

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

Satellite Communications Equipment

SIN 132-8 PURCHASE OF EQUIPMENT

- FSC CLASS 7010 - SYSTEM CONFIGURATION
 - End User Computers/Desktop Computers
 - Professional Workstations
 - Servers
 - Laptop/Portable/Notebook Computers
 - Large Scale Computers
 - Optical and Imaging Systems
 - Other Systems Configuration Equipment, Not Elsewhere Classified

- FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
 - Printers
 - Display
 - Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
 - Network Equipment
 - Other Communications Equipment
 - Optical Recognition Input/Output Devices
 - Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
 - Other Input/Output and Storage Devices, Not Elsewhere Classified

- FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
 - Two-Way Radio Transmitters/Receivers/Antennas
 - Broadcast Band Radio
 - Transmitters/Receivers/Antennas
 - Microwave Radio Equipment/Antennas and Waveguides
 - Satellite Communications Equipment

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

- FPDS Code D304 Internet Access Services
- FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

SIN 132 -12 – MAINTENANCE OF EQUIPMENT

- Maintenance, Repair Services, and Repair Parts/Service Parts

Maritime Telecommunications Network, Inc
3044 N. Commerce Parkway
Miramar, FL 33025
Phone: 954-538-4000
www.mtnsat.com

Contract Number: **GS-35F-0194U**

Period Covered by Contract: **01/10/2008 thru 01/09/2013**

General Services Administration
Federal Supply Service

Pricelist current through Modification # _____, dated _____.

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

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ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

**Marine Telecommunications Network, Inc
3044N. Commerce Parkway
Miramar, FL 33025**

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

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

954-538-4000

ITEM NUMBERS

3. LIABILITY FOR INJURY OR DAMAGE

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

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

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: **804906337**
- Block 30: Type of Contractor – **C. Large Business**
- Block 31: Woman-Owned Small Business - **No**
- Block 36: Contractor's Taxpayer Identification Number (TIN): **84-1289974**

4a. CAGE Code: **3GXY1**

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

5. FOB ORIGIN – Miramar, FL

6. DELIVERY SCHEDULE

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

| SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
|--|--------------------------|
| <u>132-8</u> | <u>30 Days</u> |
| <u>132-52</u> | <u>30 Days</u> |
| <u>132-12</u> – as needed per attached | |

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

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0%** - **30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity - **none**
- c. Dollar Volume - **none**
- d. Government Educational Institutions – **none**
- e. Other - **none**

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

ITEM NUMBERS

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not Applicable

10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

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

Special Item Number 132-8 - Purchase of Equipment - \$500,000

Special Item Number 132-52 - Electronic Commerce (EC) Services - \$500,000

Special Item Number 132-12 – Maintenance of Equipment - \$500,000

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

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

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

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

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.
- c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- j. Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

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

ITEM NUMBERS

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE

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

www.mtnsat.com

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

- a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- b. The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SIN 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

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

Commercial Practices for Installation, Deinstallation and Reinstallation: Rapid Suitcase

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

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

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

5. INSPECTION/ACCEPTANCE

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SIN 132-8)**

6. WARRANTY

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

See page 9a for Commercial Warranty Statement

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: __

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY
ELECTRONIC COMMERCE (EC) SERVICES (SIN 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY
ELECTRONIC COMMERCE (EC) SERVICES (SIN 132-52)**

- i. Cancel the stop-work order; or
 - ii. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - i. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - ii. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite **EC** Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY ELECTRONIC COMMERCE (EC) SERVICES (SIN 132-52)

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

Commercial Job Title: Senior Management Engineer

Minimum/General Experience: 15 years of experience required. A demonstrated leader; Examines, and interprets information from different sources to generate effective solutions to problems; generates alternate approaches to solving problems when needed; demonstrates awareness of the likely consequences or implications of judgments. Generates and implements new and useful ideas; Performs strategic systems planning and data modeling.

Responsibility: Perform role as a Technical Expert across the enterprise, working with programs to help solve and close technical issues. Provide Mission Assurance support on various programs across the enterprise. Lead root cause/corrective action teams and present findings to management team.

