

Contract Number: GS-35F-0449X
Period Covered by Contract: 06-21-2011 through 06-20-2016



AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

General Services Administration (GSA)
Federal Acquisition Service

Special Item No. 132-52 Electronic Commerce Services
FPDS Code D304 Internet Access Services
FPDS Code D399 Other Data Transmission Services,
Not Elsewhere Classified

Authorized Federal Supply Schedule
Price List for

MDU Enterprises, Inc.

Doing Business As Bulk TV & Internet

8537 Six Forks Road, Suite 100

Raleigh, North Carolina 27615

Phone: 919.850.3208

Fax: 919.792.3516

DUNS No: 169425324

www.bulk.tv

Pricelist current through Modification # _____, dated _____.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>)



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Company Information

Corporate Headquarters

8537 Six Forks Road
Forum V – Suite 100
Raleigh, North Carolina 27615

Executive Team

David O’Connell, President
Tom Conley, Vice President

Company Profile

Bulk TV & Internet (“Bulk TV”) specializes in DIRECTV satellite television programming and high speed internet access services for commercial properties including hotels, long term care facilities, military housing, apartments and condominiums, student housing, correctional facilities, marinas, fitness centers and mobile home/RV parks. Bulk TV & Internet provides service to over 100,000 units nationwide with television programming services, digital satellite TV systems, high speed internet access services and managed data network services.

Company History

MDU Enterprises was incorporated in August of 2004 and filed a DBA of “BULK TV & INTERNET” in March of 2005. Thomas Conley created Bulk TV in an effort to aggressively market to the under-serviced free-to-guest and multiple dwelling unit markets, specifically apartments, condominiums, student housing/dormitories, senior retirement communities, hotels and hospitals. The corporate office is headquartered in Raleigh, North Carolina.

David O’Connell joined Bulk TV in March of 2004 and was named President in October of 2006. Prior to joining the Bulk TV team, O’Connell spearheaded Telerent Leasing Corporations free-to-guest division in 1998. Under O’Connell’s management, Telerent amassed a portfolio of over 85,000 units and became the number one provider of DIRECTV satellite television programming for non-pay-per-view hotels.

Company Awards and Recognitions

Bulk TV has grown tremendously in recent years. Bulk TV was named as DIRECTV’s *Provider of the Year* in 2008 and 2009 and was an honoree on the *Inc 500 List of Fastest Growing Companies in America*. Locally, Bulk TV received the *Triangle Business Journal’s Best Places to Work* award in both 2008 and 2010, as well as being named on the *Triangle Business Journal’s Fast 50 List* in 2009 and 2010. Additionally, *Business Leader Magazine* named David O’Connell as one of the *Triangle’s Top 50 Entrepreneurs* in 2010.

Company Website

www.bulktv.com



Special Item Numbers

132-52 Electronic Commerce Services
 FPDS Code D304 Internet Access Services
 FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified

Minimum Order/Maximum Order

The minimum order limit for this contract is \$100.00
The maximum order limit for this contract is \$500,000.00

Geographic Scope of Contract (Delivery Area)

The Geographic Scope of Contract will be domestic delivery. Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Washington, DC, and U.S. Territories.

Ordering Address/Information

Bulk TV & Internet
PO Box 99129
Raleigh, NC 27624

Toll Free Phone Number: 1-877-285-5881

Website: www.bulkstv.com

Email: gsa@bulkstv.com

Payment Address/Information

Bulk TV & Internet
PO Box 99129
Raleigh, NC 27624

Bulk TV accepts credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.



Information For Ordering Activities Applicable To All Special Item Numbers

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM 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, 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, and U.S. Territories.

