

**AUTHORIZED FEDERAL ACQUISITION SERVICE  
INFORMATION TECHNOLOGY SCHEDULE  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE, AND SERVICES**

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES

FPDS CODE D304 Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.

Paging Services

Cellular/PCS Voice Services



Contractor:

**DOBSON CELLULAR SYSTEMS, INC.**  
14201 Wireless Way  
Oklahoma City, OK 73134-2512  
405-529-8682 phone  
[www.dobson.net](http://www.dobson.net)  
[www.wireless.att.com/dobsoncellone/](http://www.wireless.att.com/dobsoncellone/)

**Contract Number: GS-35F-0592P**

**Period Covered by Contract: JUNE 16, 2004 THRU JUNE 15, 2009**

General Services Administration  
Federal Acquisition Service

**Pricelist current through Modification #PO-0006, dated JULY 9, 2007.**

Products and ordering information in this Authorized FAS 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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## ABOUT US

Dobson Communications Corporation is the largest independent rural wireless provider in the United States. Dobson Cellular offers the most advanced wireless services in the country. Branding under **Cellular One**, Dobson Cellular services 1.6 million subscribers in 16 states and serves as the largest wireless provider in all of Alaska.

Thanks to our GSM/GPRS/EDGE network technologies, we are able to provide high quality voice calling, voicemail and messaging, and high-speed data functions (including wireless email and internet access).

We are proud to make these technologies available to the 40+ markets we serve, giving our customers the services and quality they demand.

We invite you to learn more about our company at <http://www.dobson.net/> or contact us directly to see how our GSA plans can help address your specific needs.

## PROVIDING THE LATEST TECHNOLOGY AVAILABLE

Dobson Cellular has long been a leader in deploying digital technology to rural and suburban markets throughout the United States. We are committed to providing our customers with the latest and most efficient cellular technology available. Now, thanks to our ongoing focus and investment into our network, we are able to offer customers the most advanced products and services on the market today:

- The highest voice quality and fastest data speeds available
- Reliable and consistent call quality across our network
- Superior services and features such as Voicemail, Caller ID, Short Messaging Services and more
- Data services that provide Multimedia Messaging (MMS) and high-speed Internet access

## OUR NETWORK

The Dobson Cellular network teams are staffed with highly trained radio frequency, network and performance engineers. Using the most sophisticated computer software available, these engineers have designed our cellular network for optimum service. Plus, as an ongoing priority, we continue to add cell sites that will further improve the capability of the network and the customer experience.

Dobson Cellular's network is comprised of a variety of technologies and operates on both 850 MHz and 1900 MHz systems. We provide Global System for Mobile Communications (GSM) digital voice technology in all of our markets. These technologies provide the ability to handle more voice calls through a more productive use of voice channels. We also provide the latest data technology with our General Packet Radio Services (GRPS) and Enhanced Data Rates for Global Evolution (EDGE) in our markets. These enhanced data capabilities are overlaid to provide access to high-speed data in an efficient manner.

**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES  
Small Business Participation**

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

For orders exceeding the micro-purchase 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 at <http://www.fss.gsa.gov/>. The catalogs/pricelists, GSA *Advantage!* and the Federal Acquisition Service Home Page at <http://www.fss.gsa.gov/> contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination. For orders exceeding the micro-purchase 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:**

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*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.

The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

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**For Sales & Service**

1-888-625-5628

Email: [GSA@dobson.net](mailto:GSA@dobson.net)

**For Ordering Only**

Dobson Cellular Systems, Inc.

Cellular One

ATTN: Director, Government Contracts

14201 Wireless Way

Oklahoma City, OK 73134

**For Payment by Check**

Address for payment will be reflected on Ordering Activity's monthly invoice

**For ACH Payment**

Bank of America, Oklahoma City, OK

Dobson Communications Corporation

GSA Deposit Account

14201 Wireless Way

Oklahoma City, OK 73134

ABA #103 000 017  
Account: #0030 4161 7006

**For Payment by Wire Transfer**

Bank of America, Oklahoma City, OK  
Dobson Communications Corporation  
GSA Deposit Account  
14201 Wireless Way  
Oklahoma City, OK 73134  
ABA #103000017  
Account: #0030 4161 7035

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

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

**1-888-625-5628 or email us at [GSA@dobson.net](mailto:GSA@dobson.net).**

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

**3. LIABILITY FOR INJURY OR DAMAGE**

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The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

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Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: **089511575**  
Block 30: Type of Contractor: **C. Large Business**  
Block 31: Woman-Owned Small Business: **No**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **73-1364699**

4a. CAGE Code: **3KRA6**

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

**5. FOB DESTINATION**

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When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, and are not covered the following conditions will apply:

1. Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the ordering activity from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if

shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

2. The right is reserved to ordering activities to furnish ordering activity bills of lading. Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

## 6. DELIVERY SCHEDULE

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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)
<b>132-53</b>	<b>Not to exceed 20 days</b>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

## 7. DISCOUNTS:

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Prices shown are NET Prices; Basic Discounts have been deducted.

