 1984 (CICA). State and local entities may include terms and conditions required by statute, ordinance, regulation, or order to the extent that these terms and conditions do not conflict with the terms and conditions of the GSA Schedule contract.

11. If the contractor does not perform acceptably under a Cooperative Purchasing order issued by a state or local entity, should the ordering activity request the GSA contracting officer take corrective measures?

No. Acceptance of an order by the Schedule contractor under Cooperative Purchasing constitutes the formation of a new contract between the non-federal ordering activity and the Schedule contractor. The ordering activity's contracting officer is responsible for all contract administration under the new contract.

While the majority of the terms and conditions of the Schedule contract are incorporated by reference into the Cooperative Purchasing order (see Questions 13 and 14, below, for exceptions), the federal government is not liable for the contractor's performance, or non-performance. Disputes that cannot be resolved by the parties may be litigated in any state or federal court with jurisdiction, using the principles of federal procurement law and the uniform commercial code, as applicable and appropriate.

However, state and local government entities may submit information concerning a contractor's performance to the GSA contracting officer for consideration when evaluating the contractor's overall performance under the GSA Schedule contract.

12. Under Cooperative Purchasing, can ordering activities include terms and conditions required by state or local statutes, ordinances, regulations, or orders?

Yes. However, the additional terms and conditions must be included as a part of the Statement of Work (SOW) or the Statement of Objectives (SOO) and must not conflict with the terms and conditions of the GSA Schedule contract.

13. Are any GSA Schedule contract terms and conditions not incorporated by reference into Cooperative Purchasing orders?

Yes. The following contract terms and conditions are not incorporated by reference into Cooperative Purchasing orders:

- Disputes Clause;
- Patent Indemnity Clause; and
- Certain Commercial Item Contract Terms and Conditions. Portions of the commercial item contract terms and conditions that specify compliance with laws unique to federal government contracts are not applicable to Cooperative Purchasing orders.

14. Are Prompt Payment provisions incorporated into Cooperative Purchasing orders?

Yes. GSAM 552.232-81, Payments by Non-Federal Ordering Activities, allows for the terms and conditions of a state's prompt payment law to apply to orders placed by eligible non-federal ordering activities. However, if the ordering activity is not otherwise subject to a state prompt payment law, the activity is covered by the federal prompt payment act in the same manner as federal ordering activities.

15. Are state and local government preference programs affected by Cooperative Purchasing?

No. Cooperative Purchasing does not affect state and local government preference programs.

16. May state and local government entities use credit cards to purchase products and services under this program?

Yes. Schedule contractors may accept any state and local government-issued credit cards for orders placed under Cooperative Purchasing. Contractors are required to accept credit cards for orders up to the micro-purchase threshold and contractors may voluntarily accept credit cards for orders exceeding the micro-purchase threshold.

17. Can state and local governments issue Blanket Purchase

Agreements (BPAs) under the Schedule contracts?

Yes. State and local government entities may issue BPAs under the Schedule contracts. In order to qualify as a GSA Schedule BPA, the competition underlying the award of the BPA must be conducted in accordance with the GSA Schedule ordering procedures.

18. Can state and local government entities be granted additional price reductions under the Schedule contracts?

Yes. State and local government entities may be granted additional price reductions under Cooperative Purchasing.

19. Will a spot discount to state and local government entities under the GSA Schedule contract trigger the Price Reductions clause?

No. Granting state and local government entities additional price discounts under the GSA Schedule contract will not trigger the Price Reductions clause.

20. Does the Trade Agreements Act apply to contracts between the Schedule contractor and state and local government entities?

Yes. All Schedule contract terms and conditions, except those stated in Questions 13 and 14, apply to contracts between the GSA Schedule contractor and state and local government entities.

21. Can state or local government grantees purchase information technology from GSA Schedule 70 or the Consolidated Schedule? If state or local governments themselves receive grant money, can they purchase IT from GSA Schedule 70 or the Consolidated Schedule?

Under the Cooperative Purchasing Program, only *state and local government entities*, as defined in General Services Administration Acquisition Manual (GSAM) 538.7001, are eligible to purchase information technology from GSA Schedule 70 or the Consolidated Schedule. As noted in the definition, the term, *state and local government entities*, "...does not include contractors of, or grantees of, state or local governments." Thus, state or local government grantees cannot purchase IT under the Cooperative Purchasing Program.