Education: Bachelor's degree in Electrical Engineering

Commercial Job Title: Systems Engineer

Minimum/General Experience: Three years of technical experience which applies to systems analysis, designing or testing computer systems. The position requires competence in all phases of systems analysis techniques, concepts and methods. Knowledge of hardware, software, input/output devices, network planning, network development and structure practices required.

Responsibility: Guide users in formulating computer network solutions, advise alternative options, conduct feasibility studies and perform testing analysis.

Education: Bachelor's Degree in Computer Science

Commercial Job Title: Technical Manager/Supervisor

Minimum/General Experience: Three years of experience providing expert-level pre/post-sales technical support, training and consulting services; manage product development projects; strong written and oral skills; present technical papers.

Responsibility: Supervises installation, rearranges and removes equipment and associated wiring. Verifies work order information and receipt of all necessary equipment and information.

Education: Bachelor's Degree in Computer Science, Structural or Mechanical Engineering

Commercial Job Title: Technician

Minimum/General Experience: Hands-on technical training and problem-solving skills, good knowledge of relevant telecommunications policies, structure and strategy as it relates to area of assignment; ability to assess telecommunications needs. Complete understanding of satellite communications technologies.

Responsibility: Recommends equipment required; provides supervisor with specifications for procurement use. Programs, tests and pre-commissions new equipment in the workshops area prior to deployment; Works with Supervisor regarding installation of equipment and implementation of projects; Implements regular and preventative maintenance for all equipment and accessories in the unit. Assists in diagnosis and repair customer troubles; Coordinates factory calibration and repair of telecommunications test equipment

Education: Completion of secondary education and preferably technical educations; Additional training courses and certifications in electronic telecommunications.

SIN 132-12 MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/ SPARE PARTS (FPDS Code J070- Maintenance and Repair Service) (Repair Parts/ Spare Parts – See FSC Class for basic equipment) – Repair Service

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICES AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any Government location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the Government installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Maritime Telecommunications Network, Inc.
3044 North Commerce Parkway
Miramar, FL 33025

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the Government on thirty (30) calendar days' written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the government may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

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

f. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/ SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contact period.

b. When repair service is ordered, only on chargeable repairman shall be dispatched to perform repair service, unless the ordering office agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the Government installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the Government agency during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contract, or without charge to the Government.

(2) Cost of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the cost necessary to place the equipment in proper operating condition are to be borne by the Government, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE GOVERNMENT

a. Government personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the Government shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this repair service should normally be done within 6 hours after notification.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all cost of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Government.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the Government to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the Government location.

c. AFTER HOURS

Should the Government require that maintenance be performed outside the Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Government location and the Contractor's service area, the charge will be: Milcage will be charged at \$0.485 cents a mile and airfare will be charged actual cost plus 7% in accordance with the Government Joint Travel Regulations.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a Government agency are indicated below: No Quantity Discounts

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a Government agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Government, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the Government location to the Contractor's plant, and return to the Government location, shall be borne by the Government.

(b) The Government should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE GOVERNMENT LOCATION (Within Established Service Areas)

(a) When equipment is repaired at the Government location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the Government office; such overhead is included in the repair service rates listed.

(3) AT THE GOVERNMENT LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \$0.485 cents per mile for repairmen will apply to the round-trip distance between the geographic limits of the application service area and the Government location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Government location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation cost, and the allowable Government per diem rate for each night the repairman is required to remain overnight at the Government location), the Government shall have the option of reimbursing the Contractor for actual costs plus 7%, provided that the actual cost are reasonable and allowable. The Contractor shall furnish the Government with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the Government to repair service during the period 8:00a.m. to 5:00p.m., Monday through Friday, exclusive of holidays observed at the Government location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the Government requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the Government location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the Government requires that repair service be performed on Sundays and Holidays observed at the Governments location, the Sunday and Holiday repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the Government location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

| LOCATION | MINIMUM CHARGE* | REGULAR HOURS PER HOUR** | AFTER HOURS PER HOUR** | SUNDAYS & HOLIDAYS PER HOUR |
|--|-----------------|--------------------------|------------------------|-----------------------------|
| CONTRACTOR'S SHOP | \$250.00 | \$125.00 | \$187.50 | \$250.00 |
| GOVERNMENT LOCATION (WITHIN ESTABLISHED SERVICE AREAS) | \$500.00 | \$125.00 | \$187.50 | \$250.00 |
| GOVERNMENT LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS) | \$1,000.00 | \$125.00 | \$187.50 | \$250.00 |

* MINIMUM CHARGES INCLUDES 1 FULL HOUR ON THE JOB

** FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR

"Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately."

