

CONTRACT NUMBER: GS00T00NSD0012
CONTRACT MODIFICATION No. PS11

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO. PS11		3. EFFECTIVE DATE 6/14/05	4. REQUISITION/PURCHASE REQ. NO. N/A		1	81
6. ISSUED BY General Services Administration (GSA) Federal Technology Service TQN-1 (June Company) Center for Contract Management & Administration 10300 Eaton Place, 5th Floor Fairfax, VA 22030-2213		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO.		
AT&T Corporation 1900 Gallows Road, 6th Floor Vienna, VA 22182				9B. DATED (SEE ITEM 11)		
CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. GS00T00NSD0012		
FACILITY CODE				10B. DATED (SEE ITEM 13) 02-01-2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 - CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 1999)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the Satellite Telecommunications Service offerings under GSA Contract GS00T00NSD0012.

Details: See attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Robert Radtke, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JUNE M. CAMPANY - CONTRACTING OFFICER	
15B. CONTRACTING OFFICER <i>(Signature of Person authorized to sign)</i>	15C. DATE SIGNED 6/9/05	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 6/14/05

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FAR (48 CFR) 53.243

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Contract No.: GS00T00NSD0012

To **General Services Administration,**
Federal Telecommunications Service
For Commercially Available Services, Satellite and Video

Revised October 24, 2001



Offeror **AT&T Corp**
1900 Gallows Road
Vienna, VA 22182

RESTRICTION ON DISCLOSURE AND USE OF DATA (APR 1984)

Use or disclosure of data contained on this sheet is subject to the restrictions on the Limited Rights Legend of this contract.



Limited Rights Legend

Contract No: GS00T00NSD0012

Contractor: AT&T Corp

AT&T Corp – Proprietary

All pages that contain a reference to the restriction on this page.

This contract includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of — or in connection with — the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages of this contract.

Use or disclosure of data contained on this sheet is subject to the restrictions on the Limited Rights Legend page of this contract.

This document contains confidential, trade secret, commercial or financial information owned by an AT&T Company and is submitted for evaluation purposes only. It is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) under Exemption (b) (4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C. 1905).

Trademark Acknowledgments

Every effort has been made to identify trademark information in the accompanying text. However, this information may unintentionally have been omitted in referencing particular products. Product names that are not so noted may also be trademarks of their respective manufacturers.

PowerVu is a registered trademark of Scientific Atlanta, Inc.

Windows is a registered trademark of Microsoft Corporation.

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AT&T Solution

Overview

The purpose of this document is to propose an AT&T solution to meet the requirements of the Government Alliance for Training and Education (GATE) and other Government end-users for Digital Compressed Satellite Services (DCSS) and Interactive Distance Learning (IDL). In addition, AT&T Government Solutions designs and builds end-to-end satellite solutions that include:

- [Interactive Distance Learning, including classroom design and Learning](#)
- [Special Event Broadcasting](#)
- [IP Streaming](#)
- [Equipment Support](#) - Designing and building an entirely new network Earth Stations (a.k.a., satellite dishes) Studios- Video and audio distribution - Management systems - Delivery to the desktop - Installing and maintaining your satellite network equipment- Integrating your existing Earth Station equipment into our standards-based architecture
- Full network management (including broadcast scheduling).
- Course/Content Development that is SCORM-compliant
- Video-on-Demand
- Ad hoc or dedicated satellite bandwidth
- Fixed or mobile uplinks and downlinks
- MPEG/DVB standards-based PowerVu technology
- Optional IP-based video to the desktop capability
- Video production and content development
- VIPER (Virtual Interactive Production EnviRonment), a virtual studio system for cost effective production

Our Satellite Broadcast Services support the [Government Education and Training Network \(GETN\)](#) which supplies dozens of channels of Distance Learning Programming to Department of Defense and Civilian federal agencies to thousands of personnel annually.

We can assemble a turnkey program that encompasses every aspect from configuring satellite systems to developing course material. Our IDL solution can include a Learning Management System to rapidly and reliably deliver real-time learning, mission-critical training and continuing education -- and the means to measure and certify results.

Event Broadcasting

For occasional-use requirements, our satellite services let you broadcast special or recurring events to multiple sites, as well as support content acquisition from the event to the production studio. Services can include cameras, lighting, mobile uplinks and downlinks, and the required personnel -- even on-air talent.

Satellite-based IP Streaming

Our IP streaming capability delivers all types of content including videos and large data files directly to the desktop or mobile device. Delivery can be in real time or provided on demand for playback at the user's convenience.

Equipment Support

- AT&T's proposed solution for the GETN is designed to maintain existing interoperability among the GETN community agencies and enhance the performance of the networks that comprise the community. The AT&T solution also provides for new Government customers and applications.

As one of the Government's current satelliteservice providers AT&T has a thorough understanding of both the Government's current requirements and how emerging technologies will change the requirements for delivering effective and efficient distance learning and satellite technologies in the future.

Our experience enables us to tailor installation and acceptance testing to meet agencies' needs for accelerated start-up intervals with transparent and high quality service initiation.

Industry Standard Technology Platform utilizing the Scientific Atlanta PowerVu® Technology Platform

In providing IDL satellite service, AT&T uses the Scientific Atlanta *PowerVu* products and other integrated components which support the Moving Picture Experts Group-2 (MPEG-2)/ Digital Video Broadcast (DVB) standards. *PowerVu* is the technology platform of choice for a vast number of both corporate distance learning networks and major television networks around the globe. Features of this technology platform include:

- MPEG-2 Compression Standards
 - DVB Compliant Broadcasting
 - Support of both Single Carrier Per Channel (SCPC) and Multiple Carrier Per Channel (MCPC) Broadcasting.
 - Remote and/or local Force Tuning of Signals between Carriers
 - Closed Captioning
 - Internet Protocol (IP) Multicast Migration Path.
-
- AT&T can evaluate your existing IDL network to determine feasibility to upgrade to the Scientific Atlanta *PowerVu* product which would allow your network to inter-operate with the embedded base of AT&T Government Solutions customers or we can install a new platform to meet your specific requirements.

The Scientific-Atlanta IDL equipment supports closed and open captioning provided the customer has the originating equipment in their studios for this function. All recommended equipment is certified by the vendor to be Year 2000 compliant (Y2K). In addition, some models support IP streaming capability allowing video content to be distributed to the desktop either directly or through a LAN.

Space Segment Availability and Pricing

AT&T will provide satellite space segment access 24 hours per day, seven days a week for our GETN community. This space segment will provide coverage to the contiguous 48 states, Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands (USVI). This bandwidth can be procured on an hourly ad-hoc space segment or dedicated channel for AT&T GETN managed uplinks that support IDL. In addition, AT&T can secure specific dedicated bandwidth to meet your IDL or satellite bandwidth requirements. Optional turn around uplink service can be provided for extended footprint requirements at an additional charge.

The loading plan of the transponder that supports GETN will be designed to allow uplinks to broadcast in both the Single Carrier Per Channel (SCPC) and Multiple Carrier Per Channel (MCPC) configurations. This will allow uplinks broadcasting in the MCPC configuration to enjoy a cost benefit for better utilizing the transponder.

Pricing for space segment will be billed on a dedicated channel or fixed hourly basis, and is provided with **Attachment B**.



Space Segment Scheduling

AT&T will provide on-line access capabilities in a view-only mode to IDL users to view scheduled broadcasts up to eighteen months in the future. Scheduled (confirmed) hourly broadcasts will be subject to cancellation or change charges, based on the following:

<i># of calendar days prior to confirmed broadcast</i>	<i>Cancellation Charge</i>
0 - 7	Confirmed space segment time will be billed in full - See Attachment B
8 - 14	50% of confirmed space segment time will be billed - See Attachment B
15 or more	No cancellation charge applies
<i># of calendar days prior to confirmed broadcast</i>	<i>Change Charge</i>
0 - 2	Confirmed hourly broadcasts requiring a time change or change in viewing locations will be billed a change charge of \$252.48. (CLIN B-0002, quantity, 2)
3 or more	No change charge applies

Home Channel

AT&T will bring an important standard feature as part of its IDL network management offering: a 24-hour home channel which can be received at any time on the remote site Television (TV) set. This can be used to ensure that your remote sites are tuned properly and are ready to receive a broadcast at a moment's notice. This feature helps identify trouble sites prior to customers' test times, providing a higher level of participation during programs and avoiding the majority of the last minute trouble calls. As an added bonus, the home channel provides headline news programming.

Turn Around Broadcasting

AT&T will provide optional turn around broadcasting for GETN community broadcast requirements requiring transmission to locations beyond the footprint for the satellite that

normally provides service. AT&T will also provide turn around broadcasting on a satellite other than the one that regularly provides services.

Pricing for these broadcasts will be provided on an individual case basis (ICB).

Installation and Services

AT&T is committed to implementing your network in an efficient manner. The implementation, administration, and performance of your rollout program are managed under the guidance of the AT&T Program Manager, who ensures that network deployment is completed on schedule.

Under the Program Manager's direction, the project's Installation Account Coordinator coordinates Field Installation.

AT&T furnishes all necessary labor, equipment, and materials to perform the installations and site surveys. This includes the following responsibilities of AT&T and the customer:

1. Customer provides AT&T with accurate site information, including a central point-of-contact at each location, specific site address, and site telephone number(s).
2. Customer orders all necessary AT&T equipment designated per the network design for installation at the uplink and/or downlink sites.
3. Customer prepares the site, including appropriate electrical outlets, a telephone and a television monitor. AT&T installs all downlink terminal equipment as outlined in planning sessions.
4. AT&T advises Customer, at time of installation, if cabling and site exception charges regarding special equipment and non-standard installation items will exceed pre-approved amounts.
5. AT&T will manage the installation of the ordered equipment in accordance with all local and national electrical codes. Placement of the equipment will be in accordance with the Customer-approved plan unless a change has been requested, in writing, by the Customer to the AT&T Program Manager and approved, prior to installation.
6. Subsequent to activation, AT&T will install the ordered equipment and/or aligns the antenna to the satellite, performs a signal strength test in conjunction with the Video Network Operations Center (VNOC) and verifies proper satellite acquisition and/or operation of equipment.
7. The Customer's on-site representative inspects the installation, verifies acceptance test demonstration, and signs the Installation Completion Report as acceptance of the equipment and/or antenna system. The Customer's representative shall not unreasonably withhold site acceptance when all installation requirements have been met.