- PROMPT PAYMENT: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- QUANTITY. None unless otherwise specified in the pricelist.
- DOLLAR VOLUME. None unless otherwise specified in the pricelist.
- GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other Government customers unless otherwise specified in the pricelist.
- OTHER. Additional discounts may be negotiated by and between Contractor and Ordering Activity for activity's specific wireless, data, and equipment needs.

## 8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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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:

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**NONE**

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## 10. SMALL REQUIREMENTS:

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The minimum dollar value of orders to be issued is \$100.00.

## 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

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- The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:  
Special Item Number 132-53 – Wireless Services

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**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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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.

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**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

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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.

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**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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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.

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**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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

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

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

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

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

#### **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

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Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

#### **16. GSA ADVANTAGE!**

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GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

## 17. PURCHASE OF OPEN MARKET ITEMS

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NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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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

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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:

None.

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

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## 20. BLANKET PURCHASE AGREEMENTS (BPAS)

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

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## 21. CONTRACTOR TEAM ARRANGEMENTS

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

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## 22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the 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, de-installation, and reinstallation services under SIN 132-8.

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## 23. SECTION 508 COMPLIANCE

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If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

[www.dobson.net/](http://www.dobson.net/)

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

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

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## 24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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- (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.**

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

**27. ADVANCE PAYMENTS**

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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)

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**TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES  
(SPECIAL ITEM NUMBER 132-53)****1. ACCEPTANCE, INITIAL TERM, EXTENSION TERM AND TERMINATION**

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Once the wireless service (hereinafter "service(s)" defined to include wireless radio telecommunications services, data, and/or messaging services, related services, and/or features provided by Contractor in the area associated with equipment) has been activated for 48 hours, such service and accompanying equipment will be considered as accepted by the ordering activity. Ordering activity may also be referred herein as an "individual user" or "user".

The initial term for the services ("initial order term") will be stated on the ordering activity's purchase order ("order") and will begin on the date services are installed and available for the ordering activity's use. The minimum order term will be mutually agreed to by Contractor and ordering activity.

To avoid service interruptions at the end of the initial order term, in the event the ordering activity does not notify Contractor with at least with thirty (30) days written notice of its intent to terminate the order prior to the end of the initial order term, the order term will automatically extend for successive sixty (60)-day terms ("the extension term").

Upon expiration of the initial order term, either party may terminate an extension term with at least thirty (30) days advance written notice or the Ordering activity may execute a new order for services with a minimum term of 1 year.

To terminate Services, the ordering activity must provide Contractor with at least thirty (30) days prior written notice. The ordering activity will be responsible for payment of charges incurred through the effective date of termination and any additional charges or costs consistent with FAR 52.249-2.

Contractor will provide management of ordering activities requirements at "NO COST" as a fundamental component of its services.

**2. EQUIPMENT**

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

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

**3. WARRANTY**

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The Contractor shall provide a warranty covering each Contractor-provided device. The minimum warranty period shall be the duration of the manufacturer's commercial warranty.

The warranty shall commence upon the later of the following:

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

The Contractor will return equipment to the manufacturer for repair or replacement of the defective equipment. Contractor will provide ordering activity with loaner equipment equal to or better than purchased at NO COST during the time of manufacturer repair. Warranty services will be completed within thirty (30) working days upon delivery to manufacturer's plant. During such repair time at "no additional cost", Contractor's account

executives will manage and ensure that ordering activities services and equipment requirements continue uninterrupted during the referenced repair/replacement periods.

Warranty services are defined as complete upon return of repaired or replaced equipment to individual users. In the event, Contractor performs its warranty service by replacement of equipment, the individual user must return the defective equipment to the Contractor as soon as possible, but no later than fifteen (15) working days after notice to the Contractor.

#### **4. MANAGEMENT AND OPERATIONS PRICING**

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

#### **5. TRAINING**

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

NONE

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#### **6. INVOICES**

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Contractor will provide the ordering activity with a monthly invoice pursuant to commercial billing practices and procedures.