With regard to state or local governments themselves receiving grant money, these entities are eligible users under the Cooperative Purchasing Program by virtue of meeting the definition of *state and local government entities*; the source of funding for these entities is irrelevant.

22. Can state and local government entities use GSA Advantage!® to place orders under Cooperative Purchasing?

Yes. In addition to their previous capability to "browse" on GSA Advantage!®, state and local government entities may now use the GSA Advantage!® online shopping and ordering system to purchase products and services from Schedule contractors that have agreed to offer Cooperative Purchasing. Products and services available for Cooperative Purchasing are identified on GSA Advantage!® with the Cooperative Purchasing icon.

Payments for state and local government purchases on GSA Advantage!® are limited to credit card payments using a state or local government issued credit card. No other form of payment will be accepted at this time. State and local government customers must also register and obtain the necessary approvals from a supervisor or approving official as part of the registration process. State and local government ordering activities are responsible for ensuring that only authorized representatives of their governments place orders, and that the products and services purchased will only be used for governmental purposes.


Orders placed through GSA Advantage!® will be transmitted directly to GSA Schedule contractors. Schedule contractors will, in turn, ship the products and/or perform the services prior to billing the customer's credit card. GSA does not ship merchandise or bill

the customer's credit card. All order/billing problems and/or discrepancies must be addressed directly with Schedule contractors.

23. Where can I obtain more information about Cooperative Purchasing?

To view a wealth of information on Cooperative Purchasing, visit the [Center for Acquisition Excellence](#).

[Back to Top](#)

 [Printer Friendly format](#)

RE: Chandra's Quote

Delete

Reply

Reply All

Forward

Move/Copy

Print Hide Envelope

Show Header

From: Mike Lawson [Add to Address Book](#)  
To: 'Alberto Hernandez'  
Date: Tuesday, July 08, 2008 2:15:15 PM  
Subject: RE: Chandra's Quote

[GIT Iridium Order Form-Hidalgo-Co-7-8-08.xls](#)

Good Afternoon Bert: Please find attached the amended quote we discussed earlier. Please let me know if you have any questions and I look forward to working with you.

Thank you,  
Mike

---

**From:** Alberto Hernandez [mailto:[alberto.hernandez@hchd.org](mailto:alberto.hernandez@hchd.org)]  
**Sent:** Tuesday, July 08, 2008 10:10 AM  
**To:** [mike.lawson@gitsat.com](mailto:mike.lawson@gitsat.com)  
**Subject:** Chandra's Quote

Good Morning,

Mike thank you for all your help. Attached is a copy of what Chandra had sent to my boss. Please send the quote to my email address.

Thanks again,

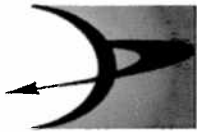
ALBERTO (BERT) HERNANDEZ  
Health Alert Network Administrator

Hidalgo County Health and Human Services  
Public Health Preparedness and Response Team  
1304 S. 25th Ave., Edinburg, TX 78539  
[alberto.hernandez@hchd.org](mailto:alberto.hernandez@hchd.org)  
956.318.2426 Office  
956.318.2431 Fax  
956.318.2432 24/7  
[www.hchd.org](http://www.hchd.org)

This electronic mail transmission contains confidential information. The information is intended only for the use of the recipients named above. If you have received this e-mail in error, please notify us immediately by telephone. You are cautioned that any disclosure, copying, distribution, or other use of the transmitted information is strictly prohibited.

318876  
for indoor signals  
EoC  
To support existing services  
a component of

Req# 135807  
page 1 of 3  
quote # 1



**GIT**  
**Satellite**  
**Communications**

128 Beowulf Ln  
 Leesburg, Ga 31763  
 229-903-0827 ph 678-623-9975 fax  
 mike.lawson@gitsat.com Date: \_\_\_\_\_

REP: \_\_\_\_\_

B I L L T O	Customer Social Security # or Business Federal ID#:		
	Name:		Tax Exempt: Certificate Must Be Attached
	Attn:		Business Ty:
	Incorporated: (circle one) Y N		Email:
	Address:		Country:
	City:	State:	Zip:
	Fax:	Home Ph:	Work Ph:
Account Password:		Passwrd Reminder:	
*Not be a free email account as sensitive information may be sent to this address upon your request.			