[X] The Geographic Scope of Contract will be domestic delivery only

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering:

Bulk TV & Internet
PO Box 99129
Raleigh, NC 27624



Payment:

Bulk TV & Internet
PO Box 99129
Raleigh, NC 27624

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

Tech Support Hours: Mon-Fri, 9a-6p Eastern Time Zone; On Call 24x7x365
Tech Support Toll Free Phone Number: 877-285-5881, Ext. 4
Tech Support Email: technicalsupport@bulktv.com

Ordering Assistance Hours: Mon-Fri, 9a-6p Eastern Time Zone
Ordering Assistance Toll Free Phone Number: 877-285-5881, Ext. 1
Ordering Assistance Email: gsa@bulktv.com

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

- Block 9:G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: 169425324
- Block 30: B. Other Small Business
- Block 31: Woman-Owned Small Business - No
- Block 37: Contractor's Taxpayer Identification Number (TIN): 20-1526712
- 4a. CAGE Code: 4BDV5
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

Continental US, District of Columbia, Hawaii, Alaska



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)
132-52	15 - 20 Days

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:

Basic Discounting Policy:

Bulk TV & Internet will provide government customers secured via the GSA Schedule process a 30% discount on equipment used for DIRECTV satellite television installations.

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

- a. Prompt Payment: None
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- 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.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

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.)

- a. The Maximum Order value for Special Item Number 132-52 - Electronic Commerce (EC) Services is \$500,000.00

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS



should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.



- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING 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 52.212-4)

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.gsaadvantage.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:

NOT APPLICABLE

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 or 132-9.

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.bulkvtv.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of 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>.

NOT APPLICABLE

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 for Electronic Commerce (EC) (Special Item Number 132-52)

1. Scope

- a) The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to 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 I-Fss-60 Performance Incentives (April 2000)

- 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.
- b) The ordering activity must establish a maximum performance incentive price for the 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.

Any Contractor travel required in the performance of 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 –
 - 1) Cancel the stop-work order; or
 - 2) 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-
- c) 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
- d) 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
- e) 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.

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 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.

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 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation
- b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by –
 - 1) **The offeror;**
 - 2) **Subcontractors; and/or**
 - 3) **Divisions, subsidiaries, or affiliates of the offeror under a common control.**

13. 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.

14. 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.



15. Description of Electronic Commerce (EC) Services and Pricing

BASIC TIER ONE PACKAGE PRICING including Equipment, Locals & 40 Top Choice DIRECTV Channels*			
Number of Units	GSA Price	Country of Origin	Warranty
Below 40 Units	\$11.82	USA	Duration of Service Agreement
40 - 100 Units	\$8.95	USA	Duration of Service Agreement
101 - 200 Units	\$7.68	USA	Duration of Service Agreement
201 - 300 Units	\$7.03	USA	Duration of Service Agreement
301 - 400 Units	\$6.77	USA	Duration of Service Agreement
401 and over Units	\$6.61	USA	Duration of Service Agreement

BASIC TIER ONE PACKAGE Channel Line Up (for pricing listed above)

* 6 Local Channels:

ABC	NBC	CBS	FOX	PBS	CW
-----	-----	-----	-----	-----	----

BASIC TIER ONE PACKAGE Channel Line Up (for pricing listed above)

* 34 Top Choice DIRECTV Channels:

A&E ^{HD} ABC Family ^{HD} AMC Animal Planet ^{HD} BET ^{HD} Bloomberg Television Cartoon Network CMT ^{HD} CNN ^{HD} Comedy Central ^{HD} Discovery Channel ^{HD} E! Entertainment Television	Food Network ^{HD} Fox Movie Channel Fox News Channel ^{HD} FX ^{HD} Headline News ^{HD} History ^{HD} Lifetime Lifetime Movie Network Military Channel MSNBC National Geographic ^{HD} Nickelodeon/Nick at Nite	Oxygen Speed ^{HD} Spike TV ^{HD} TBS ^{HD} TLC ^{HD} TNT ^{HD} Travel Channel truTV USA Network ^{HD} Versus ^{HD} The Weather Channel ^{HD}
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In Addition to the Top Choice DIRECTV Channel lineup which is included in the Basic Tier One Package (see page 17); properties have the option to add any of the following a la carte channels & channel packages to their lineup of programming service.

NOTE:

The **pricing** for these a la carte packages is listed below on pages 18 - 22.

The actual **channels** that are included in each of the listed a la carte programming packages are shown on pages 23 – 26.