Acceptance Test Demonstration

AT&T will demonstrate the successful operation of equipment, in accordance with the following criteria, to the Customer's on-site representative prior to the signing of the Installation Completion Report:

1. Transmission and reception of a compressed digital signal. Customer is responsible for ensuring that a Television Monitor is available at the time of this test.
2. Measurement and recording of the PowerVu signal quality reading of seven (7) or greater in clear weather.
3. Observe audio conferencing unit talker levels and satellite audio muting during local audio return to ensure proper operation, where applicable. Customer is responsible for ensuring that a telephone and outlet are available for this test.
4. Test the keypad functions and site controller functions, as well as audio levels and muting functions, of interactive keypad systems.
5. Provide verification of the IRD control channel functions such as authorization and channel select.
6. Provide photographs of newly installed antenna, front and rear of installed room equipment, and room where equipment is installed.
7. Provide proper operation of studio, test equipment, uplink system or system integration operation as appropriate to secure confirmation with end user on operation of equipment installation.

Installation Timeframes and Pricing

Downlink/Uplink site surveys will be scheduled and completed within 25 business days from receipt of customer order, contingent upon site access. Standard installation for downlinks will complete within 30 business days from receipt of customer approved survey (contingent upon landlord, permit and customer approval of any quote for incidental items and/or work which was identified during the site survey.) and 90 business days (contingent upon landlord, permit and customer approval of any quote for incidental items and/or work which was identified during the site survey.) for uplinks. Miscellaneous equipment, studio and special event installation timelines will be negotiated with the end-user in compliance with project requirements and equipment availability.

Pricing is provided in the **Attachment** sections of this document.

Maintenance

AT&T is committed to maintaining your satellite service after deployment.

AT&T full-service maintenance package provides our customers with complete coverage in an economical, convenient and timely manner. With the full-service maintenance approach, AT&T will restore uplink and downlink systems that fail due to equipment failures and provide a monthly activity report.

In many cases, the same technician who installs the downlink also provides maintenance. If there are any problems, call-ins are accepted Monday through Friday 8:00 a.m.-5:30 p.m. Eastern Time (ET) with network operations supported 24 hours a day, seven days a week. Inbound calls will be in queue with a maximum hold time of no longer than three minutes. Any call holding longer than three minutes will be routed to a second level help desk. Network site management tools are used to track dispatched work to ensure that all work is completed in a timely manner. When appropriate, AT&T will dispatch a field technician to the site to provide maintenance services.

AT&T will provide next business day maintenance service throughout the continental United States provided the call is received by 3 p.m. ET, Monday through Friday. If received after 3 p.m., maintenance service will be administered on the second business day.

AT&T does not provide a regular schedule of preventive maintenance because of the ability of customer site coordinators to verify the downlink's working condition at any time due to the home channel. However, all downlink equipment including cable, connectors, and components such as IRDs and audio response units will be inspected upon any occurrence of a maintenance or trouble dispatch.

AT&T maintains a complete inventory and provides for the deployment of spare equipment. Spare equipment is deployed from an AT&T central spares depot to any location throughout the continental United States.

Specific pricing for equipment maintenance is provided on **Attachment D**. All locations with upgraded or new antenna systems installed by AT&T under this contract are required to order maintenance as part of their initial order. Billing for monthly maintenance will commence during the month that the equipment installation is completed and accepted for service.

Service Aggregation

Using agency inputs, AT&T will develop and maintain an on-line database of Federal Government user downlinks accessible to users in a view only mode.

The information in the database will include agency name, exact location (e.g. city, street, building and/or room number), and contact name, telephone number, Facsimile (Fax) number, and Electronic mail (e-mail) address for each downlink site.

Training

AT&T understands that the success of a satellite network relies heavily on how well the site coordinators use the system. Therefore, our overall offering is designed to be as “user friendly” as possible, with training and ongoing support to provide site coordinators with the necessary comfort level and confidence to maximize use of the system.

This begins at the time of the installation, when the on-site technician provides the site coordinator(s) with an overview of the downlink installation and walk through of the IRD, including menu function keys or a thorough review of the new equipment and its operational components.

AT&T recommends that each downlink location participate in a site coordinator introductory/training program. AT&T can assist in the development of the program, including content, scheduling, and on-air talent. The program(s) should be live, include interaction, cover all aspects of the technologies installed at their sites and how to contact the AT&T Video Network Operations Center (VNOC) for assistance, review their responsibilities and how to use the home channel to maximize their comfort level and system performance.

Many users create reference guides, which graphically display the specific downlink system and configuration design of their respective network. Quite often, the guides are in the form of laminated cards/sheets attached to or near the IRD or TV monitor.

AT&T can assist with the development and design of these reference guides.

Network Management

The AT&T Management System, located in our VNOC, is a software-based conditional access management system that is integrated into the satellite network and maintains the databases. Conditional access, the process of ensuring that only targeted receive sites receive program material, can be accomplished through program encryption as well as selectively addressing program material to receivers. To accomplish this, the Network Management System sends control commands to the encoders to control encryption and sends authorization commands to the IRDs via the encoder.

The Network Management software package provides the following feature capabilities:

1. Programs may be sent either in the clear or encrypted to provide flexibility in protecting sensitive information.
2. Clear programs are sent to all viewing locations so those programs can be sent to the widest possible audience.
3. Each encrypted program has a unique key to provide the highest level of security.
4. Programs may be targeted towards selected groups and/or individual receivers. Targeting groups makes it easy to send programs to specific audiences with particular interests or

characteristics. Targeting individual receivers provides complete control in selecting the audience.

5. Programs can be remote and/or locally force-tuned to the individual receiver to the appropriate channel, designated for each specific program. The uplink will be controlled by a computer linked to the uplinks and equipment over a terrestrial data connection.
6. Programs can be sent simultaneously over multiple channels, allowing a wide array of programming and to dedicate channels to specific uses. Viewers can have a wide selection of channels from which to choose for viewing.
7. Viewers may switch channels and view the new program within seconds, as long as they are authorized for the new program, thereby allowing them use their receivers like TV sets.

Recovery Plan

In the event of catastrophic loss of the satellite, or if usage requirements exceed availability on the procured satellite, AT&T will negotiate space segment capacity. As soon as AT&T becomes aware of such loss or availability deficiencies, AT&T will proceed immediately to procure space segment within a timely fashion on a satellite that meets footprint options as first priority, then content as a second delineating factor. In the event of a failure requiring recovery of an AT&T-provided satellite transponder providing space segment, AT&T will provide an assessment to the GSA contracting officer and the GSA program manager of the efforts required to recover space segment and earth stations as soon as possible, but not later than, 7 days after the failure.

In the event of failure of an AT&T-provided satellite transponder providing space segment, the recovery plan will be divided into two plans. The first will be to procure additional space segment capacity. The second will be to recover the earth stations by re-pointing them (if necessary) to "view" the satellite providing additional space segment capacity. Departments/agencies unable to broadcast previously scheduled hourly broadcasts due to transponder failure will not be charged for this time. Departments/agencies who have monthly, dedicated space segment channels and are unable to broadcast due to transponder failure will receive a credit for 1/30th of the monthly recurring charge for each day of service outage, per dedicated channel.

Space Segment Recovery Plan

As soon as AT&T becomes aware of the failure of an AT&T-provided satellite transponder providing space segment, AT&T will immediately proceed to make every reasonable effort to procure space segment to provide service. However, given the limited availability of satellite transponders and the inability to predict the severity of a failure at any point in time, AT&T cannot guarantee that space segment will be on the same satellite or provide equivalent capacity, power, footprint coverage or pricing as currently available. In the event of new space segment charges, AT&T will provide to GSA a modification to this contract that reflects any changes in capacity, power, footprint coverage or pricing. Modification to space segment pricing will be found in Attachment B. AT&T will provide the GSA contracting officer and GSA program manager with updates to its recovery plan assessment as soon as they are available, but not later than weekly, until such time as space segment is restored or AT&T and GSA agree that such updates are no longer required.

Earth Station Recovery Plan

If space segment on the same satellite cannot be procured and procurement of space segment on a different satellite is required, re-pointing of uplinks and downlinks will be required to restore service to existing networks. Pricing for re-pointing of uplinks and downlinks for service restoration is provided in Attachment G. AT&T will provide the GSA contracting officer and GSA program manager with updates to its recovery plan assessment as soon as they are available, but not later than weekly, until such time as space segment is restored or AT&T and GSA agree that such updates are no longer required.

Related Optional Equipment

AT&T will provide related optional equipment for use with this service on a purchase only basis. A listing of this equipment and pricing is provided with **Attachment E**.

Ordering

AT&T will accept orders from approved designated agency representatives via facsimile, electronic mail, or by telephone. Within 90 days of contract award, AT&T will also begin accepting orders online and via electronic data interchange (EDI).

AT&T will maintain a presence on the World Wide Web (WWW) for access by all Government users of the service by registering Government users' .mil or .gov email addresses. All Government users of the service will have read only access to the electronically maintained contract on the website. The WWW website will also provide a secure ordering page. These capabilities will be provided within 90 days of contract award.

AT&T will provide customers the following customer service as a minimum: 24-hours per day, 7-days per week toll free access to a customer service center, procedures for ordering service, procedures for payment, Government sales contacts and telephone numbers, and pricing (with the GSA management fee embedded).

Billing and Pricing

AT&T will bill individual ordering Government entities directly for services in US Dollars. Pricing will include a 2 percent General Services Administration (GSA) management fee, which will be subject to all appropriate taxes and surcharges. Payment will be accepted by electronic funds transfer or check. Additionally, within 90 days of contract award, AT&T will begin accepting payment by Government credit card. The 2 percent GSA Management Fee will be remitted to GSA Technical Control Facility (TCF) 10304 Eaton Place, Fairfax City, VA 22030 by the end of the month following collection.



Clarifications

FAR 52.212-4(o) Warranty.

AT&T provides a warranty that the services provide herein are merchantable. However, a warranty of fitness for a particular purpose is not offered as a part of this proposal.

Monthly Reporting Requirements

A. Monthly Sales Report

AT&T will send monthly sales reports for each month. One copy of the monthly sales report will be provided to the Contracting Officer at the address in block 9 of the SF 1449. If there is no sales activity, the report will be provided stating NO SALES.