S H I P	Name:		Auth User:
	Attn:		Auth Contact:
	Address:		Country:
	City:	State:	Zip:
	Phone #:	Email:	

C C	Name on credit card:	
	Billing address on card:	
	Credit Card # (Visa, MC):	Exp. Date:

Category	Description	Quantity	Unit Price	Total
Phones	New 9505 Portable Phone Kit		\$1,395.00	\$ -
	Connect Inside Iridium Transceiver		\$3,295.00	\$ -
Pagers	Refurbished 9501 Pager		\$349.95	\$ -
Antennas	Antenna Adapter		\$55.00	\$ -
	Portable Auxiliary Antenna		\$110.00	\$ -
	Replacement Antenna 9500 Phone		\$202.50	\$ -
	Replacement Antenna 9505 Phone		\$202.50	\$ -
	Mobile Mount Antenna - Fixed		\$187.50	\$ -
	Mobile Mount Antenna - Magnetic		\$187.50	\$ -
	Fixed Mast Antenna	5	\$219.95	\$ 1,099.75
Batteries	Battery High Capacity LI ION		\$89.95	\$ -
	Battery Ultra High Cap LI ION - 9500		\$132.95	\$ -
Cables	Custom Cable: \$/ft up to 20 ft		\$6.00	\$ -
	Custom Cable: \$/ft, 20 ft up to 50 ft		\$8.00	\$ -
	10 Meter Cable Kit		\$219.95	\$ -
Chargers	AC to DC Adaptor w/ Int'l Plug Kit		\$125.00	\$ -
	Auto Charger Adaptor		\$60.00	\$ -
	Motorola Solar Charger		\$199.00	\$ -
Other	Beam RST 310 Docking Station	5	\$1,699.00	\$ 8,495.00
	Fifty ft cable w connectors	5	\$400.00	\$ 2,000.00
SUB TOTAL: USD\$				\$ 11,594.75

S E R V I C E	Minimum Commitment Period (circle one):		1 year	2 years
	Pager Activation (circle one):		Satellite Rate Plan:	
	Stand Alone (SAP)	Follow Me (FMP)	SIM Card Charge	\$ -
	Serial #:	Cap Code:	Activation Fee	\$ -
	MDA's (select 3):		Annual Fee/ Monthly Chrg	\$ -
	Phone MSISDN #		Voicemail/ SMS	\$ -
	SIM ICID #:		EQUIPMENT TAX (if applicable)	\$ -
	Phone IMEI #		FCC TAX	\$ -
	ground with insurance		SHIPPING	\$ 345.00
	Updated 04.02.08		TOTAL	\$ 11,939.75

Prepaid plans are non-refundable. Early cancellation fee of \$250.00 applies to all service agreements, and early cancellation fee of \$750.00 applies to all North American post-paid service agreements. All international accounts will be automatically billed monthly via credit card. By signing this agreement customer agrees that GIT is authorized to charge credit card provided for activation fees, multiple transaction fees, deposit and/or early cancellation fees. Customer agrees to the terms and conditions set out on page 2.

X Renew by phone using credit card # & password

Initial \_\_\_\_\_

Signature (A faxed signature shall be deemed an original.) \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Reg # 135807  
 page 283

page # 1

This agreement is subject to the following terms and conditions

**1. DEFINITIONS.** As used throughout this document, the following terms have the meaning set forth herein: Global Information Technologies shall mean "GIT" as Seller, and GIT shall mean Global Information Technologies, as Reseller of wireless service ("Service"). "Customer" shall mean the person or company purchasing GIT Product(s) using this order form, which will become a contract [the "Agreement"] when GIT accepts Customer's offer by activating Service. "Product(s)" or "Equipment" collectively shall mean wireless products including, but not limited to, phones, pagers, satellite transceivers and accessories.

