



Global Tracking Communications, Inc.

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General Services Administration – Federal Acquisition Service **Authorized Federal Supply Schedule PRICELIST Schedule Contract 70** – General Purpose Commercial Information Technology Equipment, Software & Services

Contract Number: GS-35F-0315W Business Size: Small Business Contract Period: March 11, 2010 - March 10, 2015 Modification: PO-001, Effective 9/10/10; PS-0005, Effective 3/14/2011; PO-0006, Effective 8/24/2012

SIN 132-8 PURCHASE OF EQUIPMENT FSC Class: 5820 Radio and Television Equipment except Airborne

SIN 132-33 PERPETUAL SOFTWARE LICENSE FSC/PSC Class: 7030 ADP Software

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at http://www.fss.gsa.gov/

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INFORMATION FOR ALL ORDERING ACTIVITIES (Applicable to all Special Item Numbers)

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![™] on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Acquisition 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.
- [X] The Geographic Scope of Contract will be domestic delivery only.

2. ORDERING ADDRESS AND PAYMENT INFORMATION

ORDERING INFORMATION:

a. For mailed orders, the postal mailing address where written orders will be received is as follows:

Global Tracking Communications, Inc. ATTN: Brenda Henderson 27244 Via Industria Temecula, CA 92590

b. For orders by facsimile transmission, the point of contact is:

Brenda Henderson Fax Number: (951) 719.3770

Global Tracking Communications, Inc. is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase 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 agencies to obtain technical and/or ordering assistance:

TECHNICAL AND/OR ORDERING ASSISTANCE:

Eddie Bermudez, ebermudez@gpstrackit.net Telephone: (866) 320.5810

Marcos Torres, mtorres@gpstrackit.net Telephone: (866) 320.5810

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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. <u>Order/Modification Under Federal Schedule</u> Block 16: Data Universal Numbering System (DUNS) Number: <u>14-884-2227</u> Block 30: Type of Contractor – B. Other Small Business Block 31: Woman-Owned Small Business - No Block 36: Contractor's Taxpayer Identification Number (TIN): <u>030385140</u>

4a. CAGE Code: 32TU5

4b. CENTRAL CONTRACTOR REGISTRATION

Global Tracking Communications, Inc. 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)

SIN 132-8	*5-7 business days
SIN 132-33	*5-7 business days (included with hardware)

- *Expedited delivery time for is 1-2 business days for SINs 132-8 and 132-32. Ordering agency pays difference in shipment between standard and expedited delivery.
- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact 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 agency, 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: To be determined between vendor and customer ordering agency.

c. Dollar Volume: None.

d.Government Educational Institutions: No special discounts offered.

8. TRADE AGREEMENT 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

Not applicable for products offered herein.

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER THRESHOLD

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
- Special Item Number 132-3 Leasing of Product Special Item Number 132-4 – Daily / Short Term Rental Special Item Number 132-8 - Purchase of Equipment Special Item Number 132-9 - Purchase of Used or Refurbished Equipment Special Item Number 132-12 - Equipment Maintenance Special Item Number 132-32 - Term Software Licenses Special Item Number 132-33 - Perpetual Software Licenses Special Item Number 132-34 - Maintenance of Software as a Service Special Item Number 132-51 - Information Technology Professional Services Special Item Number 132-52 - Electronic Commerce (EC) Services Special Item Number 132-53 – Wireless Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program

Special Item Number 132-62 – HSPD-12 Product and Service Components

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES

Any ordering office, 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 (I) Termination for the Government'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 <u>http://www.fss.gsa.gov/</u>.

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.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of he applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature.

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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, 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 requisitioning 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). Yardi Systems, Inc. is not a Section 508 compliant company at this time. 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 a Federal Agency, shall follow the terms of the applicable schedule and authorization and include with each order – (a) A copy of the authorization from the Agency 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 <u>http://www.core.gov</u>.

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)



About Global Tracking Communications, Inc.

Global Tracking Communications, Inc., (GTC) based out of Southern California, has been on the cutting edge of GPS tracking technology and software development since 2002. GTC is a leading North American supplier of GPS-based asset-tracking and fleet-management systems. GTC has increased fleet efficiency, reduced operating costs, and improved customer service for companies, municipal governments, law enforcement agencies and other industries all across the United States and Canada.

GTC's advantage is the ability to provide AT&T-certified fleet-management software and hardware while utilizing the proficiency of GPS tracking system technology. Our vehicle tracking systems provide the ability to pinpoint a vehicle's location to as close as three feet away while supplying rapid and updated vehicle information, including maintenance information, speed, location, and direction. We specialize in creating GPS tracking systems to provide endless capabilities to assist in streamlining day-to-day operations and to take control of mobile assets. Cost effectiveness and customer service are our top priorities.