Financial Team Address:

General Services Administration
Federal Technology Services (FTS) (TCF)
10304 Eaton Place
Fairfax, VA 22030-2213

Attn: Robin E. Short

Phone: (703) 306-6123 Facsimile: (703) 306-6175

A.1 Payment of GSA Processing Fee

A check for the GSA processing fee of 1% will be sent monthly for the sum of all GSA processing fee payments received by AT&T for the previous month. For orders received on or after October 1, 2000, a check for the GSA processing fee of 2% will be sent monthly for the sum of all GSA processing fee payments received by AT&T for the previous month. The check will be sent to the GSA cashier's office at the following address:

General Services Administration
Federal Technology Services (FTS) (TCF)
10304 Eaton Place
Fairfax, VA 22030-2213

The check will be payable to GSA and identified with the following information:

Government Agency Name
Delivery/Task Order Name
Delivery/Task Order Number

A copy of the check will be sent with the Check Report (see paragraph B below) to the Financial Team and the Contracting Officer.

B. Monthly Check Report

A Check Report will be sent with a copy of the check to the Financial Team and the Contracting Officer. The check report will provide detail relating back to which GSA processing fee(s) were paid by the check, showing individual dollar amounts and identifying number of each order being paid. This information will be provided not later than the 10th of the following month.

C. Defense Information Systems Agency (DISA) DoD Reporting

AT&T will, on a semi-annual basis, prepare and submit a report identifying all Department of Defense (DoD) requirements satisfied by the contract to the Defense Information Systems Agency (DISA) Attn: D314, 701 South Courthouse Road, Arlington VA 22204-2199. The reports will be submitted to DISA not later than June 30th and December 30th of each year, and will contain the following information:

- (1) Customer
- (2) Network Name
- (3) Satellite(s) Used
- (4) Transponder(s) Used
- (5) Satellite Beam(s) Used
- (6) Bandwidth Occupied (KHz//MHz)
- (7) Power Used (dBW)
- (8) Percent of Available Power Used
- (9) Terminals Type & Location
- (10) Total Service Cost
- (11) Period of Performance

GSA Clauses

GSA Minimum Revenue Guarantee

The General Services Administration's minimum revenue guarantee for this contract is \$100.00.

Type and Term of the Contract

The General Services Administration intends to award a FAR PART 12 Indefinite Delivery, Indefinite Quantity Government-wide agency contracts (GWAC) on a fixed-priced basis for a base period through January 31, 2001. There are five-12 months options included and if exercised the maximum term of this contract would not exceed 72 months or six years.

Contract Administration

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract (SF 1449). Communications pertaining to contract administration

matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes. Please note that the Contracting Officer is hereby changed from Rodger G. Hoover to June Company. The new Contracting Officer's mailing address is the same as shown on the SF 1449. The Contracting Officer may also be reached at (703) 306-6463 and via e-mail at: june.company@gsa.gov.

FAR Clauses

52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract will be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of this contract through the GSA awarded base year. GSA may exercise five 12-month options, which would extend the maximum term of the contract not to exceed 72 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is AT&T obligated to furnish, those supplies or services under the contract.

(b) Maximum order. AT&T is not obligated to honor--

(1) Any order for a single item in excess of \$2,000,000.00;

(2) Any order for a combination of items in excess of \$25,000,000.00; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from AT&T if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, AT&T will honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the

ordering office within 5 days after issuance, with written notice stating AT&T's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance will be made only as authorized by orders issued in accordance with the Ordering clause. AT&T will furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government will order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period will be completed by AT&T within the time specified in the order. The contract will govern AT&T's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that AT&T will not be required to make any deliveries under this contract after its expiration.

52.212-3 Offeror Representations and Certifications--Commercial Items (Oct 1999)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

X * TIN: 13-492-4710.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

X * Other Corporate entity (not tax-exempt).

(5) Common parent.

* Offeror is not owned or controlled by a common parent;

* Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ___ is, ___ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ___ has, ___ has not submitted a completed application to the Small Business

Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ___ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It X has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It X has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It X has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.) (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":



(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

[Insert line item numbers]

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ___ are, X are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ___ Have, X have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ___ are, X are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

52.212-4 Contract Terms and Conditions--Commercial Items (May 1999)

(a) Inspection/Acceptance. AT&T will only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. AT&T or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. AT&T will proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. AT&T will be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of AT&T and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. AT&T will notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, will remedy such occurrence with all reasonable dispatch, and will promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. AT&T will submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--
- (1) Name and address of AT&T;
 - (2) Invoice date;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. AT&T will indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided AT&T is reasonably notified of such claims and proceedings.

(i) Payment. Payment will be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract will remain with AT&T until, and will pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, AT&T will immediately stop all work hereunder and will immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, AT&T will be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges AT&T can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. AT&T will not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit AT&T's records. AT&T will not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by AT&T, or if AT&T fails to comply with any contract terms

and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government will not be liable to AT&T for any amount for supplies or services not accepted, and AT&T will be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination will be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract will pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. AT&T warrants and implies that the items delivered hereunder are merchantable.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, AT&T will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. AT&T will comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. AT&T agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

(9) The specification.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. Items (May 1999)

(a) AT&T agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) AT&T agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I) (Jul 1995) (41 U.S.C. 253g and 10 U.S.C. 2402

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (Oct 1999)(15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (Oct 1999)(15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

- ___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- X (12) 52.222-26, Equal Opportunity (Feb 1999)(E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)(38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)(38 U.S.C. 4212).
- ___ (16) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ___ (17) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ___ (18) [Reserved]
- ___ (19) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ___ (20) 52.225-19, European Union Sanction for Services (E.O. 12849).
- ___ (21)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ___ (ii) Alternate I of 52.225-21.
- ___ (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) AT&T agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. AT&T agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of AT&T's directly pertinent records involving transactions related to this contract.

(2) AT&T will make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated will be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract will be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require AT&T to create or maintain any record that AT&T does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, AT&T is not required to include any FAR clause, other than those listed below (and as may be

required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

52.217-9 Option to Extend the Term of the Contract. (Nov 1999)

(a) The Government may extend the term of this contract by written notice to AT&T within 60 DAYS [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives AT&T a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires.

The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract will be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, will not exceed 72 months or 6 years.

GSAM Clauses

552.212-71 Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items. (SEP 1999)

AT&T agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to the acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The contracting officer should either check the provision and clauses that apply or delete the provisions and clauses that do not apply from the list. The contracting officer may add the date of the provision or clause if desired for clarity.]

(b) Clauses.

 X 552.203-71 Restriction on Advertising (SEP 1999)



 X 552.228-70 Workers Compensation Laws (SEP 1999)

 X 552.232-23 Assignment of Claims (SEP 1999)

 X 552.232-73 Availability of Funds (SEP 1999)

Acronyms

-C-

CLI	Compression Labs, Inc.
CONUS	Continental United States
CCU	Classroom Control Unit

-D-

DCSS	Digital Compressed Satellite Services
DVB	Digital Video Broadcast

-E-

e-mail	Electronic mail
EIRP	Equipment Isotropic Radiated Power
ET	Eastern Time

-F-

Fax	Facsimile
FTS2000	Federal Telecommunications System 2000

-G-

GATE	Government Alliance for Training and Education
GSA	General Services Administration

-H-

HPA	High Powered Amplifier
-----	------------------------

-I-

ICB	Individual Case Basis
IDL	Interactive Distance Learning
IFL	InterFacility Link
IP	Internet Protocol
IRD	Integrated Receiver/Decoder



-L-

LNB Low Noise Block

-M-

Mbps Megabits per second
MCPC Multiple Carrier Per Channel
MPEG-2 Moving Picture Experts Group-2

-N-

NPR Non-Penetrating Roof (Mount)
NTU National Technological University

-P-

PBS Public Broadcasting Service

-S-

SCPC Single Carrier Per Channel

-T-

TCF Technical Control Facility
TV Television

-V-

VIPER Virtual Interactive Production EnviRonment
VNOc Video Network Operations Center



A

Attachment A

Upgrade Pricing

Note: Prices in Attachment A do not include any taxes, fees, licenses, or other assessments that may apply.

Upgrade to Existing CLI SpectrumSaver Downlink Systems Locations			
CLIN	Description	Unit Price	Unit Price
		1 - 99* Downlinks	100+* Downlinks
A-0001	Upgrade Kit Per Downlink (CONUS)	\$2,428.81	\$1,832.97
A-0002	Upgrade Kit Per Downlink (Alaska, Hawaii, Puerto Rico, USVI)	\$2,428.81	\$2,186.44
Each Kit for CLINs A-0001 and A-0002 includes: <ul style="list-style-type: none"> ■ (1) Scientific Atlanta BSR-9234 Integrated Receiver/Decoder ■ Project Management ■ Installation Labor ■ Shipping ■ Replacement LNB (if necessary) ■ Site Coordinator Training ■ Documentation ■ Reprint and certification of existing equipment to meet specifications 			
A-0003	Upgrade Kit Per Downlink (CONUS)	\$1,807.72	\$1,363.37
A-0004	Upgrade Kit Per Downlink (Alaska, Hawaii, Puerto Rico, USVI)	\$2,272.28	\$1,716.83

Each Kit for CLINs A-0003 and A-0004 includes:

- (1) Scientific Atlanta BSR-9235 Integrated Receiver/Decoder
- Project Management



- Installation Labor
- Shipping
- Replacement LNB (if necessary)
- Site Coordinator Training
- Documentation
- Repoint and certification of existing equipment to meet specifications

A.T. Products Microphone System Upgrade

CLIN	Description	Price
A-0005	AT 2001 Microphone System Upgrade (order when upgrading from a CLI <i>SpectrumSaver</i> IRD to a Scientific Atlanta <i>PowerVu</i> IRD)	\$201.98

* Downlink pricing notes:

Maintenance must also be ordered. See Attachment D for applicable CLIN and pricing information.

Pricing for non-standard installation services such as rock or tree removal and special structural interfaces will be provided on an individual case basis. Pricing for special mounts will be provided on an individual case basis. The lower prices represent a volume discount and will be provided for each downlink upgrade identified in CLINs A-0001 through and including A-0004 contained in the same order. Alternatively, a volume discount will be provided when multiple orders are received as part of an upgrade project, and provided the project orders are received within a 30-day period.