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 01/01/07, at a discount of 5% from such listed prices.

11. GUARANTEE/WARRANTY-REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of one year.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each Government office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



Notes:

Customer is responsible for crane services for the antenna and pedestal for installation or deinstallation of each antenna system.

The following rates are in effect for all MTN service work performed on or after January 1, 2007. In house charges will be billed net 30 days. Basic field service charges and air fare will be billed in advance, and rental car and hotel will be billed in accordance with Joint Federal Travel Regulations (JFTR), net 30 days. International rates are billed at a 30% premium over the domestic field service rates with a minimum travel period of two days.

Installations - MTN will not be held responsible for any delays incurred during the installation and commissioning of systems where the delays are caused by events out of the control of MTN. This includes, but is not limited to; terrestrial providers, non-availability of cranes, construction of foundation work, non-supply of electrical power or power supply failure etc. Service and maintenance site delays that cause a waiting or idle time for MTN personnel, will be invoiced to the Customer at 100% of the day rates.

Additional public IP addresses not included but are available.

Technician travel days billed at rates provided.

Customer to provide operating area of Covered Vessel for satellite services

Freight Terms: FOB MTN Facility located in Miramar, FL

Network Operating Center (NOC) Statement:

MTN's Network Operating Center (NOC) operates 24 hours per day, 7 days per week.

Customer must report outages to MTN Monitor & Control via telephone to (954) 538-4074 or e-mail to m&c@mtnsat.com. A trouble ticket can be opened as a result of a phone call, fax, or e-mail from the Customer or originated by the MTN NOC. At all levels of maintenance and trouble ticket resolution NOC will advise the Customer of the present operational status and current recommendations for continuing diagnosis or eliminating the outage.

Upon receipt of an outage report from the Customer, the NOC will provide Customer technical assistance as follows:

Level One – “Level One” assistance is considered to be the reporting and initial diagnostics level. If the trouble ticket is not resolved, it is escalated to “Level Two”.

Level Two – MTN's Level Two support staff consists of Senior RF Technicians and Network Engineer. The staff is on-call 24 hours per day, 7 days per week. If the staff is unable to resolve the outage problem, then the trouble ticket is escalated to “Level Three.”

Level Three - On-Site Assistance –If on-site support is required, MTN will dispatch a technician within 24 hours.

CUSTOMER RESPONSIBILITIES for 1.0 meter Ku-Band Installation

CUSTOMER shall provide MTN with the following:

1. Provide clean electrical power to all components with minimum UPS power (2.0 KVA required at equipment room rack on the Covered Vessel) – 110V 20 AMPS).
2. Arrangement of cranes and workforce to lift assembled radome onto the Covered Vessel.
3. Provide rack space for each antenna system (36”H x 22.5”W x 32”D/ each) at designated room on the Covered Vessel.
4. Provide shipboard infrastructure i.e. PBX, telephone instruments, fax machines, computer, cables and related equipment as required at both ends.
5. Customer shall perform any and all boring and / or drilling (openings) to be done to the Covered Vessel, and shall perform all filling (glanding) of such openings, and shall install all cables required in connection with the DSES system.
6. Accommodations, as available, and food (staff dining, excluding bar and other onboard accounts) for specified installation crew on board each Covered Vessel during any installation and test period.
7. Non shipboard staging area - Secure work area with power (120 VAC), lights, and telephone, and air conditioned as close to berthing location of the Covered Vessel as necessary.
8. Customer is responsible for fabrication of antenna pedestal as deemed necessary by site survey for each antenna system.