#### **7. REGULATORY FEES, CHARGES, AND TAXES**

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The ordering activity must pay the Contractor for all applicable taxes and other charges levied on services or equipment pursuant to federal, state, local, or international law or pursuant to those authorities' and the ordering activity's orders regulatory related charges including but not limited charges for E911 and the Universal Service Fund. In the event, the Contractor pays taxes and/or regulatory related charges described herein this Section 7 due to ordering activities requirements, ordering activity must reimburse Contractor within a reasonable time upon receipt of written request from Contractor. The Ordering Activity will furnish Contractor with evidence appropriate to establish exemption from any tax which the Ordering Activity is exempt and which was not included in the contract price.

#### **8. CHARGES**

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Ordering activity is responsible for paying all charges to its account(s) including, but not limited to: airtime, access, features, data usage, roaming, long distance, tolls or third party charges, directory and operator assistance charges, international toll calls, call forwarding, the price of equipment, and accessories. Contractor reserves the right to deliver some or all of long distance calls to a long distance provider of our choice. For all incoming and outgoing service, the length of the call will be measured during the time that user is connected to our system, which is approximately from the time "Send" is pressed or other key to initiate or answer a call until approximately the time "End" is pressed or other key to terminate the call. Airtime usage on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. If an incoming call has been forwarded to another phone number, charges are incurred for the entire time that Contractor's system handles the call. For calls made from or received in the ordering activities' "home calling area" ("home calling area" will be clearly identified by Contractor prior to activation of service), users will not be charged for busy or unconnected calls if the user presses "End" or "No" within a reasonable time as defined by industry standards. The ordering activity will be charged the applicable per minute rate when minutes used within a given month exceed those provided as part of the ordering activity's selected Rate Plan, except where "pooling of rate plan minutes" occurs for a specific ordering activity as described in the following Section 9.

“ROAMING” is defined to mean calls made outside of the ordering activity's home calling area and off Contractor's Network. Contractor's equipment is specifically designed and engineered to work only on its Network. Equipment works on another carrier's network only when a roaming agreement is in place between Contractor and the other providers. If Contractor does not have a roaming agreement in place, the ordering activity may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a coverage area that prevents connection with Contractor's Network and the ordering activity's dual-band phone is set to roam automatically and roaming fees may be incurred within a coverage area. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates the ordering activity pays for calls within its local calling area and on Contractor's Network. When roaming, the ordering activity is subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

“WIRELESS WEB SERVICES” are part of the services available through Contractor and may not be immediately available in some markets. Use of Wireless Web Services requires wireless internet-ready equipment, subject to any memory, storage or other limitation in the phone or other equipment. The Caller ID blocking feature is not available when using wireless web services. For data calls that are attempted, but not completed, the ordering activity will be charged for the time during which the network attempts to connect the call. The ordering activity user is charged for time spent connected to the wireless web or voice portal, including time spent browsing on the Internet or voice portal and reviewing or scrolling through Internet information on-line while still connected to the Contractor's Network. Not all Internet sites can be accessed and the ordering activity user may receive an error message if a site cannot be accessed through Contractor's services. Wireless web Services and voice portal data calls may not be available when an ordering activity user is roaming off Contractor's Network.

To prevent people receiving a call from seeing the Number assigned to the ordering activity's phone, the ordering activity must contact Contractor's designated customer service center regarding automatic Caller ID blocking. The Number assigned to each phone can be blocked on a per-call basis by dialing \*67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call the ordering activity makes. Caller ID display on incoming calls to the ordering activity's Number depends on receiving the information from the calling party.

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## **9. LOST OR STOLEN EQUIPMENT**

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If a phone or other equipment is lost or stolen, the ordering activity must notify Contractor by calling the customer service toll free telephone number that Contractor provides to each ordering activity. The ordering activity is responsible for all charges for Services provided to the Number for the lost or stolen equipment before Contractor is notified of the loss or theft. Contractor will deactivate Services to the Number upon notification of any loss or theft. The ordering activity may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, Contractor may require that the ordering activity exchange it for another phone or other equipment before Contractor reactivates Services (if Services are reactivated), as well as require the ordering activity to pay a reactivation fee. Contractor will deactivate Services to any Number without prior notice to the ordering activity if Contractor suspects any unlawful or fraudulent use of the Number. The ordering activity agrees to cooperate reasonably with Contractor in investigating suspected unlawful or fraudulent use.

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## **10. AVAILABILITY/INTERRUPTION.**

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Service is normally available to equipment when it is within the operating range of our system and may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation or interruption caused by weather, terrain, obstructions such as trees or buildings, and other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to reasons beyond our control or because of system capacity limitations and system repairs or modifications or to combat potential fraud.

A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. Due to the limitations of equipment and/or software of an answering ordering activity, a TTY -capable phone, may not function effectively, or at all, when attempting 911 calls. Therefore, a TTY device should not be relied on for 911 calls.