Upgrade to Existing CLI SpectrumSaver Uplink/Hub System Locations

CLIN	Description	Unit Price	Unit Price
		1 - 9** Uplinks	10+** Uplinks
Non-Redundant Systems			
A-0006	0:1 PowerVu Video Compression System	\$145,092.48	\$131,287.13
A-0007	0:2 PowerVu Video Compression System	\$240,449.35	\$217,128.71
A-0008	0:3 PowerVu Video Compression System	\$388,630.10	\$343,366.34
A-0009	0:4 PowerVu Video Compression System	\$449,001.98	\$393,861.39
A-0010	0:5 PowerVu Video Compression System	\$539,590.10	\$479,702.97
A-0011	0:6 PowerVu Video Compression System	\$605,233.66	\$540,297.03
A-0012	0:7 PowerVu Video Compression System	\$663,000.00	\$612,504.95
A-0013	0:8 PowerVu Video Compression System	\$720,766.34	\$660,172.28
Redundant Systems			
A-0014	1:1 PowerVu Video Compression System	\$240,449.35	\$217,128.71
A-0015	1:2 PowerVu Video Compression System	\$388,630.10	\$343,366.34
A-0016	1:3 PowerVu Video Compression System	\$449,001.98	\$393,861.39
A-0017	1:4 PowerVu Video Compression System	\$539,590.10	\$479,702.97
A-0018	1:5 PowerVu Video Compression System	\$605,233.66	\$540,297.03
A-0019	1:6 PowerVu Video Compression System	\$663,000.00	\$612,504.95
A-0020	1:7 PowerVu Video Compression System	\$720,766.34	\$660,172.28
A-0021	1:8 PowerVu Video Compression System	\$786,409.90	\$725,815.84

Each SCPC/MCPC PowerVu Encoder System

Includes:

- Site Survey
- Encoder equipped with appropriate channels
- Modulator with 70Mhz IF interface
- Multiplexer
- Conditional access
- PCC 1000 Control system (MCPC systems in 0:2 configuration and above equipped with PCC 2000 system)



- Equipment Racks (as required)
- VDA/ADA (as required)
- Video Patch Panel
- Audio Patch Panel
- Installation, Activation and Testing
- One (1) day on-site training
- Repoint and certification of existing equipment to meet specifications

** Uplink pricing notes:

Maintenance and Network Management must also be ordered. See Attachment D for applicable CLIN and pricing information.

The ratio format numbers above such as 1:4 show the number of redundancy encoders followed by the number of active encoders. Therefore, 1:4 represents 1 redundancy encoder and 4 active encoders.

Amplifier upgrades may be ordered under CLINs A-0022 or A-0023 below.

AC Power Stabilization upgrade may be ordered under CLIN A-0026 below.

The lower prices represent a volume discount and will be provided for each uplink (private hub) upgrade identified in CLINs A-0006 through and including A-0021 contained in the same order. Alternatively, a volume discount will be provided when multiple orders are received as part of an upgrade project, and provided the project orders are received within a 30-day period.

Existing Amplifier System Upgrade to a High Performance Amplifier (HPA) System		
CLIN	Description	Price⁺
A-0022	Upgrade to 125W HPA System (recommended for 1:1 and below systems)	\$159,059.41
A-0023	Upgrade to 300W HPA System (recommended for 1:2 and above systems)	\$201,475.25

+ - Amplifier System Upgrade pricing note:

This upgrade must be installed as part of an overall uplink/hub upgrade described in CLINs A-0006 through and including A-0021 above.



FTS2000E Lease Buy-out option		
CLIN	Description	Price
A-0024	Lease Buy out of FTS2000E downlinks	\$1.01
A-0025	Lease Buy out of FTS2000E uplinks	\$10.10

AC Power Stabilization Upgrade		
CLIN	Description	Price⁺⁺
A-0026	AC Power Stabilization	\$30,297.03

++ - AC Power Stabilization upgrade pricing note:

Locations that order and accept the AC Power Stabilization upgrade benefit by receiving a lower monthly maintenance fee (required). See Attachment D for ordering and pricing information.



Analog to Digital Studio Upgrade

AT&T can update analog studios to digital capability with the packages below

CLIN	Description	Price
A-0100	Site Survey	\$1,220.00
A-0101	Analog to Digital Studio Control Room Upgrade	\$ 437,227.16
A-0102	Analog to Digital Primary Studio Upgrade	\$ 110,533.18
A-0103	Analog to Digital Secondary Studio Upgrade	\$ 67,033.07
A-0104	Lighting Upgrade (when ordered with a studio upgrade above)	\$37,527.84

Analog to Digital Studio Upgrade pricing note:

Upon upgrade completion, maintenance may be ordered. See Attachment D for ordering and pricing information



Attachment B

B

Space Segment Pricing

Note: Prices in Attachment B do not include any taxes, fees, licenses, or other assessments that may apply.

<i>GETN Hourly Space Segment Pricing*</i>					
# Total Usage Hours/Month CLIN>>>>	Price/Half-Hour MCPC @ 1.5Mbps B-0001	Price/Half-Hour SCPC @ 2.5Mbps B-0002	Price/Half-Hour MCPC @ 2.5Mbps B-0003	Price/Half-Hour SCPC @ 4.5Mbps B-0004	Price/Half-Hour MCPC @ 4.5Mbps B-0005
1 - 100	\$656.44	\$1,060.40	\$959.41	\$1,767.33	\$1,666.34
101 – 200	\$328.22	\$517.57	\$467.08	\$883.66	\$807.92
201 – 300	\$214.60	\$328.22	\$302.97	\$555.45	\$504.95
301 – 400	\$151.49	\$239.85	\$214.60	\$403.96	\$378.71
401 – 500	\$126.24	\$191.88	\$176.73	\$328.22	\$302.97
501 – 600	\$111.09	\$161.58	\$151.49	\$277.72	\$252.48
601-700	\$90.89	\$141.39	\$131.29	\$252.48	\$227.23
701+	\$80.79	\$126.24	\$116.14	\$227.23	\$201.98

<i>Monthly Dedicated Channel Space Segment Pricing*</i>		
CLIN	Description	Price
B-0006	Single 2.5 MHz Channel	\$20,854.46
B-0007	Single 4.0 MHz Channel	\$35,346.53
B-0009	Dedicated Bandwidth per customer footprint / MHz requirement	ICB

<i>Turn Around Space Segment Pricing*</i>		
CLIN	Description	Price



B-0008

Turn Around Service

ICB

* Space Segment Pricing Notes:

Hourly usage is billed in half-hour (30 minute) increments. The total usage hours are the aggregate number of hours billed to the GETN during the monthly billing cycle.

Usage on a dedicated channel ordered under CLINs B-0006 and B-0007 does not aggregate with the hourly usage ordered under CLINs B-0001 through and including B-0005.

Scheduled (confirmed) hourly broadcasts will be subject to cancellation or change charges, based on the following:

# of calendar days prior to confirmed broadcast	Cancellation Charge
0 - 7	Confirmed space segment time will be billed in full
8 - 14	50% of confirmed space segment time will be billed
15 or more	No cancellation charge applies
# of calendar days prior to confirmed broadcast	Change Charge
0 - 2	Confirmed hourly broadcasts requiring a time change or change in viewing locations will be billed a change charge of \$252.48. (CLIN B-0002, quantity, 2)
3 or more	No change charge applies



Attachment C



New Earth Station (Downlink and Uplink) Equipment Pricing

Notes: Prices in Attachment C do not include any taxes, fees, licenses, or other assessments that may apply. Prices for equipment in Attachment C provide for customer ownership.

***New CONUS Downlink
Systems with the BSR-9834
PowerVu IRD (per
downlink)***

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price
		1 - 99* Downlinks	100 - 299* Downlinks	300 - 499* Downlinks	500+* Downlinks
C-0001	Site Survey	\$605.94	\$605.94	\$605.94	\$605.94
C-0002	1.2m Antenna System (System) with Non-Penetrating Roof Mount (NPR)	\$4,344.55	\$4,117.33	\$3,980.99	\$3,890.10
C-0003	1.2m System with High Wind NPR Mount	\$5,117.13	\$4,851.52	\$4,691.76	\$4,585.42
C-0004	1.2m System with Ground Mount	\$4,460.69	\$4,227.41	\$4,087.84	\$3,994.62
C-0005	1.8m System with Standard NPR Mount	\$5,445.35	\$5,162.57	\$4,993.72	\$4,880.81
C-0006	1.8m System with High Wind NPR Mount	\$6,036.14	\$5,724.08	\$5,537.25	\$5,412.52
C-0007	1.8m System with Ground Mount	\$5,314.06	\$5,038.36	\$4,872.93	\$4,762.65
C-0008	2.4m System with Standard NPR Mount	\$7,349.01	\$6,971.31	\$6,745.09	\$6,594.11
C-0009	2.4m System with Ground Mount	\$6,626.93	\$6,285.58	\$6,080.78	\$5,944.24



***New CONUS Downlink
 Systems with the BSR-9834
 PowerVu IRD (per
 downlink)***

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price
		1 - 99* Downlinks	100 - 299* Downlinks	300 - 499* Downlinks	500+* Downlinks
C-0010	3.0m System with Standard NPR Mount	\$9,909.11	\$9,404.16	\$9,100.38	\$8,898.20
C-0011	3.0m System with Ground Mount	\$8,071.09	\$7,657.03	\$7,409.40	\$7,243.98
C-0012	3.7m System with Standard NPR Mount	\$11,090.69	\$10,526.16	\$10,187.44	\$9,961.62
C-0013	3.7m System with Ground Mount	\$9,515.25	\$9,029.49	\$8,738.03	\$8,543.72
C-0014	2.4m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0015	3.0m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0016	3.7m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB

Each Downlink Includes:

- Receive Only Antenna
- Low Noise Block (LNB) converter
- (1) Scientific Atlanta BSR-9234 Integrated Receiver/Decoder (IRD)
- Up to 200' of PVC IF Cable
- Grounding kit
- Project Management
- Installation Labor
- Shipping
- Site Coordinator Training
- Documentation