**2. ACCEPTANCE: NO SALES TO MINORS; RESALE OF SERVICE PROHIBITED.** a) GIT will not accept any offer from a person under legal age. b) Service is available for Customer's own use; resale of Service purchased hereunder is prohibited. c) The parties agree that Customer's order is an offer to purchase Service or Product(s) identified on page 1 hereof, at the price(s) listed in the current GIT Products portfolio and subject to the terms and conditions stated herein, which shall become a binding contract when accepted by GIT. Customer agrees that these terms and conditions may not be offered, supplemented, or amended by the use of any other document(s), and any such attempt will be null and void. GIT will indicate acceptance of Customer's order by shipping the selected Product(s). Customer's purchase order may indicate a PO number for billing reference selected rate plan and selected additional features. The banking negotiation or other use of any payment shall not constitute an acceptance by GIT. d) GIT makes no representations, certifications, or warranties whatsoever with respect to the ability of its Service, Product(s) or prices to satisfy any statutes or regulations. e) No GIT Service value-added benefits apply if Product is purchased without associated GIT line of Service.

**3. USE OF SERVICE & PRIVACY.** Service shall not be used for any purpose that violates the law, or in any ABUSIVE or fraudulent manner. Complete privacy of conversations while using Service is not guaranteed. Except as required by demand of lawful authority, or as authorized in writing by the Customer on record, GIT will not release any Customer confidential information, including call detail, to anyone other than such Customer. Due to privacy laws, call detail records may be sent to Customer via overnight courier or mailed only, and may not be faxed.

**4. UNDERTAKING OF GIT.** GIT, as a reseller of the Service of an underlying carrier, undertakes to provide Customer with the use of the telephone access number on the terms and conditions set forth herein and any applicable GIT tariff filed with a State Public Utility Commission (PUC) and other regulatory authorities. The underlying carrier solely and exclusively provides Service. Provision of Service may be affected by the terms and conditions set forth in GIT's agreement with the underlying carrier ("Carrier Agreement"), the tariff of the underlying carrier, and the laws, rules and regulations of the Federal Communications Commission ("FCC"), PUC's and other regulatory authorities having jurisdiction. Such Carrier Agreement, tariffs, laws, rules and regulations may supersede the terms of this Agreement or preclude performance by GIT of these terms.

**5. TELEPHONE ACCESS NUMBERS.** Customer has no property rights in the telephone access number, which may be reassigned or changed by GIT as reasonably necessary in the conduct of its business. Only one phone may be operated in conjunction with Customer's access number.

**6. AVAILABILITY OF SERVICE.** Service is available to subscriber units equipped for Service when within the range of satellites. Such Service is subject to limitations and interruptions as set forth in the Carrier Agreement and carrier tariff if any, including, but not limited to, relocation of equipment by the underlying carrier and capacity or transmission limitations caused by atmospheric and like conditions.

**7. PAYMENT OF CHARGES. SERVICE.** a) Customer is responsible for payment of all charges for Service rendered, including but not limited to, calls originated from or received by Customer's access number, activation, access, airtime, message units, tolls, landline, interconnects, optional features, early termination fees, and applicable taxes and surcharges of any kind due to any governmental agency having jurisdiction, foreign or domestic (including Foreign, Federal, State, County, or Municipal). b) Access and fixed monthly charges will be billed in advance. Usage sensitive charges will be billed in arrears. c) Payment is due 14 days after invoice date. Late payment may result in temporary or permanent disconnection of Service and a late payment charge equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law. d) In the event the phone or pager is lost or stolen, Customer is liable for all usage and or messages unit charges originating from and received by Customer's access number until such time as the loss or theft is reported to GIT and Service is terminated. Customer is responsible to provide GIT with a police report in the event of theft. Monthly charges continue until Service is terminated. e) When payment for Service is made by check, draft or similar negotiable instrument, a charge of \$20.00 will be made for each item returned unpaid for any reason. f) Monthly recurring charges for partial months will be prorated based on the actual number of days Service is provided (with every month being considered to have 30 days for this purpose). g) A schedule of charges is available from GIT at 888-GIT-8815. Charges, as referenced in Section 4, are subject to change by GIT effective upon 30 days written notice to Customer. Customer may request, by telephone or in writing, changes in rate plan or features under the Agreement. Conversion to or between contract rate plans requires a signed Addendum modifying the Agreement. h) A pro rata credit adjustment of the fixed monthly charges will be made, at Customer's request, for any continuous Service interruption in excess of 24 hours. **EQUIPMENT.** i) Customer may make payment in full by wire transfer at time of order, or provide a valid credit card number on American Express, MasterCard, or Visa. Customer's credit card will be billed when Product(s) ship. Payment will be deemed made when received by GIT. j) Payment of all applicable local, city, or state taxes are the Customer's responsibility and such taxes will be included on the invoice for Customer's order. k) GIT retains a security interest in the Product(s) until Customer makes payment in full and Product is shipped.