Since its inception in 2002, Global Tracking Communications, Inc. has seen a number of "competitors" attempt to enter the GPS Fleet Tracking market, and we have seen many companies fail in this market.



Our success is directly attributable to our knowledge of the fundamental technology utilized in the products and services we offer, as well as our experience of implementing business strategies to allow GTC to position itself to offer best of breed hardware devices at reasonable prices.

Couple our experience and expertise with the fact that GTC sells non-proprietary hardware platforms, this allows GTC the flexibility to meet our customer's needs with various hardware offerings, and protects our customer's equipment investment. Since the hardware we offer is of a non-proprietary nature, it may be supported by other vendors in the market. Even though GTC plans to be in business for many years to come, this provides our prospective customers who have been left "holding the bag" when their previous vendor for GPS Fleet services went out of business, a certain degree of comfort knowing that they are purchasing "non-proprietary" equipment.

Today, GTC is a very secure, profitable company. We are experiencing a very high degree of growth, and we expect to continue maintaining a high degree of customer satisfaction as evidenced by our customer retention rate above 99% over the past 5 years.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT(SPECIAL ITEM NUMBER 132-8) and USED OR REFURBISHED EQUIPMENT (SPECIAL ITEM NUMBER 132-9)

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

NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.

a. INSTALLATION. When the equipment provided under this contract is not normally selfinstallable, 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:

Equipment is self-installable.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

GTC Standard Warranty

This Standard Warranty is given pursuant to Section 5 of the Terms and Conditions of the Service Agreement between GTC and Buyer. All capitalized terms used but not defined herein shall have the meanings given such terms in the Terms and Conditions.

1. Limited Warranties by GTC. GTC warranty is for the life of the contract from the date of shipment to Buyer (the 'Warranty Period'), all Products(s) furnished under the Agreement: (i) will be free from defects in materials and workmanship, and (ii) will substantially conform to the Specifications for such Products.

2. Warranty Procedures. Buyer will, within the Warranty Period, notify GTC in writing or by facsimile of any Products containing defects covered by the limited warranties provide in Section 1, and will request a Returned Material Authorization ('RMA') number. GTC will provide the RMA number in writing, by facsimile or email to Buyer promptly following receipt of the request. Promptly following its receipt of the RMA number, Buyer shall send such defective Products, freight and insurance prepaid by Buyer, to GTC directly or, if requested by GTC, to a repair facility designated by GTC, Buyer shall ship Products in their original shipping containers or in containers which provide equivalent protections, and shall display the RMA number(s) on the outside of the container(s).

GTC reserves the right to refuse to accept any rejected Products that do not bear an RMA number on the outside of the container. If a defective Product is received by GTC during the applicable warranty period, GTC will, at its sole option and expense, repair or replace such Product using new and or used Products or materials to make such repair or replacement, and will ship the repaired or replaced Product to Buyer. GTC shall pay the shipping charges back to buyer for properly returned products; otherwise, Buyer shall be responsible for the return shipping charges. This Section 3 states Buyer's sole remedy, and GTC's sole liability, arising out of the limited warranties and extended warranty provided by GTC in Section 1 and 2.

3. Limitations. The foregoing warranties do not extend to (i) non conformities, defect or errors in the Products due to accident, abuse, misuse or negligent use of the Products or use in other than a normal and customary manner, environmental conditions not conforming to GTC's instructions, or failure to follow prescribed operating maintenance procedures, (ii) defects, errors or non conformities in the

Products due to normal wear and tear, or (iv) damage caused by force of nature or act of any third party.

4. No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1 and 2, GTC MAKES AND BUYER RECEIVED NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR ANY SERVICES AND PROVIDED HEREUNDER, AND GTC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