<i>New OCONUS Downlink Systems with the BSR-9834 PowerVu IRD (per downlink)</i>					
CLIN	Description	Unit Price 1 - 99* Downlinks	Unit Price 100 - 299* Downlinks	Unit Price 300 - 499* Downlinks	Unit Price 500+* Downlinks
<i>Alaska and Hawaii</i>					
C-0001	Site Survey	\$605.94	\$605.94	\$605.94	\$605.94
C-0017	1.2m Antenna System (System) with Non-Penetrating Roof Mount (NPR)	\$4,768.71	\$4,520.28	\$4,371.22	\$4,271.84
C-0018	1.2m System with High Wind NPR Mount	\$5,541.29	\$5,253.47	\$5,081.98	\$4,967.16
C-0019	1.2m System with Ground Mount	\$4,884.85	\$4,630.36	\$4,478.06	\$4,376.37
C-0020	1.8m System with Standard NPR Mount	\$5,869.50	\$5,566.53	\$5,383.94	\$5,262.55
C-0021	1.8m System with High Wind NPR Mount	\$6,460.30	\$6,127.03	\$5,927.47	\$5,794.27
C-0022	1.8m System with Ground Mount	\$5,738.22	\$5,441.31	\$5,263.16	\$5,144.40
C-0023	2.4m System with Standard NPR Mount	\$7,914.55	\$7,508.57	\$7,265.39	\$7,103.10
C-0024	2.4m System with Ground Mount	\$7,333.86	\$6,957.17	\$6,731.15	\$6,580.48
C-0025	3.0m System with Standard NPR Mount	\$10,686.73	\$10,142.40	\$9,815.79	\$9,598.06
C-0026	3.0m System with Ground Mount	\$8,848.71	\$8,396.28	\$8,124.82	\$7,943.84
C-0027	3.7m System with Standard NPR Mount	\$12,080.40	\$11,466.38	\$11,097.96	\$10,852.36
C-0028	3.7m System with Ground Mount	\$10,504.95	\$9,969.70	\$9,648.55	\$9,434.46
C-0029	2.4m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0030	3.0m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0031	3.7m System with High Wind	ICB	ICB	ICB	ICB



***New OCONUS Downlink
 Systems with the BSR-9834
 PowerVu IRD (per
 downlink)***

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price
		1 - 99* Downlinks	100 - 299* Downlinks	300 - 499* Downlinks	500+* Downlinks
Penetrating Roof Mount					
<i>Puerto Rico, USVI</i>					
C-0001	Site Survey	\$605.94	\$605.94	\$605.94	\$605.94
C-0032	1.2m Antenna System (System) with Non-Penetrating Roof Mount (NPR)	\$4,344.55	\$4,117.33	\$3,980.99	\$3,890.10
C-0033	1.2m System with High Wind NPR Mount	\$6,490.59	\$6,156.32	\$5,955.35	\$5,821.53
C-0034	1.2m System with Ground Mount	\$5,874.55	\$5,570.57	\$5,388.59	\$5,267.10
C-0035	1.8m System with Standard NPR Mount	\$6,859.21	\$6,506.75	\$6,294.47	\$6,153.29
C-0036	1.8m System with High Wind NPR Mount	\$7,450.00	\$7,067.25	\$6,838.00	\$6,685.00
C-0037	1.8m System with Ground Mount	\$6,727.92	\$6,381.52	\$6,173.69	\$6,035.13
C-0038	2.4m System with Standard NPR Mount	\$9,116.34	\$8,650.77	\$8,371.03	\$8,184.70
C-0039	2.4m System with Ground Mount	\$8,394.26	\$7,965.05	\$7,706.72	\$7,534.83
C-0040	3.0m System with Standard NPR Mount	\$12,383.37	\$11,754.20	\$11,376.70	\$11,125.03
C-0041	3.0m System with Ground Mount	\$11,110.89	\$10,545.35	\$10,206.02	\$9,979.80
C-0042	3.7m System with Standard NPR Mount	\$14,625.35	\$13,884.08	\$13,439.32	\$13,142.81
C-0043	3.7m System with Ground Mount	\$13,049.90	\$12,387.41	\$11,989.91	\$11,724.91
C-0044	2.4m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0045	3.0m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0046	3.7m System with High Wind	ICB	ICB	ICB	ICB



New OCONUS Downlink Systems with the BSR-9834 PowerVu IRD (per downlink)

CLIN	Description	Unit Price 1 - 99* Downlinks	Unit Price 100 - 299* Downlinks	Unit Price 300 - 499* Downlinks	Unit Price 500+* Downlinks
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Penetrating Roof Mount

Each Downlink Includes:

- Receive Only Antenna
- Low Noise Block (LNB) converter
- (1) Scientific Atlanta BSR-9234 Integrated Receiver/Decoder (IRD)
- Up to 200' of PVC IF Cable
- Grounding kit
- Project Management
- Installation Labor
- Shipping
- Site Coordinator Training
- Documentation

New CONUS Downlink Systems with the BSR-9235 PowerVu IRD (per downlink)

CLIN	Description	Unit Price 1 - 99* Downlinks	Unit Price 100 - 299* Downlinks	Unit Price 300 - 499* Downlinks	Unit Price 500+* Downlinks
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C-0001	Site Survey	\$605.94	\$605.94	\$605.94	\$605.94
C-0047	1.2m System with Non-Penetrating Roof Mount (NPR)	\$4,008.30	\$3,807.33	\$3,687.63	\$3,607.47
C-0048	1.2m System with High Wind NPR Mount	\$4,780.87	\$4,541.52	\$4,398.40	\$4,302.78
C-0049	1.2m System with Ground Mount	\$4,124.44	\$3,918.42	\$3,794.48	\$3,711.99
C-0050	1.8m System with Standard	\$5,109.09	\$4,853.58	\$4,700.36	\$4,598.18



***New CONUS Downlink
 Systems with the BSR-9235
 PowerVu IRD (per
 downlink)***

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price
		1 - 99* Downlinks	100 - 299* Downlinks	300 - 499* Downlinks	500+* Downlinks
	NPR Mount				
C-0051	1.8m System with High Wind NPR Mount	\$5,699.88	\$5,415.09	\$5,243.89	\$5,129.89
C-0052	1.8m System with Ground Mount	\$4,977.80	\$4,729.37	\$4,579.58	\$4,480.02
C-0053	2.4m System with Standard NPR Mount	\$7,012.75	\$6,662.32	\$6,451.73	\$6,311.48
C-0054	2.4m System with Ground Mount	\$6,290.67	\$5,976.59	\$5,787.42	\$5,661.61
C-0055	3.0m System with Standard NPR Mount	\$9,572.85	\$9,094.16	\$8,807.02	\$8,615.57
C-0056	3.0m System with Ground Mount	\$7,734.83	\$7,348.04	\$7,116.05	\$6,961.35
C-0057	3.7m System with Standard NPR Mount	\$10,754.44	\$10,217.17	\$9,894.08	\$9,678.99
C-0058	3.7m System with Ground Mount	\$9,178.99	\$8,720.50	\$8,444.67	\$8,261.09
C-0059	2.4m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0060	3.0m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0061	3.7m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB

Each Downlink Includes:

- Receive Only Antenna
- Low Noise Block (LNB) converter
- (1) Scientific Atlanta BSR-9235 Integrated Receiver/Decoder (IRD)
- Up to 200' of PVC IF Cable
- Grounding kit
- Project Management
- Installation Labor



- Shipping
- Site Coordinator Training
- Documentation

***New OCONUS Downlink
 Systems with the BSR-9235
 PowerVu IRD (per
 downlink)***

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price
		1 - 99* Downlinks	100 - 299* Downlinks	300 - 499* Downlinks	500+* Downlinks
<i>Alaska and Hawaii</i>					
C-0001	Site Survey	\$605.94	\$605.94	\$605.94	\$605.94
C-0062	1.2m System with Non-Penetrating Roof Mount (NPR)	\$4,432.46	\$4,211.29	\$4,077.86	\$3,989.21
C-0063	1.2m System with High Wind NPR Mount	\$5,205.03	\$4,944.48	\$4,788.63	\$4,684.53
C-0064	1.2m System with Ground Mount	\$4,548.59	\$4,321.37	\$4,184.71	\$4,093.73
C-0065	1.8m System with Standard NPR Mount	\$5,533.25	\$5,256.53	\$5,090.59	\$4,979.92
C-0066	1.8m System with High Wind NPR Mount	\$6,124.04	\$5,818.04	\$5,634.12	\$5,511.64
C-0067	1.8m System with Ground Mount	\$5,401.96	\$5,132.32	\$4,969.80	\$4,861.76
C-0068	2.4m System with Standard NPR Mount	\$7,578.30	\$7,199.58	\$6,972.03	\$6,820.47
C-0069	2.4m System with Ground Mount	\$6,997.60	\$6,648.18	\$6,437.80	\$6,297.84
C-0070	3.0m System with Standard NPR Mount	\$10,350.48	\$9,833.41	\$9,522.44	\$9,315.43
C-0071	3.0m System with Ground Mount	\$8,512.46	\$8,087.29	\$7,831.46	\$7,661.21
C-0072	3.7m System with Standard NPR Mount	\$11,744.14	\$11,157.39	\$10,804.61	\$10,569.72
C-0073	3.7m System with Ground Mount	\$10,168.69	\$9,660.71	\$9,355.20	\$9,151.82
C-0074	2.4m System with High Wind	ICB	ICB	ICB	ICB



New OCONUS Downlink Systems with the BSR-9235 PowerVu IRD (per downlink)

CLIN	Description	Unit Price 1 - 99* Downlinks	Unit Price 100 - 299* Downlinks	Unit Price 300 - 499* Downlinks	Unit Price 500+* Downlinks
	Penetrating Roof Mount				
C-0075	3.0m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0076	3.7m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
<i>Puerto Rico, USVI</i>					
C-0001	Site Survey	\$605.94	\$605.94	\$605.94	\$605.94
C-0077	1.2m System with Non-Penetrating Roof Mount (NPR)	\$5,422.16	\$5,151.50	\$4,988.39	\$4,879.94
C-0078	1.2m System with High Wind NPR Mount	\$6,194.73	\$5,884.69	\$5,699.15	\$5,575.26
C-0079	1.2m System with Ground Mount	\$5,538.30	\$5,261.58	\$5,095.23	\$4,984.47
C-0080	1.8m System with Standard NPR Mount	\$6,522.95	\$6,196.75	\$6,001.11	\$5,870.66
C-0081	1.8m System with High Wind NPR Mount	\$7,113.74	\$6,758.26	\$6,544.64	\$6,402.37
C-0082	1.8m System with Ground Mount	\$6,391.66	\$6,072.53	\$5,880.33	\$5,752.50
C-0083	2.4m System with Standard NPR Mount	\$8,780.08	\$8,340.77	\$8,077.67	\$7,902.07
C-0084	2.4m System with Ground Mount	\$8,058.00	\$7,655.05	\$7,413.36	\$7,252.20
C-0085	3.0m System with Standard NPR Mount	\$12,047.11	\$11,445.21	\$11,083.34	\$10,842.40
C-0086	3.0m System with Ground Mount	\$10,774.63	\$10,236.36	\$9,912.66	\$9,697.17
C-0087	3.7m System with Standard NPR Mount	\$14,289.09	\$13,575.09	\$13,145.96	\$12,860.18
C-0088	3.7m System with Ground Mount	\$12,713.64	\$12,078.42	\$11,696.55	\$11,442.28
C-0089	2.4m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB



New OCONUS Downlink Systems with the BSR-9235 PowerVu IRD (per downlink)

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price
		1 - 99* Downlinks	100 - 299* Downlinks	300 - 499* Downlinks	500+* Downlinks
C-0090	3.0m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB
C-0091	3.7m System with High Wind Penetrating Roof Mount	ICB	ICB	ICB	ICB

Each Downlink Includes:

- Receive Only Antenna
- Low Noise Block (LNB) converter
- (1) Scientific Atlanta BSR-9235 Integrated Receiver/Decoder (IRD)
- Up to 200' of PVC IF Cable
- Grounding kit
- Project Management
- Installation Labor
- Shipping
- Site Coordinator Training
- Documentation

* Downlink pricing notes:

Maintenance must also be ordered. See Attachment D for applicable CLIN and pricing information.

Pricing for non-standard installation services such as rock or tree removal and special structural interfaces will be provided on an individual case basis. Pricing for special mounts will be provided on an individual case basis.

The lower prices represent a volume discount and will be provided for each downlink upgrade identified in CLINs C-0002 through and including C-0091 contained in the same order. Alternatively, a volume discount will be provided when multiple orders are received as part of an upgrade project, and provided the project orders are received within a 30-day period.



High wind mounts for the 2.4m, 3.0m and 3.7m antenna systems generally require penetrating roof mounts which will be priced on an individual case basis.

<i>New Uplink Systems</i>		
CLIN	Description	Unit Price*
C-0100	Site Survey	\$3,570.00
C-0101	New (Ku Band) Uplink	ICB

Each SCPC/MCPC PowerVu Encoder System

Includes:

- Antenna
- RF Systems
- Modulator Control System (MCS)
- Encoder equipped with appropriate channels
- Modulator with 70Mhz IF interface
- Multiplexer
- Conditional access
- PCC 1000 Control system (MCPC systems in 0:2 configuration and above equipped with PCC 2000 system)
- Equipment Racks (as required)
- VDA/ADA (as required)
- Video Patch Panel
- Audio Patch Panel
- Installation, Activation and Testing
- One (1) day on-site training

* Uplink Pricing Notes

Maintenance must also be ordered. See Attachment D for applicable CLIN and pricing information.



Pricing for non-standard installation services such as rock or tree removal and special structural interfaces will be provided on an individual case basis. Pricing for special mounts will be provided on an individual case basis.

Uplinks may be ordered in redundant or non-redundant configurations and with either indoor or outdoor electronics.

Attachment D

D

Maintenance Charges and Network Management Fee

Note: Prices in Attachment D do not include any taxes, fees, licenses, or other assessments that may apply.

Monthly Maintenance Service Charge and Network Management Fee		
CLIN	Description	Price
D-0001	Downlink Maintenance Service, per downlink (includes one PowerVu IRD)	\$49.99
D-0002	Additional PowerVu IRD Maintenance Service, per additional IRD	\$13.13
D-0003	Uplink Maintenance Service, per uplink (includes one channel)	\$3,534.65
D-0004	Uplink Maintenance Service, per uplink with AC Power Stabilization (includes one channel)	\$2,019.80
D-0005	Uplink Additional Channel Maintenance Service, per additional channel (a redundancy channel is considered an additional channel)	\$302.97
D-0006	Network Management Fee, per uplink (regardless of channel configuration)	\$1,615.84
D-0007	Arel keypad Maintenance Service, per classroom control unit (includes classroom control unit)	\$13.13
D-0008	One-Touch keypad Maintenance Service, per site controller (includes site controller)	\$13.13
D-0009	Tandberg 6000 Maintenance Service, per unit, per month	\$ 80.67

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Contract.



D-0010	Additional equipment maintenance at AT&T managed hub that supports IP hub upgrade or the addition of additional studio equipment, per month.	\$ ICB
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Monthly Maintenance Fee for Viper and Analog to Digital Studio Upgrades (Optional)

D-0201	VIPER or Studio Upgrade maintenance	\$5,554.46
	Includes:	
	■ Annual Preventive Maintenance	
	■ GlobeCaster software upgrades	
	■ 24 x 7 Access to Engineering Support	
	■ 24 hr Business Day Response (i.e., if received by noon Monday; response by noon Tuesday)	

Notes:

At uplink sites, Un-interruptible Power Supply (UPS) and Power Surge Protection equipment must be present as provided by the customer.

Maintenance Service disconnect orders:

When AT&T receives a disconnect order for any of the CLINs above and disconnects service prior to the 15th of the month, the monthly maintenance charge will not be assessed for that month. When AT&T receives a disconnect order for any of the CLINs above and disconnects service on or after the 15th of the month, the full monthly maintenance charge will be assessed for that month.

Attachment E

E

Related Optional Equipment Pricing

Note: Prices in Attachment E do not include any taxes, fees, licenses, or other assessments that may apply. Prices in Attachment E provide for customer ownership.

Additional Integrated Receiver/Decoders		
CLIN	Description	Price
E-0001	Additional Scientific Atlanta BSR-9834 Integrated Receiver/Decoder ordered at the time of downlink upgrade or with new downlink installation	\$1,062.38
E-0002	Additional Scientific Atlanta BSR-9235 Integrated Receiver/Decoder ordered at the time of downlink upgrade or with new downlink installation	\$1,060.40
E-0003	Additional Scientific Atlanta BSR-9834 Integrated Receiver/Decoder ordered subsequent to a downlink upgrade or new downlink installation	\$1567.33
E-0004	Additional Scientific Atlanta BSR-9235 Integrated Receiver/Decoder ordered subsequent to a downlink upgrade or new downlink installation	\$1,262.38
One Touch Systems		
CLIN	Description	Price
E-0101	VRS Host Computer	\$21,465.45
E-0102	ITL – 4 Instructor Toolkit Software	\$6,564.36
E-0103	Remote Operations Software	\$6,564.36
E-0104	AS703 Assistant Station	\$3,676.04
E-0105	Phone Controller	\$1,903.66
E-0106	Touch Screen	\$6,498.71
E-0107	Remote Site Controller	\$1,963.25
E-0108	Remote SC Software	\$1,312.87



E-0109	Response Keypad	\$130.28
E-0110	Remote Site Installation(includes (1) Site Controller and up to (15) keypads)	\$787.72
E-0111	Installation, training, & support of host equipment (4 days)	\$6,892.57
E-0112	Project Management and host site installation support	\$13,128.71

Arel Communications

CLIN	Description	Price
E-0201	Host hardware (includes LCU & Com Server, Database server & local hub)	\$40,895.94
E-0202	Assistant station w/ DBR software	\$7,877.23
E-0203	21" Touch screen monitor	\$5,907.92
E-0204	Authoring tool (5 user license)	\$787.72
E-0205	NMS station hardware (optional)	\$2,625.74
E-0206	NMS software license (optional)	\$39,386.14
E-0207	SME station hardware (optional)	\$2,625.74
E-0208	SME software license (optional)	\$17,067.33
E-0209	Installation, training, & support of host equipment (4 days)	\$6,564.36
E-0210	Project Management and host site installation support	\$13,128.71
E-0211	Remote Site Installation (includes (1) Site Controller and up to (15) Response units)	\$787.72
E-0212	Classroom Control Unit (CCU) H/W & PC LAN Card	\$1,247.23
E-0213	9" Black and White monitor for CCU	\$128.26
E-0214	CCU S/W license for up to 7 ports per site	\$1,294.69
E-0215	CCU telephony card for PC @ 7 ports per site	\$1,942.04
E-0216	LCD phone set and RJ11 phone cords	\$85.84
E-0217	Main Site cable for IRU's (33 ft.) with 12 input terminal box	\$98.97

A.T. Products

CLIN	Description	Price
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E-0308	A31 Push to Talk Microphone	\$138.36
E-0309	M31 Mini Push to Talk Microphone	\$183.80

E-0318	AT 2001 Microphone System (includes telephone handset interface, single line telephone interface, and (1) M31 Microphone)	\$1,464.36
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Virtual Interactive Production EnviRonment (VIPER)

VIPER provides for both studio and control room equipment. Maximum flexibility is available from this studio utilizing the unique Holosettm system, enabling virtual sets at a fraction of the cost of real studio sets.

E-0500	VIPER Site Survey	\$1,220.00
E-0501	VIPER Configuration A	\$372,060.02
	Order Configuration A when Distance Learning, Role-play and Business Television type Productions are required and a larger studio is used.	
E-0502	VIPER Configuration B	\$246,712.50
	Order Configuration B when Distance Learning is the studio's prime application, and space is a limiting factor. Ideal for a smaller studio where a single instructor delivers content.	

Attachment F

F

Exception Pricing

Note: Prices in Attachment F do not include any taxes, fees, licenses, or other assessments that may apply.