**8. EQUIPMENT.** a) GIT and any supplier of Service are not responsible under this Agreement for the installation, operation, quality of transmission, or maintenance of Customer's equipment. b) Customer must provide and maintain the equipment, ensure that it is technically and operationally compatible, shall not interfere with the Service of others, and be in compliance with applicable FCC, State or any other governmental authority laws, rules and regulations.

**9. PACKAGING; SHIPPING.** GIT will pack and ship all Product(s) in accordance with good commercial practices. Customer shall pay shipping and handling charges at the amount invoiced.

**10. TITLE; DELIVERY; RISK OF LOSS.** a) Title to Product(s) and risk of loss passes to Customer upon delivery. b) Delivery dates are best estimates only. GIT reserves the right to make partial shipments. c) Claims for lost or damaged shipment shall be deemed waived unless presented to GIT in writing within thirty (30) days of shipment/delivery.

**11. FINANCIAL INFORMATION, DEPOSITS, PERSONAL GUARANTEE & DEFAULT.** a) Customer understands and agrees that any and all of the information requested on the front of this Agreement may be used to establish Customer's account for Service, and Customer shall furnish GIT such accurate financial information as GIT may reasonably request from time to time for the purpose of assessing Customer's continuing creditworthiness. Customer authorizes any consumer-reporting agency to compile and furnish GIT with credit information requested by GIT. In the event GIT does not deem any Company credit information sufficient to establish service with GIT, the credit information of individual will be reviewed. If in such an event, GIT provides Service based on individual's credit information, GIT will notify both parties. Individual will be responsible for payment regardless of the address to which bills are sent. b) GIT may require Customer to make a suitable deposit as security for payment. The amount and form of deposit and any adjustments hereto, will be determined by GIT, and may include: cash payment; letter of credit; guaranty agreement by an entity, person or persons other than Customer and acceptable to GIT; or other such instrument or security as deemed necessary. Payment of a deposit does not relieve Customer from its obligation for prompt payment of bills on presentation and does not constitute waiver or modification of GIT's right to discontinue service for nonpayment. Upon termination of Service, any cash deposit, will be credited to Customer's final bill and any credit balance refunded. c) Customer authorizes GIT to charge all applicable Service charges, as listed in Section 4 above, to Customer's credit card account indicated on the front of this Agreement, including any and all unpaid sums accrued to the date of termination in the event of Customer default for non-payment. In the event the credit card company for any reason does not accept the charge, the Customer remains fully responsible for the payment of all amounts owed.

**12. A DISCONNECTION FOR CAUSE.** If payment by Customer of any sum due to GIT is not made on time, or if Customer is in any way in violation of or in default under this Agreement, the Carrier Agreement, applicable tariff filed with a PUC or any governing laws, rules and regulations of any governmental authorities, GIT, per Section 13 or in the case of suspected fraud, and without incurring any liability to Customer, has the right to immediately request the

carrier to either temporarily disconnect or terminate any or all service to Customer and terminate this Agreement, as well as Service provided under any other agreement between Customer and GIT. In certain circumstances including, but not limited to suspected fraud, GIT and Carrier may suspend or terminate any Service without notice to Customer. GIT also has the right to exercise any other remedy existing at law or in equity. Customer will be charged for any Service reactivation.

**13. TERMINATION BY CUSTOMER OR GIT. SERVICE** a) Customer may at any time with or without cause terminate this Agreement and Service by written notice to GIT. b) GIT may, without incurring any liability to Customer, terminate this Agreement and Service if the underlying carrier terminates Service to GIT. c) GIT, in addition to its rights under Sections 11 and 12 may at anytime, with or without cause, by written notice to Customer, without incurring any liability to Customer, terminate this Agreement and Service. Service disconnection for non-payment will not occur for at least twenty (20) days after notice to Customer. d) Termination by Customer or GIT will not relieve Customer's responsibility for payment of all outstanding charges. In the event of termination of the Agreement, subject to any governmental regulation, GIT may request that the underlying carrier not release Customer's equipment identification number until all outstanding charges have been paid. **EQUIPMENT** e) Any Product order may be terminated in writing if received by GIT prior to shipment. b) Damaged Product(s) must be returned pursuant to the Limited Warranty instructions.