Pricing SIN 132-8 Purchase of Equipment

HARDWARE EQUIPMENT

Manufacturer	Part #	Model	Product Description	Price
WebTech	01-00-0019-00.0	Locator 2000	WT5000G No Battery	\$300.00
Numerex/Orbit One	156136TRKSX100	Tracker 1000	Simplex Tracking Unit SX1 V1	\$397.96
Skywave	SM200252-SHG- 000	Tracker 5000	DMR-800D Satellite Terminal - Side connector w/ GPS (with cable)	\$675.03
Skywave	SM200235-GS5- 000	Tracker 5000 Dual	SureLinx 8100 Side/Antenna 5m (with cable)	\$876.53
Xirgo	XT-2000-G-X0007	XP-4000	GPS Tracking Device	\$186.40
Xirgo		XP-4000	OBDII Y-adapter cable	\$20.15
Xirgo	XT-4500-G-X0127	Х-4000-В [1]	GPS Tracking Device	\$176.32
Xirgo		Х-4000-В	Power Harness (first one free - charge for replacement)	\$15.11
CalAmp	LMU2610	L2000V	Vehicle and Fleet GPS Tracking System (CDMA)	\$196.47
CalAmp	LMU2620	L2000V	Vehicle and Fleet GPS Tracking System (CDMA)	\$196.47
Cal Amp	LMU710	C4000	Vehicle and Fleet GPS Tracking System (GSM)	\$136.02
CalAmp	LMU800	С4000В	Vehicle and Fleet GPS Tracking System (GSM) includes back up battery	\$136.02
CalAmp	LMU2000	CP4000V	Vehicle and Fleet GPS Tracking System (CDMA) Plug n Play (OBDII)	\$186.40
CalAmp	LMU2000	CP4000	Vehicle and Fleet GPS Tracking System (GPRS) Plug n Play (OBDII)	\$176.32
CalAmp	IV353-QB-02		Window Mount Antenna – supports all hardwired systems including 2610,2620,710,800	\$20.15
CalAmp	RM1353-TB-02		Roof Mount Antenna – supports all hardwired systems including 2610,2620,710,800	\$35.26
OPTIONAL ACCESSORIES				
WebTech		Locator 2000	Driver I.D. Kit including 1 key fob each kit	\$99.75
			Additional key fobs	\$10.08
			Refrigerated trailer Temperature Sensor/ 1 Sensor	\$99.75

Refrigerated trailer Temperature Sensor/ 2 Sensors	\$129.97
Refrigerated trailer Temperature Sensor/ 3 Sensors	\$160.20
Cigarette Lighter Adapter	\$10.08
Pelican Case for weather resistance	
small	\$15.11
medium	\$19.14
large	\$22.17
6 cell Lithium External Battery Pack	\$119.90
Panic Button	\$29.22
Door Sensor	\$39.29
Starter Disable Relay	\$7.05

[1]: Included accessories: 12-24 volt power harness, starter disable relay, starter disable harness, butt connectors (ALL ARE REPLACED AT NO CHARGE WITH R.M.A)

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. 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 software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software 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 software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

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

Limited Warranties by GTC. GTC warranty is for the life of the contract from the date of shipment to Buyer (the 'Warranty Period'), all Products(s) furnished under the Agreement: (i) will be free from defects in materials and workmanship, and (ii) will substantially conform to the Specifications for such Products.

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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number <u>866-320-5810</u> for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from <u>9am to 5pm (pacific)</u>.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

___X____1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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 webbased general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> 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 (SIN 132-34)

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.

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

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

NOT APPLICABLE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (IO) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION NOT APPLICABLE

a. After a software product has been on a continuous term license for a period of _________ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33) NOT APPLICABLE

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING NOT APPLICABLE

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Pricing SIN 132-33 Perpetual Software License

ACTIVATION FEES, MONTHLY FEES & SOFTWARE UPDATES

Locator 2000

Manufacturer	Part #	Model	Monthly Fee	Activation Fee
WebTech	01-00-0019-00.0	L2000	Lite Package - \$18.99	\$30.00
WebTech	01-00-0019-00.0	L2000	Pro Package - \$24.99	\$30.00
WebTech	01-00-0019-00.0	L2000	Platinum Package - \$54.99	\$30.00

Locator 2000:

- 1. Customers pay a one-time activation fee and a monthly fee.
- 2. The monthly fee can vary in price depending on the number of updates selected by the customer.
- 3. A discount of 10% is given to customer for a purchase of 12 months (annual subscription) in advance.

Tracker 1000

Manufacturer	Part #	Model	Monthly Fee	Activation Fee
Numerex/Orbit One	156136TRKSX100	T1000	1 Update - \$9.50	\$30.00
Numerex/Orbit One	156136TRKSX100	T1000	2 Update - \$12.50	\$30.00
Numerex/Orbit One	156136TRKSX100	T1000	3 Update - \$18.00	\$30.00
Numerex/Orbit One	156136TRKSX100	T1000	4 Update - \$20.00	\$30.00

T1000 Notes:

1. Customers pay a one-time activation fee and a monthly fee.

2. The monthly fee can vary in price depending on the number of updates selected by the customer.

Tracker 5000

Manufacturer	Part #	Model	Monthly Fee	Activation Fee
Clanuava	SM200252-SHG-			
Skywave	000	T5000	100 Messages \$15.00/mo	\$30.00
Clanucovo	SM200252-SHG-		1000 Messages	
Skywave	000	T5000	\$15.00/mo + \$200.00	\$30.00
Clanuaria	SM200252-SHG-		2500 Messages	
Skywave	000	T5000	\$15.00/mo + \$425.00	\$30.00
Clanuava	SM200252-SHG-		5000 Messages	
Skywave	000	T5000	\$15.00/mo + \$750.00	\$30.00
Channesso	SM200252-SHG-		10000 Messages	
Skywave	000	T5000	\$15.00/mo + \$1200.00	\$30.00
Clanucy	SM200252-SHG-		10000+ Messages	
Skywave	000	T5000	\$15.00/mo + \$.10/message	\$30.00

T5000 Notes:

- 1. Customers pay a one-time activation fee and a monthly fee.
- 2. The minimum monthly fee of 100 messages is required.
- 3. The customer can select additional message package options as indicated.

Tracker 5000 Dual

				Activation	GPS Satellite
Manufacturer	Part #	Model	Monthly Fee	Fee	Monthly Fee
Skywave	SM200235-		100 Messages		
SKywave	GS5-000	T5000D	\$15.00/mo	\$30.00	\$24.99
Skywave	SM200235-		1000 Messages		
Skywave	GS5-000	T5000D	\$15.00/mo + \$200.00	\$30.00	\$24.99
Skywave	SM200235-		2500 Messages		
SKywave	GS5-000	T5000D	\$15.00/mo + \$425.00	\$30.00	\$24.99
Skawaya	SM200235-		5000 Messages		
Skywave	GS5-000	T5000D	\$15.00/mo + \$750.00	\$30.00	\$24.99
	SM200235-		10000 Messages		
Skywave			\$15.00/mo +		
	GS5-000	T5000D	\$1200.00	\$30.00	\$24.99
	SM200235-		10000+ Messages		
Skywave	GS5-000		\$15.00/mo +		
	33-000	T5000D	\$.10/message	\$30.00	\$24.99

T5000D

Notes:

1. Customers pay a one-time activation fee and a monthly fee which includes the message communication through the GPRS (General Packet Radio Service). A monthly satellite fee is required to give the T5000D coverage for tracking/location information through GPS.

2. The minimum monthly fee of 100 messages is required.

3. The customer can select additional message package options as indicated.

XP-4000 and X-4000B

Manufacturer	Part #	Model	Monthly Fee	Activation Fee
Xirgo	XT-2000-G-			
XIIBO	X0007	XP-4000	Lite Package - \$16.99	\$30.00
Virgo	XT-2000-G-			
Xirgo	X0007	XP-4000	Pro Package - \$21.99	\$30.00
Virgo	XT-2000-G-			
Xirgo	X00070	XP-4000	Platinum Package - \$49.99	\$30.00

XP-4000 and X-4000B Notes:

1. Customers pay a one-time activation fee and a monthly fee.

2. The monthly fee can vary in price depending on the number of updates selected by the customer.

3. A discount of 10% is given to customer for a purchase of 12 months (annual subscription) in advance.

L2000V, C4000, C4000B, CP4000V, CP4000

Manufacturer	Part #	Model	Monthly Fee	Activation Fee
			Lite Package	\$18.99
CalAmp	LMU2610		Pro Package	\$23.99
		L2000V	Platinum Package	\$33.99
CalAmp			Lite Package	\$18.99
	LMU2620		Pro Package	\$23.99
		L2000V	Platinum Package	\$33.99
CalAmp			Lite Package	\$18.99
	LMU710		Pro Package	\$23.99
		C4000	Platinum Package	\$33.99
CalAmp			Lite Package	\$18.99
	LMU800		Pro Package	\$23.99
		C4000B	Platinum Package	\$33.99
CalAmp			Lite Package	\$18.99
	LMU2000		Pro Package	\$23.99
		CP4000V	Platinum Package	\$33.99
CalAmp			Lite Package	\$18.99
	LMU2000		Pro Package	\$23.99
		CP4000	Platinum Package	\$33.99

Notes:

1. One-time activation fee has been waived for all government customers.

2. Discount of 10% is given for purchase of 12 months (annual subscription) in advance.

3. The customer can select additional message package options as indicated. For product comparison of packages—please see GTC Product Comparison chart on our website at <u>www.gpstrackit.com</u>

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Global Tracking Communications, Inc. 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, mentorprotégé 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

GLOBAL TRACKING COMMUNICATIONS, INC. ATTN: John Stull 27244 Via Industria Temecula, CA 92590

Telephone Number: (866) 320.5810 Fax Number: (981) 719.3770

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

Global Tracking Communications, Inc.

In the spirit of the Federal Acquisition Streamlining Act <u>(ordering activity)</u> and <u>(Contractor)</u> 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

Contractor

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 or the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.