CUSTOMER Responsibilities for the 2.4 meter C-Band Installation

CUSTOMER shall provide MTN with the following:

1. Provide clean electrical power to all components with minimum UPS power (2.0 KVA required at equipment room rack on the Covered Vessel) – 110V 20 AMPS).
2. Arrangement of cranes and workforce to lift assembled radome onto the Covered Vessel.
3. Provide rack space for each antenna system (72”H x 22.5”W x 32”D/ each) at designated room on the Covered Vessel.
4. Provide shipboard infrastructure i.e. PBX, telephone instruments, fax machines, computer, cables and related equipment as required at both ends.
5. Customer shall perform any and all boring and / or drilling (openings) to be done to the Covered Vessel, and shall perform all filling (glanding) of such openings, and shall install all cables required in connection with the DSES system.
6. Accommodations, as available, and food (staff dining, excluding bar and other onboard accounts) for specified installation crew on board each Covered Vessel during any installation and test period.
7. Non shipboard staging area - Secure work area with power (120 VAC), lights, and telephone, and air conditioned as close to berthing location of the Covered Vessel as necessary.
8. Customer is responsible for fabrication of antenna pedestal as deemed necessary by site survey for each antenna system.



Warranty Statement

MTN's Warranty. MTN warrants to CUSTOMER that for a period of thirty (30) days from and after the Delivery Date the Equipment will (i) conform in all material respects to (a) MTN's written specifications for the Equipment and (b) all applicable governmental requirements and regulations regarding manufacture and operation of such Equipment and (ii) be free from defects in materials and workmanship. MTN's sole obligation under this warranty is limited to repairing or replacing, at MTN's option, at MTN's Miramar facility or an MTN designated location, any equipments or parts thereof that MTN determines do not conform to this warranty.

CUSTOMER shall promptly notify MTN in writing of any alleged non conformities or defects in the Equipments and specifically describe the problem. For routine warranty service situations for Equipment located in locations which are serviced by regular, daily, scheduled courier service, MTN shall make commercially reasonable efforts to ship replacement or repaired equipment (or components thereof) within seven (7) days of receipt of the defective equipment (or components thereof) from CUSTOMER.

Warranty service and repair and parts replacement will be performed at MTN's Miramar facility or at another location designated by MTN. In performing warranty service, MTN will furnish parts on an exchange basis, and the replaced parts will remain the property of MTN. CUSTOMER shall pay the freight for returned Equipment or Equipment elements to MTN's facility in Miramar, Florida, USA or to a location designated by MTN. If the Equipment or Equipment elements are determined by MTN to be non conforming or defective, MTN shall be responsible for the cost of CUSTOMER's shipping either the non-conforming or defective Equipment or Equipment element to MTN and MTN shipping the repaired or replaced Equipment or Equipment element to CUSTOMER. If such Equipment or Equipment elements are determined by MTN not to be non conforming or defective, CUSTOMER shall bear all costs of shipping such Equipment or Equipment elements to MTN and all costs of such return.

CUSTOMER agrees to request and use the shipping containers designated and provided by MTN, at no charge to CUSTOMER, and to ship the Equipment and Equipments elements in the manner prescribed by MTN.

The performance warranties provided by MTN do not include repair of damage or delays in service caused by CUSTOMER's failure to use, maintain or repair the Equipment or any Equipment element in accordance with MTN's instructions or specifications, use of the Equipment or Equipment elements for other than the purposes for which they were designed, accident, neglect, disaster, damage incurred in transit, alterations to the Equipment or Equipment elements or other work on the Equipment or Equipment elements not permitted or not performed as specified by MTN or other damage not arising under normal operating conditions.

Warranties shall continue as to corrected or replaced items for the balance of the original Warranty Period of the corrected or replaced item, or if longer, for an additional one (1) month after replacement or repair.

THE FOREGOING WARRANTIES APPLY TO THE CUSTOMER AND ARE IN LIEU OF ALL OTHER PERFORMANCE WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS, IMPLIED OR STATUTORY ALL OF WHICH ARE EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SPECIFIED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES SET OUT HEREIN.