**14. MINIMUM COMMITMENTS AND TERMINATION FEES.** The Initial Required Minimum Commitment Period ("IRMP") for month-to-month rate plans is rate plan specific and the GIT termination fee applies to any early termination during the IRMP. b) The IRMP and early termination fees for Contract Rate Plans are designated by each Contract Rate Plan available and apply on early termination during the IRMP. No termination fees apply upon Customer conversion to a new GIT Contract Rate Plan, however. A new IRMP begins and termination charges applicable to the new Contract Rate Plan will apply if cancelled within the new IRMP. c) Upon completion of the IRMP, Customer shall continue on the same rate plan on a month-to-month basis until termination of Service or rate plan change.

**15. LIMITATION OF LIABILITY.** Because GIT has no control over the Service furnished, Customer expressly understands and agrees that the liability and obligations of GIT to Customer under this Agreement for Service are strictly controlled and limited by the Carrier Agreement and by the underlying carriers tariff, if any, and the laws rules and regulations of the FCC and other governmental authorities which may from time to time have jurisdiction. IN ANY EVENT REGARDLESS OF THE FORM OF ACTION WHETHER FOR BREACH OF CONTRACT, WARRANTY, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER'S EXCLUSIVE REMEDY AND THE TOTAL LIABILITY OF GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER SHALL BE LIMITED TO A CREDIT ALLOWANCE FROM GIT IN AN AMOUNT EQUIVALENT TO A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES FOR SERVICE PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE PERIOD DURING WHICH SUCH DAMAGES OCCUR. IN THE EVENT OF LATE DELIVERY, NON-DELIVERY, OR DAMAGE OF PRODUCT(S), STRICT LIABILITY, IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCT(S) SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. CUSTOMER'S SOLE REMEDY IS TO REQUEST GIT, AT GIT'S OPTION, TO EITHER REFUND THE PURCHASE PRICE, OR REPAIR OR REPLACE ANY PRODUCT THAT IS NOT AS WARRANTED. IN NO EVENT SHALL GIT AND/OR ANY SUPPLIER OF SERVICES TO GIT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO CREDIT ALLOWANCE WILL BE GIVEN FOR DAMAGES CAUSED BY CUSTOMER'S NEGLIGENCE OR WILLFUL ACTS. WHEN ROAMING, CUSTOMER IS SUBJECT TO THE SAME LIMITATIONS ON LIABILITY THAT THE UNDERLYING CARRIER PROVIDING SERVICE IMPOSES ON ITS CUSTOMERS. GIT DISCLAIMS ALL LIABILITY UNDER SUCH CIRCUMSTANCES. No action or claim, regardless of form, arising out of the transactions hereunder may be brought by Customer more than one year after the cause of action has accrued.

**16. WARRANTY LIMITATIONS.** THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED. FURTHER, AS THE UNDERLYING CARRIER IS NOT CONTROLLED BY GIT, NO WARRANTY IS MADE IN REFERENCE TO COVERAGE AVAILABILITY OR GRADE OF SERVICE PROVIDED BY THE UNDERLYING CARRIER. ACCESS TO CERTAIN EMERGENCY SERVICES (IE 911) IS SUBJECT TO CAPABILITY OF CARRIER SYSTEM, CUSTOMER EQUIPMENT AND AVAILABILITY OF PUBLIC EMERGENCY SERVICES. GIT's limited Warranty shall not be enlarged and no obligation or liability shall arise out of GIT's rendering of technical advice, facilities or Service in connection with the purchase of Product(s) hereunder.

**17. WAIVERS.** The failure of GIT to insist in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein or to exercise any right, shall not be construed as a waiver or relinquishment of the further performance of any such term, covenant or condition of the future exercise of such right.

**18. INDEMNIFICATION.** Customer shall indemnify and hold GIT's officers, employees, supplier of Service, and agents harmless against any and all claims, demands, suits, judgment, cause of action, losses, expenses, fees (including attorneys' fees), liability or damages for libel, slander or infringements of copyrights from the material transmitted by customer via the telephone access number, and against any and all other claims, demands, suits, judgments, cause of action, losses, expenses, fees (including attorneys' fees), liability or damages including, without limitation, any personal injury or death arising in any way directly or indirectly in connection with this Agreement or the use or inability to use the telephone access number. This indemnity shall survive the termination of this Agreement.