## **11. USE OF SERVICE/PHONE/NUMBER**

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Ordering activity must not use equipment or service for any abusive purpose or in any way, which damages Contractor's property or interferes with or disrupts Contractor's system or other users. Users must not transmit any communication, which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. Users are responsible for all content you transmit through your Phone. Resale of Service is prohibited without prior written contractual arrangements with Contractor and any required regulatory approvals. Contractor reserves the right to refuse to permit equipment purchased or acquired from other carriers or vendors to be used with our Service. Users may not install any amplifiers, enhancers, repeaters or other devices, which modify, disrupt or interfere in any way with the radio frequency licensed to us to provide Service. Users have no ownership rights to the Number, any IP address or any e-mail address provisioned by us to be used with any wireless IP service, and Contractor may change any such Number, IP address or e-mail address at any time with or without prior notice to user. By using Contractor's service, users agree to abide by the terms and conditions of any applicable software license.

Contractor will block calls to certain categories of numbers e.g. 976, 900 numbers.

## **12. NUMBER PORTABILITY**

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If an ordering activity requests that we port a telephone number from another carrier to use as the Number or the service, Contractor is specifically authorized to communicate and exchange information with the current carrier to validate and complete the port, and to port the telephone number. Contractor will make every effort to honor requests to port a telephone number from another carrier into our service. Ordering activity acknowledges that Contractor's ability to do so may be restricted by a number of factors, including but not limited to the policies or actions of the other carrier, the rate center in which the telephone number is assigned, or other technical, regulatory, or contractual limitations. If ordering activity terminates service with Contractor, we will make every effort to honor requests to port the Number to another carrier. Contractor may refuse to honor a request to port the Number to another carrier if the other carrier is not able to provide us with adequate validation information for the new account. E-911 service will be impaired during the processing of the port, which may take several hours or up to several weeks.

## **13. CONFIDENTIALITY**

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The ordering activity understands and acknowledges that Contractor's services contain valuable trade secrets of Contractor and its suppliers. The ordering activity will protect any software used by the ordering activity that is provided with or included in the Services, and will make no attempt to examine, copy, alter, reverse engineer, tamper with, or otherwise misuse such software. The ordering activity will not use the Cellular One trade name and any Contractor trademark or service mark in any fashion without the prior written consent of Contractor.

Proprietary Information that is identified as proprietary to either party which is delivered or disclosed to the other party will, for a period ending 3 years from the expiration or termination date of the Order, (i) be held in confidence by the receiving party; (ii) be disclosed only to those employees or authorized representatives on a need-to-know basis, and (iii) be used only in fulfillment of the receiving party's obligations under the Order. Neither party will be liable for the disclosure or use of such data or proprietary information which: (a) is, or becomes, publicly known, other than by breach of the Order; (b) is obtained by the receiving party from a third party without restriction, (c) is previously known by the receiving party; (d) is, at any time, developed by the receiving party completely independent of any disclosures hereunder; or (e) is required to be released by law.

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**14. WARRANTIES.**

EXCEPT AS OTHERWISE PROVIDED HEREIN CONTRACTOR MAKES NO WARRANTIES FOR SERVICES USED IN A MANNER INCONSISTENT WITH THIS AGREEMENT.

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**15. LIMITATION OF LIABILITY**

IN NO EVENT WILL CONTRACTOR BE LIABLE TO THE ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING: (i) AMOUNTS DUE THE ORDERING ACTIVITY FROM PERSONS TO WHOM THE ORDERING ACTIVITY SELLS PRODUCTS OR SERVICES USING THE SERVICE, (ii) DAMAGES ARISING FROM THE ACCESS TO THE ORDERING ACTIVITY'S CONTENT, OR DOWNLOADING BY A THIRD PARTY OF PRODUCTS, SERVICES, OR INFORMATION CONTAINED IN THE CONTENT WITHOUT AUTHORIZATION, OR (iii) CREDIT CARD VERIFICATION OR AUTHORIZATION OTHER THAN THOSE MADE BY CONTRACTOR. IN ADDITION, CONTRACTOR WILL, UNDER NO CIRCUMSTANCES, BE LIABLE TO THE ORDERING ACTIVITY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES, EVEN IF CONTRACTOR HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