3044 N. Commerce Parkway
Miramar, FL 33021
954-538-4000

MTN GSA Proposed Product Listing

| Product No. | MTN Product Name | Frequency Band | Product Description | GSA Proposed FSS Price with IFF |
|-----------------|--|----------------|---|---------------------------------|
| MTN-G1.0-KT8D | 1.0 M Seatel Stabilized Turn-key System (domestic rack power) | Ku-Band | 1.0 meter antenna, stabilized pedestal to enable mobility, 48 inch radome, 8 watt Block Up Converter (BUC), linear Ku-band feed, Low Noise Block-down converter (LNB), satellite modem, rack-mountable spectrum monitor for troubleshooting, laptop (for monitoring purposes), 24-port Ethernet switch, GPS antenna, rack-mountable cooling fan, small rack enclosure with 110V (3 feet high), inter facility link kit (transmit, receive, power, GPS and Gyro cables), 1.5KVA Uninterruptible Power Supply (UPS), lifting slings for radome and rack accessories. Includes assembly, integration and test of the antenna system and all its components. Data Configuration. Voice options available. (MTN-GV-4A, MTN-GV-12A, or MTN-GV-1TE1) Crated for international shipping. (Price per System) | \$ 81,259.91 |
| MTN-G1.0-KT8I | 1.0 M Seatel Stabilized Turn-key System (international rack power) | Ku-Band | 1.0 meter antenna, stabilized pedestal to enable mobility, 48 inch radome, 8 watt Block Up Converter (BUC), linear Ku-band feed, Low Noise Block-down converter, satellite modem, rack-mountable spectrum monitor for troubleshooting, laptop (for monitoring purposes), 24-port Ethernet switch, GPS antenna, rack-mountable cooling fan, small rack enclosure with 220V (3 feet high), inter facility link kit (transmit, receive, power, GPS and Gyro cables), 1.5KVA Uninterruptible Power Supply (UPS), lifting slings for radome and rack accessories. Includes assembly, integration and test of the antenna system and all its components. Data Configuration. Voice options available. (MTN-GV-4A, MTN-GV-12A, or MTN-GV-1TE1) Crated for international shipping. (Price per System) | \$ 82,260.11 |
| MTN-G1.0-INST | 1.0 M Antenna System Installation | Ku-Band | On site installation and system commissioning of MTN-supplied 1.0 M Stabilized Antenna System. System commissioning applicable in conjunction with MTN Satellite Service. Travel and living expenses billed in accordance with JFTR. Up to five days on site. (Price per Install) | \$ 9,140.54 |
| MTN-G2.4S-CET80 | 2.4 M Seatel Stabilized Enhanced Turn-key System | C-Band | 2.4 meter antenna, stabilized pedestal to enable mobility, 144 inch radome, 80 watt Block Up Converter (BUC), circular and linear C-Band feeds, Low Noise Block-down converter, satellite modem, rack-mountable spectrum monitor for troubleshooting, laptop (for monitoring purposes), 24-port Ethernet switch, GPS antenna, rack-mountable cooling fan, full rack enclosure (6 feet high), inter facility link kit (transmit, receive, power, GPS and Gyro cables), 5KVA Uninterruptible Power Supply (UPS), lifting slings for radome and rack accessories. Includes assembly, integration and test of the antenna system and all its components. Data Configuration. Voice options available. (MTN-GV-4A, MTN-GV-12A, or MTN-GV-1TE1) Crated for international shipping. (Price per System) | \$ 176,555.11 |
| MTN-G2.4-INST | 2.4 M Antenna System Installation | C-Band | On site installation and system commissioning of MTN-supplied 2.4 M Stabilized Antenna System. System commissioning applicable in conjunction with MTN Satellite Service. Travel and living expenses billed in accordance with JFTR. Up to eight days on site. (Price per Install) | \$ 13,710.82 |