**19. GIT'S EXPENSES.** Customer shall pay to GIT all costs and expenses including, without limitation, reasonable attorney's fees, collection agency fees and court costs, incurred by GIT in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

**20. EXCUSABLE DELAY AND FAILURE TO PERFORM.** GIT shall not be liable for any delay or failure to perform due to any cause beyond its control.

**21. CALIFORNIA.** For Service provided in California, any complaints against the underlying carrier, GIT or its agent should be brought to the attention of the management of GIT. Appeals may be submitted to the California Public Utilities Commission by stating your claim in writing to: CPUC - Consumer Affairs, (In Northern California) 505 Van Ness Ave, Room 4300, San Francisco CA 94102. (In Southern California) 107 So Broadway, Room 5109, Los Angeles CA 90012

**22. GENERAL.** a) This agreement, including the rates and charges expressly incorporated by reference herein is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the provision of service. b) No modification hereof will be binding upon GIT unless the modification is in writing and signed by a duly authorized representative of GIT. c) If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision will be deemed omitted to the extent so contrary prohibited or invalid, but the remainder of the Agreement will remain in effect. d) Captioned headings have been included in this Agreement merely for convenience of reference and they are not to be considered part of or to be used in interpreting this Agreement. e) No assignment or transfer in whole or in part of this Agreement (except for assignment by GIT to the underlying carrier (or a GIT affiliate) shall be binding upon GIT or Customer without the express written consent of GIT. f) This Agreement with be binding upon and inure to the benefits of the parties hereto and their respective successors, administrators legal representatives, heirs and assign where permitted by this Agreement. g) Global Information Technologies, LLC does not grant to Customer any right to use the Global Information Technologies, LLC name, trademarks, trade names, or logos. **THIS AGREEMENT WILL BE ENFORCED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA WITHOUT REGARD TO ARIZONA CONFLICT OF LAW RULES.**

CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS. THE PARTIES ALSO AGREE THAT A FAX SIGNATURE WILL BE DEEMED AN ORIGINAL.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Reg# 135807  
8  
page 3 of 3  
Quote # 7

2



Explorer Satellite Communications

1975 E. Sunrise BLVD Suite 414  
Ft. Lauderdale, FL 33304  
Ph: (954) 763-8650  
Fax: (954) 763-8670

# Quote/Pro-Forma Invoice

Date	Estimate #
6/26/2008	300

Name / Address
Alberto Hernandez

Ship To

Terms	FOB
Due on receipt	FTL

Item	Description	Qty	Total
Irid-9505A-ASE-Dock	Applied Satellite Engineering Dock for 9505A handheld phones. Allows external antenna and RJ-11 interfaces. 9505A Iridium handset not included.	\$1940 X 5	9,700.00T
Irid-Ant-FixMast-tp	Iridium Fixed Mast Antenna with standard 1"-14 mounting thread	\$229 X 5	1,145.00T
Naut-Cable-50'	50 foot LMR400 TNC male to TNC male cable for use with fixed/mast antenna or ST-251 external antenna	5	1,100.00T

<b>Subtotal</b>	\$11,945.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$11,945.00

Reg# 135807  
quote # 2

satellite quote

satellite quote



Delete

Reply

Reply All

Forward

Move/Copy

Print Hide Envelope

Show Header

From: sue@allroadcommunications.com [Add to Address Book](#)  
To: Alberto Hernandez  
Date: Thursday, June 26, 2008 10:13:27 AM  
Subject: satellite quote

Hello Alberto,

Below is your quote.

THIS IS NOT AN ORDER ONLY A QUOTE and does NOT include shipping costs. This quote is valid for 7 days from today.

Order #2946

Item	Unit	Cost	Qty	Total
9505a dock - DOCK05A	subtotal	\$2,300.00	5	\$11,500.00
25 meter cables		\$250.00	5	\$1,250.00
Fixed Mast Antenna		\$299.99	5	\$1,499.95
Surcharge		\$0.00	1	\$0.00
Shipping : Pick Up		\$0.00		\$0.00
Total :				\$14,249.95

Liberation Management  
DBA All Road Communications  
3370 Brant Street  
San Diego, California 92103  
Customer Service  
Thank you,  
Susan Shores

Req # 135807  
quote # 3