CONTRACTOR IS NOT BE RESPONSIBLE FOR (i) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF THE ORDERING ACTIVITY, ITS AGENTS, SUBCONTRACTORS, SUPPLIERS, LICENSEES OR USERS; (ii) INTEROPERABILITY OF SPECIFIC ORDERING ACTIVITY APPLICATIONS; (iii) INABILITY OF THE ORDERING ACTIVITY OR ANY USER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET. (iv) INTERACTIONS WITH THIRD PARTIES THROUGH THE INTERNET; (v) SERVICES OR EQUIPMENT PROVIDED BY THIRD PARTIES; OR (vi) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET. CONTRACTOR WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS BY THIRD PARTIES TO THE ORDERING ACTIVITY'S OR ITS USER'S OR THIRD PARTIES TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF THE ORDERING ACTIVITY'S OR ITS USER'S OR THIRD PARTY'S NETWORK, SYSTEMS, APPLICATIONS, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD EXCEPT TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENCE, CONTRACTOR WILL NOT BE LIABLE FOR CLAIMS OR DAMAGES RESULTING FROM OR CAUSED BY: (i) THE ORDERING ACTIVITY'S FAULT, NEGLIGENCE OR FAILURE TO PERFORM THE ORDERING ACTIVITY'S RESPONSIBILITIES; (ii) CLAIMS AGAINST THE ORDERING ACTIVITY BY ANY OTHER PARTY (EXCEPT FOR CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT AS SPECIFIED HEREIN); (iii) ANY ACT OR OMISSION OF ANY OTHER PARTY; OR (iv) EQUIPMENT OR SERVICES FURNISHED BY A THIRD PARTY.

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**16. INDEMNIFICATION.**

Ordering activity will indemnify, defend and hold harmless Contractor its parent, subsidiary and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, ordering activity proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of claims related to: (i) the negligent or willful acts, errors or omissions of the ordering activity or its employees and agents; (ii) the ordering activity's Content, or the marketing and promotional activities of the ordering activity or its agents pertaining to the ordering activity's Content; and (iii) any transactions or dealings between the ordering activity and a third party. The claims indemnified under this subsection include copyright, trademark, service mark, patent and any other intellectual property-type claim.

Contractor will be indemnified and saved harmless by the ordering activity from and against all loss, liability, damage and expense, including reasonable attorney fees, caused by negligent acts or omissions of officers, employees, agents, or contractors of the ordering activity which result in claims and demands for damages to property or for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee's disability or death benefits; any claims arising from

information, data, or messages transmitted over the network by the ordering activity including, but not limited to, claims for libel, slander, invasion of privacy, infringement of copyright, and invasion and/or alteration of private records or data; and claims for infringement of patents arising from the use of hardware and software not provided by Contractor's in connection with its services.

If promptly notified of any action brought against the ordering activity based on a claim that Contractor provided services used by the ordering activity infringe a United States patent or copyright, Contractor will defend such action at its expense and will pay any and all fees, costs, or damages that may be finally awarded in such action or resulting settlement. In the event that a final injunction is obtained against the ordering activity prohibiting use of Services by reason of infringement of a United States patent or copyright, Contractor will at its option and expense either:

- A. Procure the right for the ordering activity to continue using the services; or
- B. Procure alternative services which furnish equivalent functionality; or
- C. Direct the ordering activity to return such services to Contractor, and in such event, the order relating to such returned services will terminate.

#### **17. PUBLIC INFORMATION.**

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The ordering activity understands that the service may require registrations and related administrative reports that are public in nature and that Contractor may include the ordering activity's designated administrative/technical point of contact(s) and contact information in directories as required by internet governing bodies (including, but not limited to, domain name service). At the time of order the ordering activity will be asked to provide its written authorization. The ordering activity's inability to provide such authorization may limit the level of service provided by Contractor.

#### **18. FORCE MAJEURE LIABILITY**

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Neither party shall be held liable for any delay or failure of performance of any part of this Agreement arising out of or resulting from any cause beyond its control and without its fault or negligence, including, without limitation, acts of God, acts or omissions of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, civil commotion or civil uprisings, insurrections, fires, explosions, nuclear accidents, strikes, lockouts, power blackouts, earthquakes, floods, hurricanes, tornadoes, volcanic actions, or other similar causes beyond its control.

## GSM PLANS & COVERAGE

### Statewide Plans (lower 48 states)

Monthly Service Charge	Anytime Minutes	Night & Weekend Minutes <sup>°</sup>	Nationwide Long Distance	Mobile to Mobile Calling <sup>°</sup>	Partner Plan
\$16.60	100	N/A	FREE	N/A	N/A
\$29.05	400	Unlimited	FREE	N/A	16.60 **
<b>\$45.65</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>FREE</b>	<b>Unlimited</b>	<b>41.50*</b>