| MTN-GOS-SURVEY | Site Survey | C/Ku-Band | On-site survey to verify proper interfaces, physical location of indoor and outdoor equipment, inter facility link (IFL) cable routing, antenna location, special mounting requirements, environmental and AC power requirements. A detailed report will be provided upon completion. Travel and living expenses billed in accordance with JFTR. Site survey required with purchase of MTN-G1.0-INST and MTN-G2.4-INST | \$ 1,435.69 |
| MTN-RDT-K-A | Rapid Deployable Terminal (suitcase) | Ku-Band | Rapid Deploy (nominally 15 minute set up), auto-acquisition 1.0 m Ku-band antenna, antenna control unit, satellite modem, 24 port Ethernet switch, and 7 watt Block Up Converter. Complete with three hard transit cases and cables. Step by step training video included. Voltage 110V. Data Configuration. Voice options available. (MTN-GV-4A, MTN-GV-12A, or MTN-GV-1TE1) Crated for international shipping. (Price per System) | \$ 78,311.97 |
| MTN-G1.0-KSP | Spares Kit for Seatel 4006, 1.0 meter Antenna | Ku Band | Includes GPS antenna, power supply assembly, PCU enclosure assembly, hall effect sensor assembly, level cage assembly, modem pedestal (3 channel), modem base (3 channel, 75RF), dual channel Kelvin rotary joint (coaxial), belt kit, shielded polling relay assembly, level cage motor with wiring, polling pot assembly and foam-lined case. Recommended for MTN-G1.0-KT8D and MTN-G1.0-KT8I. | \$ 8,274.35 |
| MTN-G2.4-CSP | Spares Kit for Seatel 9797-67, 2.4 meter Antenna | C-Band | Includes GPS antenna, 10 foot RF cable assembly, C-Band Low Noise Block-down converter (LNB), Antenna Control Unit (ACU) motherboard assembly, level cage motor assembly with pulley, modem assembly base (3 channel, 50 ohm), pedestal modem assembly (3 channel, 50 ohm), modem assembly pedestal (3 channel, 50 ohm), diamond rotary joint (dual coaxial), modem assembly polling, pulley replacement hardware kit, DVB receiver assembly, polling pot assembly and foam-lined case. Recommended for MTN-G2.4S-CET80. | \$ 8,632.77 |
| MTN-GV-4A | Small (4 analog voice lines) | C/Ku Band | Rack-mountable Voice Gateway with fast Ethernet port and 4 analog voice ports. Enabling voice calls over C/Ku-Band Antenna Systems. | \$ 6,221.31 |
| MTN-GV-12A | Medium (5-12 analog voice lines) | C/Ku Band | Rack-mountable Voice Gateway with fast Ethernet port and 12 analog voice ports. Enabling voice calls over C/Ku-Band Antenna Systems. | \$ 8,657.20 |
| MTN-GV-1TE1 | Large Digital T1 (up to 30 voice lines) | C/Ku Band | Rack-mountable Voice Gateway with fast Ethernet port and digital voice interface (T1/E1). Enabling voice calls over C/Ku-Band Antenna Systems. | \$ 13,160.47 |
| MTN-GR-1T1 | Hardware for Terrestrial Backhaul to Customer Facility | C/Ku Band | Rack-mountable router with fast Ethernet and built-in T1 CSU module | \$ 10,671.94 |
| MTN-GSC-K64 | DirectNet Americas Ku Band (64K CIR) | Ku-Band | CONUS Ku-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 64Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128Kbps uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 2,655.06 |
| MTN-GSC-K128 | DirectNet Americas Ku Band (128K CIR) | Ku-Band | CONUS Ku-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 128Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256Kbps. uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 3,566.25 |
| MTN-GSC-K256 | DirectNet Americas Ku Band (256K CIR) | Ku-Band | CONUS Ku-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 256Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 384Kbps. uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 7,130.58 |
| MTN-GSE-K64 | DirectNet Europe Ku Band (64K CIR) | Ku-Band | European Ku-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 64Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128Kbps uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 2,107.59 |