Special Efforts for Downlink Sites (Extra & Special-Efforts Costs)		
CLIN	Description	Price Unit
F-0001	Install IF cable (more than 200' per cable run)	\$1.84 per foot
F-0002	Furnish PVC cable (more than 200' per cable run—material only)	\$0.66 per foot
F-0003	Furnish plenum-rated cable (material only)	\$1.97 per foot
F-0004	Furnish and install 1" conduit (not buried)	\$4.27 per foot
F-0005	Trench asphalt and concrete	\$5.20 per foot
F-0006	Furnish / Install ground wire (first 35' included in standard installation price)	\$1.65 per foot
F-0007	Trench, provide and bury 1" conduit up to 6" deep (normal soil in excess of 100'; first 100' included in standard installation price)	\$5.25 per foot
F-0008	RF drops, including wall plate	\$111.59 per drop
F-0009	Install and provide PVC RF cable	\$2.76 per foot
F-0010	Install and provide plenum-rated RF cable	\$4.07 per foot
F-0011	Distribution system design	\$111.59 per hour
F-0012	Charge to return to site	\$459.50 per visit
F-0013	Building permit labor	\$110.28 per hour
F-0014	Building permit cost	ICB
F-0015	Registered Professional Engineering design services	\$196.93 per hour
F-0016	Stamped Engineering drawings	\$459.50 per set
F-0017	Paint antenna reflector custom color	\$328.22 per antenna
F-0018	Special lifts (to hoist antenna and mount into place)	ICB
F-0019	Bonded roofer and sealing of roof	ICB
F-0020	Additional site survey	\$504.95 per survey
F-0021	Miscellaneous labor	\$110.28 per hour



F-0022	Union labor (if required)	ICB
F-0023	Miscellaneous material	ICB

Pricing for non-standard installation services such as rock or tree removal and special structural interfaces will be provided on an individual case basis. Pricing for special mounts will be provided on an individual case basis.

Attachment G



Recovery Plan Pricing

Note: Prices in Attachment G do not include any taxes, fees, licenses, or other assessments that may apply.

Recovery Plan Service for Earth Stations		
CLIN	Description	Price
G-0001	Monthly Downlink Recovery Plan Service (Optional), per downlink	\$9.35
G-0002	Per event CONUS Downlink Recovery Plan Service, per downlink	\$336.60
G-0003	Per event OCONUS Downlink Recovery Plan Service, per downlink	ICB
G-0004	Per event CONUS Uplink Recovery Plan Service, per uplink	\$3,927.00
G-0005	Per event OCONUS Uplink Recovery Plan Service, per uplink	ICB

Recovery Plan Service Notes:

Recovery Plan Service is available to those fixed earth stations with the appropriate maintenance service ordered under Attachment D, "*Maintenance Charges and Network Management Fee*". Recovery Plan Service provides for the re-pointing of earth stations to send or receive broadcasts in the event of transponder failure or a capacity upgrade.

Monthly Downlink Recovery Plan Service provides for the re-point of a downlink at no additional charge in the event of transponder failure or a capacity upgrade. Re-pointing of downlinks covered by this service will occur under a plan proposed by AT&T and approved by the GSA contracting officer. Monthly Downlink Recovery Plan Service must be ordered at time of downlink installation and be provided on a continuous monthly basis to include the provision of a re-point at no additional charge in the event of transponder failure or a capacity upgrade. For downlink sites installed prior to the modification to this contract that made Monthly Downlink Recovery Plan Service available, Monthly Downlink Recovery Plan Service, if desired, must be ordered within 180 days of the execution of that contract modification. Monthly Downlink Recovery Plan Service is in addition to required Downlink Maintenance Service ordered under CLIN D-0001.

Attachment H

H

Content Development, Studio Time, Special Event Support

Note: Prices in Attachment H do not include any taxes, fees, licenses, or other assessments that may apply.

Content Development		
CLIN	Description	Price
H-0001	"Train-the-trainer" content development. Learn to develop curriculum for effective delivery in the distance learning environment, and then teach others in your department.	ICB
H-0002	Original content development. This custom designed product uses our distance learning experts develop curriculum from start to finish.	ICB
H-0003	Adaptation content development. This custom designed product uses our distance learning experts adapt successful curriculum to be delivered in the distance learning environment.	ICB
H-0004	Miscellaneous content development. This product allows for custom, ad hoc and special event content development.	ICB
Studio Time		
H-0101	Studio Time. Order studio time in our studio facility. Available by hour, day or week.	ICB
Special Event Support		
H-0201	Special Event Support. <i>(Whether you need cameras, lighting, studio personnel or on camera talent, for a one-time event or a longer period, AT&T can assist you.)</i>	ICB
H-0202	Mobile Downlinking. <i>(Order when you need a downlink on a temporary basis, daily, weekly or monthly.)</i>	ICB
H-0203	Mobile Uplinking. <i>(Order when you need an uplink on a temporary basis, daily, weekly or monthly.)</i>	ICB

Attachment I

GSA Order ADM 4800.2E

GENERAL SERVICES ADMINISTRATION

Washington, DC 20405

ADM 4800.2E
January 3, 2000

GSA ORDER

SUBJECT: Eligibility to Use GSA Sources of Supply and Services

1. Purpose. This Order provides definitions and listings of agencies and other activities authorized to use GSA sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.
2. Cancellation. ADM 4800.2D is canceled.
3. Background. Section 201 of the Federal Property and Administrative Services Act of 1949, as amended (the Property Act) authorizes the Administrator of General Services (Administrator) to procure and supply personal property and non-personal services for executive agencies and other Federal agencies, mixed-ownership Government corporations as identified in the Government Corporation Control Act, the District of Columbia, and qualified nonprofit agencies for the blind or other severely handicapped for use in making or providing an approved commodity or service to the Government. Other organizations may be eligible pursuant to other sections of the Property Act or by reason of enabling statutory authority.
4. Nature of revision. These revisions update the listings of organizations determined eligible to use GSA sources of supply and services.
5. Definition. GSA sources of supply and services are defined as those support programs administered by GSA and prescribed in the Federal Property Management Regulations (FPMR), 41 CFR Parts 101-26--Procurement Sources and Programs, 101-35--Telecommunications, 101-39--Interagency Fleet Management Systems (GSA Fleet), 101-40--Transportation and Traffic Management, 101-42 through 101-46, 101-48, and 101-49, Utilization and Disposal Programs, and in the Federal Travel Regulation, 41 CFR Part 301-73, Travel Programs. Note: GSA is in the process of recodifying the FPMR in the Federal Management Regulation (FMR) at 41 CFR Chapter 102.
6. Authority to use GSA sources of supply and services. The authority to use GSA sources of supply and services is established by statute (see par. 7) or regulation.

7. Eligible activities. Organizations are eligible to use GSA sources of supply and services pursuant to the Property Act or other statutory authority. Please note that although an organization may be eligible to use GSA sources of supply, particular sources may not be accessible. In some cases, as resources or assets may not be available (especially in the case of the GSA Fleet), it may not be practical for GSA to make certain sources of supply available, or the contract(s) for the requested commodity or service may not permit participation by certain otherwise eligible organizations. Also, some organizations may be eligible to use only specific GSA sources of supply or services.

a. Executive agencies. Subsections 201(a) and 211(b) of the Property Act provide for executive agencies' use of GSA sources of supply and services. Executive agencies, as defined in subsection 3(a) of the Property Act, are:

(1) Executive departments. These are the cabinet departments defined in 5 U.S.C. 101 and are listed in App. A.

(2) Wholly owned Government corporations. These are defined in 31 U.S.C. 9101 and are listed in App. A.

(3) Independent establishments in the executive branch of the Government. These are generally defined by 5 U.S.C. 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch. To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in App. A.

b. Other Federal agencies, mixed-ownership Government corporations, the District of Columbia, and qualified nonprofit agencies for the blind or other severely handicapped for use in making or providing an approved commodity or service to the Government. Subsection 201(b) of the Property Act authorizes the Administrator to provide GSA sources of supply and services to these organizations upon request. Subsection 211(b) authorizes the Administrator to provide motorpool/GSA Fleet vehicles and related services to Federal agencies, mixed-ownership Government corporations, and the District of Columbia.

(1) Other Federal agencies. These are Federal agencies defined in subsection 3(b) of the Property Act that are not in the executive branch of the Government, i.e., any establishment in the legislative or judicial branch of the Government (except the Senate, the House of Representatives, and the Architect of the Capitol and any activities under his direction). To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in App. B.

(2) Mixed-ownership Government corporations. These are identified in 31 U.S.C. 9101. They are listed in App. B.

(3) District of Columbia. The Government of the District of Columbia is eligible to use GSA sources of supply and services. The Government of the District of Columbia and those parts thereof that have been determined eligible to use GSA sources of supply and services are listed in App. B.

c. The Senate, the House of Representatives, and activities under the direction of the Architect of the Capitol. These organizations are eligible to use GSA sources of supply and services under subsection 602(e) of the Property Act, upon request. To the extent that GSA has determined that various activities

qualify under this authority, they are listed in App. B.

d. Other organizations authorized under the authority of the Property Act. GSA has further determined under the Property Act that certain other types of organizations are eligible to use its sources of supply and services.

(1) Cost-reimbursement contractors (and sub-contractors) as properly authorized. Under section 201 of the Federal Property and Administrative Services Act of 1949, as amended, the Administrator determined that in order to promote greater economy and efficiency in Government procurement programs, contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors. Contractors are **not** eligible to obtain GSA city-pair contract airfares.

(2) Cost-reimbursement or fixed price contractors' use of GSA Fleet vehicles. Subpart 51.2 of the FAR states that, if it is in the Government's interest, a contracting officer may authorize a cost-reimbursement contractor to obtain, for official purposes only, GSA Fleet vehicles and related services. The FAR also states that Government contractors shall not be authorized to use GSA Fleet vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically approved by the Administrator. Accordingly, any request for use of GSA Fleet vehicles and related services by other than a cost-reimbursement contractor must be requested by the agency contracting officer and approved by GSA.

(3) Fixed-price contractors (and sub-contractors) purchasing security equipment. Under subsection 201(a) of the Property Act, the Administrator has determined that fixed-price contractors and lower-tier sub-contractors who are required to maintain custody of security classified records and information may purchase security equipment from GSA. Procedures for such acquisitions are set forth in FPMR 101-26.507.

(4) Non-Federal firefighting organizations cooperating with the Forest Service. Under section 201 of the Property Act, it has been determined that certain non-Federal firefighting organizations may purchase wildfire suppression equipment and supplies from the Federal Supply Service (FSS) (Article V, Agreement No. FSS 87-1, May 26, 1987).