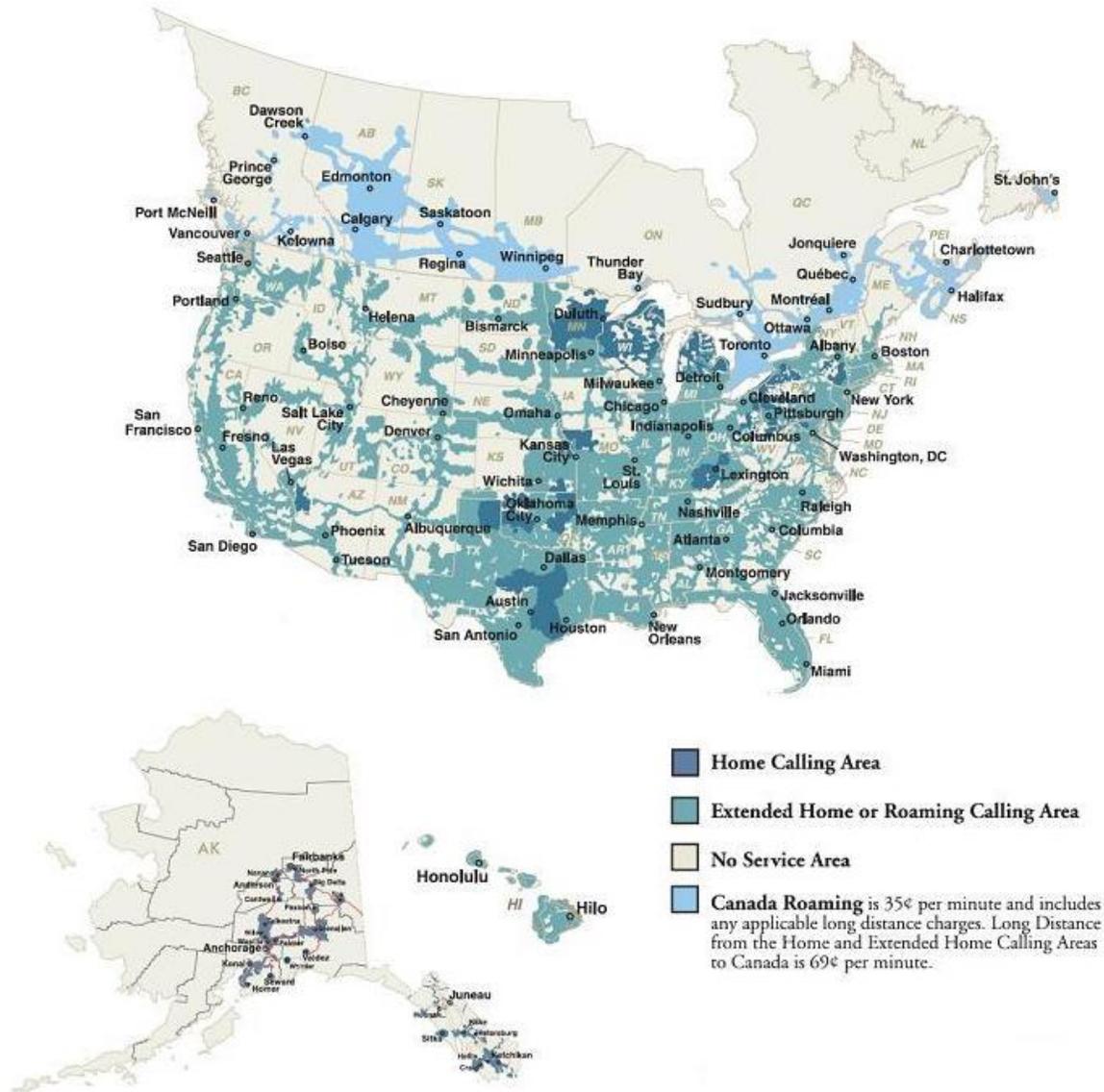
<sup>°</sup> From the Home Calling Area. Additional minutes: \$0.35. Roaming minutes are \$0.35 per minute. \*Only one Partner Plan available per Stop Counting Minutes Statewide Plan. Customers on the Stop Counting Minutes Statewide Plan must live in a Cellular One market and use at least 50% of their minutes on the Cellular One network. \*\*Add up to 4 lines per host line.