| Product No. | MTN Product Name | Frequency Band | Product Description | GSA Proposed FSS Price with IFF |
|--------------|--|----------------|--|---------------------------------|
| MTN-GSE-K128 | DirectNet Europe Ku Band (128K CIR) | Ku-Band | European Ku-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 128Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 2,836.92 |
| MTN-GSE-K256 | DirectNet Europe Ku Band (256K CIR) | Ku-Band | European Ku-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 256Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 384Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 5,673.84 |
| MTN-GSA-C64 | DirectNet AOR C- Band (64K CIR) | C-Band | Atlantic Ocean Regional C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 64Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 2,890.52 |
| MTN-GSA-C128 | DirectNet AOR C- Band (128K CIR) | C-Band | Atlantic Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 128Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 3,878.27 |
| MTN-GSA-C256 | DirectNet AOR C- Band (256K CIR) | C-Band | Atlantic Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 256Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 384Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 7,752.71 |
| MTN-GSP-C64 | DirectNet POR C- Band (64K CIR) | C-Band | Pacific Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 64Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 5,340.76 |
| MTN-GSP-C128 | DirectNet POR C- Band (128K CIR) | C-Band | Pacific Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 128Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 7,142.07 |
| MTN-GSP-C256 | DirectNet POR C- Band (256K CIR) | C-Band | Pacific Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 256Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 384Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 14,282.22 |
| MTN-GSI-C64 | DirectNet IOR C- Band (64K CIR) | C-Band | Indian Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 64Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 4,804.77 |
| MTN-GSI-C128 | DirectNet IOR C- Band (128K CIR) | C-Band | Indian Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 128Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 6,429.97 |
| MTN-GSI-C256 | DirectNet IOR C- Band (256K CIR) | C-Band | Indian Ocean Region C-Band DirectNet Service. Service includes Duplex Bandwidth on Demand (BOD) circuit satellite space segment for 256Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 384Kbps, uplink and downlink Ku-Band interfaces, teleport service for BOD, redundant, protected, with generator, UPS backup, 24 hour technician manned. Includes Network Operations Center monitor and control 24x7x365. Internet access with one public, routable IP address provided. Data demarcation at MTN PoP. Price per month. | \$ 12,858.02 |
| MTN-GES-1 | MTN Engineering Services | C/Ku Band | System/RF/Network engineering services to assist on the design or testing of customer network, network planning, or network deployment. MTN site or customer site. Travel and living expenses billed separately in accordance with JFTR. Customer site requires minimum of 4 hours. Price per hour. | \$ 189.51 |
| MTN-GES-2 | MTN Senior Management Engineering Services | C/Ku Band | Senior Management Engineering personnel. Performs strategic systems planning, business planning and analysis for customer network. Individual is experienced in process and data modeling. Price per day. | \$ 1,775.47 |
| MTN-GTS-1 | MTN Senior Technical Services | C/Ku Band | Technical Manager / Supervisor. Directs others to install, rearrange and remove equipment and associated wiring. Verifies work order information and receipt of all necessary equipment and information. Individual is experienced in satellite communications and associated systems engineering. Price per day. | \$ 1,014.55 |
| MTN-GTS-2 | MTN Technical Services | C/Ku Band | Technician - Conducts routine and moderate site/antenna installation and/or maintenance activities. Needs limited technical supervision or assistance to diagnose and repair customer troubles. Individual is experienced in installing, maintaining and operating stabilized and fixed satellite communications systems. Price per day. | \$ 862.37 |
| MTN-GES-1T | MTN Travel Day - Engineering Services | C/Ku Band | Sr. Mgmt. / Director / Engineer travel day (half day minimum) Price per day | \$ 704.90 |
| MTN-GTS-1T | MTN Travel Day - Senior Technical Services | C/Ku Band | Technical Manager / Supervisor travel day (half day minimum) Price per day | \$ 604.20 |
| MTN-GTS-2T | MTN Travel Day - Technical Services | C/Ku Band | Technician travel time per day (half-day minimum) Price per day | \$ 453.15 |

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Marine Telecommunications Network, Inc provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Ronald Hays

Phone: 954-538-4000

Fax: 954-431-5025

Email: Ronald.hays@mtnsat.com

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

Marine Telecommunications Network, Inc

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

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

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

Signatures

| Ordering Activity | Date | Contractor | Date |
|-------------------|------|------------|------|
|-------------------|------|------------|------|

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

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

| | |
|---------------|----------------------------|
| (2) Delivery: | |
| DESTINATION | DELIVERY SCHEDULES / DATES |
| _____ | _____ |

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

| | |
|--|------------------|
| (6) The following office(s) is hereby authorized to place orders under this BPA: | |
| OFFICE | POINT OF CONTACT |
| _____ | _____ |
| _____ | _____ |

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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