(5) Tribes and Tribal Organizations. As provided in section 102(13) of Pub. L. 103-413 (the Indian Self-Determination Act Amendments of 1994), a tribal organization, when carrying out a contract, grant or cooperative agreement under the Indian Self-Determination and Education Assistance Act, is deemed an executive agency for purposes of subsection 201(a) of the Property Act. (25 U.S.C. § 450j(k)). Additionally, if the self-determination contract contains a provision authorizing interagency motorpool vehicles and related services, as provided in section 103 of the Indian Self-Determination Act Amendments of 1994, the tribe or tribal organization is eligible to use GSA Fleet vehicles and related services, if available. (25 U.S.C. § 4501) (Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be

provided to GSA, and based on that information, GSA must concur.)

e. Other statutes. Other statutes authorize specific organizations to use GSA sources of supply and services. The organizations that have had eligibility reviews conducted and that have been determined eligible to use GSA sources of supply are listed in App. B or App. C, as appropriate. The major categories of such organizations include:

(1) Certain institutions. Pursuant to Pub. L. 95-355, the following activities are eligible to use GSA sources of supply and services and are listed in App. B:

(a) Howard University

(b) Gallaudet University

(c) National Technical Institute for the Deaf, and

(d) American Printing House for the Blind.

(2) Insular governments. As provided in section 302 of Pub. L. 102-247, (the Omnibus Insular Areas Act of 1992), the governments of American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands are eligible to use GSA sources of supply and services (48 U.S.C. § 1469e). These governments are listed in App. B.

(3) Entities authorized under the Foreign Assistance Act. Section 607 of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. 2357, provides that the President may authorize friendly countries, international organizations, the American Red Cross, and voluntary nonprofit relief agencies to use GSA sources of supply and services when determined consistent with and in furtherance of the international development goals of the Foreign Assistance Act. Entities determined eligible under this authority are included in App. C. Purchases made by such entities through GSA sources of supply and services must be for civilian use only.

(4) Non-appropriated fund activities. FPMR 101-26.000 provides that military commissaries and non-appropriated fund activities may use GSA sources of supply and services for their own use, not for resale, unless otherwise authorized by the individual Federal agency and concurred in by GSA.

8. Ineligible activities. Except for the acquisition of excess personal property through sponsoring agencies, Federal grantees are ineligible to use GSA sources of supply and services. In addition, a cost-reimbursement contractor cannot transfer procurement authorization to a third party leasing company to use GSA sources of supply and services, unless the leasing company has an independent authorization to use GSA contracts.

9. Travel. Activities or organizations seeking to use GSA sources of supply and services for travel/transportation related services must obtain a separate determination for the requested service(s). This is necessary to determine whether or not the requesting entity is eligible under the language of the specific contract(s); e.g., travel management center services, travel charge card services, and air passenger transportation.

10. Excess, surplus, and forfeited property. The eligibility of activities and organizations to obtain supplies and services through GSA's personal property utilization and disposal programs is governed by FPMR Parts 101-42 through 101-46, 101-48, 101-49, and not by this order.

11. Determination of eligibility. Activities or organizations other than those covered in the appendixes to this order may be eligible to use GSA sources of supply and services. Activities or organizations requesting an eligibility determination should submit their request to the Office of Governmentwide Policy, Attention: Office of Acquisition Policy (MV).

DAVID J. BARRAM
Administrator

Appendix A

A

Executive Agencies

The following have been determined to be "executive agencies," or parts thereof, for the purpose of using GSA sources of supply and services. This list is not all-inclusive; other activities also may be eligible to use GSA sources, and GSA will rule on a case-by-case basis in response to requests received (see par. 11). Listed here are major Federal activities and their subordinate entities about which inquiries have been received.

African Development Foundation
Agency for International Development
Agriculture, Department of
Air Force, Department of
American Battle Monuments Commission
Armed Forces Retirement Home
Army Corp of Engineers
Army, Department of
Bonneville Power Administration
Bureau of Land Management
Central Intelligence Agency
Christopher Columbus Fellowship Foundation
Commerce, Department of
Commission on Civil Rights
Commission on Fine Arts
Commodity Credit Corporation
Commodity Futures Trading Commission
Consumer Products Safety Commission
Corporation for National Community Service
Defense, Department of
Defense agencies and Joint Service Schools
Defense Nuclear Facilities Safety Board
Education, Department of
Energy, Department of
Environmental Protection Agency
Equal Employment Opportunity Commission
Executive Office of the President
Export-Import Bank of U.S.
Farm Credit Administration
Federal Communications Commission
Federal Election Commission

Federal Maritime Commission
Federal Trade Commission
Forest Service, U.S.
General Services Administration
Government National Mortgage Association
Harry S. Truman Scholarship Foundation
Health and Human Services, Department of
Housing and Urban Development, Department of
Institute of Museum and Library Sciences
Interagency Council on the Homeless
Inter-American Foundation
Interior, Department of the
International Boundary and Water Commission, United States Section
Justice, Department of
Kennedy Center
Labor, Department of
Madison, James, Memorial Fellowship Foundation
Merit Systems Protection Board
Morris K. Udall Foundation
National Aeronautics and Space Administration
National Archives and Records Administration
National Credit Union Administration (not individual credit unions)
National Council on the Handicapped
National Endowment for the Arts
National Endowment for the Humanities
National Labor Relations Board
National Science Foundation
National Transportation Safety Board
Navy, Department of
Nuclear Regulatory Commission
Nuclear Waste Technical Review Board
Occupational Safety and Health Review Commission
Office of Federal Housing Enterprise Oversight
Office of Personnel Management
Office of Special Counsel
Panama Canal Commission
Peace Corps
Pension Benefit Guaranty Corporation
Postal Rate Commission
Presidio Trust, the
Railroad Retirement Board
St. Elizabeths Hospital
Securities and Exchange Commission
Selective Service System
Small Business Administration
Smithsonian Institution
State, Department of



Tennessee Valley Authority
Trade and Development Agency
Transportation, Department of
Treasury, Department of
U.S. Arms Control and Disarmament Agency
U.S. Information Agency
U.S. International Development Cooperation Agency
U.S. International Trade Commission
U.S. Postal Service
Veterans Affairs, Department of

Appendix B

B

Other Eligible Users

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and C. An asterisk indicates that special limitations apply. This list is not all-inclusive; other activities also may be eligible to use GSA sources. GSA will rule upon eligibility on a case-by-case basis in response to requests received (see par. 11).

Administrative Conference of the U.S.
Administrative Office of the U.S. Courts
Advisory Commission on Intergovernmental Relations
Advisory Committee on Federal Pay
American Printing House for the Blind
American Samoa, government of
Architect of the Capitol
Architectural and Transportation Barriers Compliance Board
Bank for Cooperatives
Certain non-appropriated fund activities (generally, not for resale)
Coast Guard Auxiliary (through the U.S. Coast Guard)
Committee for Purchase from the Blind and other Severely Handicapped
Contractors and subcontractors - cost reimbursement (as authorized by the applicable agency's contracting official)
Contractors and subcontractors - fixed price (security equipment only when so authorized by the applicable agency's contracting official)
Courts, Federal (not court reporters)
Delaware River Basin Commission
District of Columbia, Government of
Farm Credit Banks
Federal Deposit Insurance Corporation
Federal Home Loan Banks
Federal Intermediate Credit Bank
Federal Land Bank
Federal Reserve Board of Governors
Firefighters, Non-Federal (as authorized by the Forest Service, U.S. Department of Agriculture)
Gallaudet University
Government Printing Office

Guam, government of
Harry S. Truman Scholarship Foundation
House of Representatives, U.S.
Howard University (including hospital)
Japan-United States Friendship Commission
Land Grant Institutions*
Legal Services Corporation (not its grantees)
Library of Congress
Marine Mammal Commission
Medicare Payment Advisory Commission
National Bank for Cooperatives (CoBank)
National Capital Planning Commission
National Gallery of Art
National Guard Activities (only through U.S. Property and Fiscal Officers)
National Technical Institute for the Deaf
Navajo and Hopi Indian Relocation Commission
Neighborhood Reinvestment Corporation
Northern Mariana Islands, Commonwealth, government of
Senate, U.S.
Stennis, John C., Center for Public Service Training and Development
Susquehanna River Basin Commission
U.S. Institute of Peace
U.S. Representative, Office of Joint Economic Commission
Virgin Islands, government of (including Virgin Islands Port Authority)
Washington Metropolitan Area Transit Authority (**METRO**)

* as cost-reimbursement contractors.

Appendix C

C

International Organizations

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and B. This list is not all-inclusive; other activities may also be eligible to use GSA sources. Also, as stated in par. 7e.(3), certain entities may be eligible to use only specific GSA sources and/or services. GSA will rule upon the eligibility of activities on a case-by-case basis in response to requests received (see par. 11).

African Development Fund
American Red Cross
Asian Development Bank
Caribbean Organization
Counterpart Foundation, Inc.
Customs Cooperation Council
European Space Research Organization
Food and Agriculture Organization of the United Nations
Great Lakes Fishery Commission
Inter-American Defense Board
Inter-American Development Bank
Inter-American Institute of Agriculture Sciences
Inter-American Investment Corporation
Inter-American Statistical Institute
Inter-American Tropical Tuna Commission
Intergovernmental Maritime Consultive Organization
Intergovernmental Committee for European Migration
International Atomic Energy Agency
International Bank of Reconstruction and Development (**WORLD BANK**)
International Boundary Commission-United States and Canada
International Boundary and Water Commission-United States and Mexico
International Center for Settlement of Investment Disputes
International Civil Aviation Organization
International Coffee Organization
International Cotton Advisory Committee
International Development Association
International Fertilizer Development Center
International Finance Corporation
International Hydrographic Bureau

International Institute for Cotton
International Joint Commission-United States and Canada
International Labor Organization
International Maritime Satellite Organization
International Monetary Fund
International Pacific Halibut Commission
International Pacific Salmon Fisheries Commission-Canada
International Secretariat for Volunteer Services
International Telecommunications Satellite Organization
International Telecommunications Union
International Wheat Council
Lake Ontario Claims Tribunal
Multinational Force and Observers
Multinational Investment Guarantee Agency (MIGA)
North American Treaty Organization (NATO)
Organization of African Unity
Organization of American States
Organization for Economic Cooperation and Development
Pan American Health Organization
Radio Technical Commission for Aeronautics
South Pacific Commission
United International Bureau for the Protection of Intellectual Property
United Nations
United Nations Educational, Scientific, and Cultural Organization
Universal Postal Union
World Health Organization
World Intellectual Property Organization
World Meteorological Organization
World Tourism Organization