### National Plans (lower 48 states)

Monthly Service Charge	Anytime Minutes	Night & Weekend Minutes <sup>°</sup>	Nationwide Long Distance	Mobile to Mobile Calling	Partner Plan **
\$29.05	300	Unlimited	FREE	N/A	\$16.60
\$33.20	500	Unlimited	FREE	Unlimited	\$16.60
\$33.20	1,000	N/A	FREE	N/A	N/A
\$41.50	1,600	Unlimited	FREE	Unlimited	\$8.29
\$49.80	900	Unlimited	FREE	Unlimited	\$8.29
\$66.40	1,500	Unlimited	FREE	Unlimited	\$8.29
\$83.00	2,200	Unlimited	FREE	Unlimited	\$8.29
<b>\$83.00</b>	<b>Unlimited</b>	<b>Unlimited</b>	<b>FREE</b>	<b>Unlimited</b>	<b>N/A</b>
\$124.50	4,000	Unlimited	FREE	Unlimited	\$8.29
\$166.00	6,000	Unlimited	FREE	Unlimited	\$8.29
\$249.00	9,000	Unlimited	FREE	Unlimited	\$8.29

<sup>°</sup> From the Home Calling Area. Additional minutes: \$0.35. Roaming minutes are \$0.35 per minute. \*Only one Partner Plan available per Stop Counting Minutes Statewide Plan. Customers on the Stop Counting Minutes Statewide Plan must live in a Cellular One market and use at least 50% of their minutes on the Cellular One network. \*\*Add up to 4 lines per host line.

**NATIONAL PLAN COVERAGE**



Actual cellular coverage may vary due to terrain, weather or customer equipment. If there is a gap or other interruption of service within the home calling area which prevents continued connection to our network, your handset is pre programmed to automatically roam and roaming fees may be incurred. See your representative for details.

## ALASKA RATE PLANS & COVERAGE

### Alaska Statewide Plans

Monthly Service Charge	Anytime Minutes	Night & Weekend Minutes Starting at 7pm <sup>o</sup>	Statewide Long Distance*	Push 2 Talk	Roaming per Minute	Partner Plan**
\$16.60	150	N/A	FREE	N/A	\$0.35	N/A
\$29.05	400	\$8.30	FREE	Available	\$0.35	\$12.45
\$37.35	900	\$8.30	FREE	Available	\$0.35	\$12.45
\$49.80	Unlimited	Unlimited	FREE	Available	\$0.35	37.35 <sup>1</sup>
\$58.10	1,900	\$8.30	FREE	Available	\$0.35	\$12.45
\$70.55	2,500	\$8.30	FREE	Available	\$0.35	\$12.45

**Regional Mobile to Mobile:** Unlimited calling from Cellular One phone to another Cellular One phone when placing or receiving calls in the Home Calling Area. **Add for only \$8.29 per month.**

### Alaska National Plans

Monthly Service Charge	Minutes Coverage Area	Night & Weekend Minutes Starting at 7pm <sup>o</sup>	Nationwide Long Distance*	Push 2 Talk	Mobile to Mobile Calling <sup>o</sup>	Partner Plan**
\$45.65	450	Unlimited	FREE	Available	Unlimited	\$16.60
\$58.10	600	Unlimited	FREE	Available	Unlimited	\$16.60
\$70.55	850	Unlimited	FREE	Available	Unlimited	\$16.60
\$83.00	1,250	Unlimited	FREE	Available	Unlimited	\$8.29
\$103.75	Unlimited	Unlimited	FREE	Available	Unlimited	N/A
\$149.40	2,500	Unlimited	FREE	Available	Unlimited	\$8.29
\$207.50	4,000	Unlimited	FREE	Available	Unlimited	\$8.29

**National Mobile to Mobile:** Includes calls from one Cellular One phone to another Cellular One phone in the Home Calling Area.

*Additional minutes are \$0.35 each.*

<sup>o</sup> From Home Calling Area.

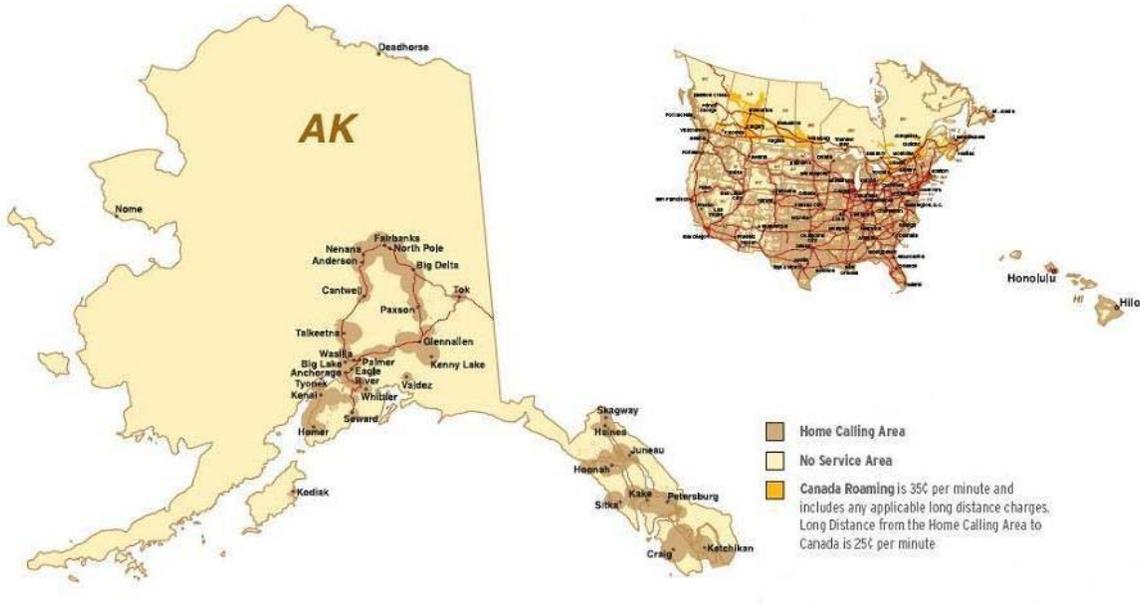
<sup>1</sup> Only one Partner Plan is allowed on this plan.

\*\* Add up to 4 partner lines per host.

\* Free long distance on statewide plans applies to calls made from Alaska Home Calling Area to the 907 area code. Long distance to the remaining 49 states is \$0.15 per minute. Unlimited nights and weekend airtime is from 9:00 PM – 6:00 AM Monday – Friday and from 9:00 PM Friday until 6:00 AM Monday. Customers must live in a Cellular One market and use at least 50% of their minutes on the Cellular One Network.

**Push2Talk (Alaska Only) \$16.59 per month**  
Instantly talk to your employees, co-workers or contractors at the push of a button!

**ALASKA COVERAGE MAP**



Actual cellular coverage may vary due to terrain, weather or customer equipment. If there is a gap or other interruption of service within the home calling area which prevents continued connection to our network, your handset is pre programmed to automatically roam and roaming fees may be incurred. See your representative for details.

## DATA SERVICES

### Signalink Packages – Message + Browser + Downloads

Signalink™	Monthly Charge	Included Data	Text Messages	Multimedia Messages	Download Credits	Share
Basic	\$8.30	2 MB	400	50	0	\$4.15
Plus	\$16.60	10 MB	2000	100	1	\$8.30
Premium	\$20.75	Unlimited	Unlimited	Unlimited	2	\$10.38

Compatible device required. Additional incoming and outgoing messages are \$0.10 each. Incoming and outgoing international text messages are \$0.25 each. Signalink may not be used for laptop or PDA connectivity. Data usage beyond your package allotment or without a plan is \$0.03 per KB. Download credits are valued at no more than \$2.50 each and cannot be shared with other lines.

1MB = 1024KB

### Wireless Internet Data Access

Monthly Charge	Data	Data Overage	Share (50% off)
\$4.15	1 MB	\$0.03 per KB	\$2.08
\$8.30	5 MB	\$0.03 per KB	\$4.15
\$12.45	Unlimited	N/A	\$6.23

1MB – 1024KB

Data usage without plan is billed at \$0.03 per KB.

### Text Messaging

Monthly Charge	Text Messages	Add'l Messages	Share (50% off)
\$4.15	200	\$0.10 per message	\$2.08
\$8.30	1000	\$0.10 per message	\$4.15
\$12.45	Unlimited	N/A	\$6.23

### Blackberry Communicator and Smartphone Plans

Data Device	Monthly Charge	Data Service	Voice Service
Blackberry (BIS only)	\$24.90	Unlimited	\$0.50 per minute without voice plan
Blackberry	\$41.50	Unlimited	\$0.50 per minute without voice plan
Smart Phone	\$33.20	Unlimited	\$0.50 per minute without voice plan

**Quicklink Mobile (Laptop Connectivity)**

Monthly Charge	Included Data*	Overage per KB*
\$16.60	5 MB	\$0.003
\$24.90	10 MB	\$0.003
\$49.80	Unlimited	N/A

**Telemetry Solutions**

Monthly Charge	Included Data*	Overage per KB*
\$7.47	500 KB	\$0.02
\$9.96	1 MB	\$0.01
\$11.62	2 MB	\$0.01
\$41.50	Unlimited	N/A

\* In Home Calling Area.

1MB = 1024 KB

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

**1. PREAMBLE**

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Dobson Cellular Systems, Inc. d/b/a Cellular One provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**2. COMMITMENT**

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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 the Contractor.



BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
  - (b) Contract Number;
  - (c) BPA Number;

- (d) Model Number or National Stock Number (NSN);
  - (e) Purchase Order Number;
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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

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

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

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