PRICING FOR A LA CARTE PROGRAMMING PACKAGES

Programming Packages**	GSA Price
In-Room Choice	\$2.97
ESPN Package	\$4.28
HD Business Package	\$0.25
The Fundamentals	\$1.81
Famiy Favorites	\$0.55
Great Entertainment	\$0.53
Facts & Fantasy	\$0.27
Business Networks	\$0.55
Adventure Package	\$0.55
Music Extra	\$0.38
Local Channels	\$42.30 per property



PRICING FOR A LA CARTE PREMIUM PACKAGES

Premium Packages	GSA Price
HBO Package	\$3.53
Cinemax Package	\$3.53
SHOWTIME Unlimited Package	\$5.04
SHOWTIME, FLIX & Sundance Channel Package	\$4.13
SHOWTIME Package	\$3.02
Starz Super Pack	\$3.78
Starz / Encore + 3 Themes	\$3.32
Starz / Encore + 2 Themes	\$3.17
Starz / Encore + 1 Theme	\$3.02
Starz / Encore	\$2.52
Encore + 6 Themes	\$1.96
Encore + 3 Themes	\$1.36
Encore + 1 Theme	\$0.96
Encore	\$0.76



PRICING FOR A LA CARTE STAND-ALONE AND BUNDLED SERVICES

Stand-Alone & Bundled Services	GSA Price
A&E, History, Oprah Winfrey Network	\$0.35
BabyFirstTV	\$0.20
BBC America, Current TV	\$0.20
BET, GSN	\$0.15
Big Ten Network	\$0.25
Bravo, IFC, WE: Women's Entertainment	\$0.35
C-SPAN, C-SPAN2	\$0.08
CBS College Sports	\$0.15
Disney Channel, Disney XD	\$0.76
ESPN	\$5.19
ESPN, ESPN2	\$4.43
ESPN, ESPN2, ESPNNews	\$4.33
Fox Movie Channel	\$1.01
Fox News Channel	\$0.50
Fox Soccer Channel	\$0.20
Fox Soccer Plus	\$0.20
FUEL TV	\$0.20
FX	\$0.30
Golf Channel	\$0.25
Go!TV	\$0.20
HGTV, Food Network, Travel Channel	\$0.15
LOGO	\$0.15
MLB Network	\$0.40
NBA TV	\$0.35
NFL Network	\$0.30
Nicktoons, Nick Jr, TeenNick, PBS Kids Sprout	\$0.30
Speed	\$0.25
Sundance Channel	\$0.35
Tennis Channel	\$0.25
Turner Classic Movies (TCM)	\$0.30
TV Land, Lifetime Movie Network, Hallmark Channel	\$0.25
TVG The Interactive Horseracing Network	\$0.15
Versus	\$0.35
WGN America	\$0.14



PRICING FOR A LA CARTE MUSIC CHANNELS

Music Channels	GSA Price
Sonic Tap Music Channels	\$18.00

PRICING FOR A LA CARTE REGIONAL SPORTS NETWORKS

Regional Sports Networks	GSA Price
Altitude Sports & Entertainment	\$1.00
Comcast SportsNet California	\$1.00
Comcast SportsNet Chicago	\$1.00
In-Market Regional Sports Networks	\$1.00
Sports Time Ohio	\$1.00
SportsNet New York	\$1.00
SportSouth (only available in certain areas of the U.S.)	\$1.00
YES Network: In Market - NY, NY DMA	\$1.76
YES Network: Out of Market, available to viewers in NY, CT and portions of NJ and PA	\$1.51



PRICING FOR A LA CARTE INTERNATIONAL PROGRAMMING

International Programming	GSA Price
Azteca	\$0.15
BanglaDirect	\$0.15
Disha India	\$0.15
FilipinoDirect	\$0.35
HindiDirect	\$0.35
Jadeworld: 1-999 Units	\$201.50
Jadeworld: 1000+ units	\$403.00
KoreanDirect	\$0.25
MandarinDirect	\$0.15
RTR Planeta	\$0.15
RussianDirect	\$0.35
RussianDirect II	\$0.40
TeluguDirect	\$0.15
TFC Direct	\$0.25
Univision & Galavision	\$0.15
VietDirect HONVIETV	\$0.15
VietDirect VHN	\$0.15
Bonus Channels	\$0.00



CHANNEL LISTINGS FOR PROGRAMMING PACKAGED SERVICES via DIRECTV*

Listed below are the actual channels that are included in each of the programming packages listed in the pricing tables on pages 18 - 22.

*Prices subject to change per DTV rate changes

CHANNELS IN PROGRAMMING PACKAGES

<p>IN-ROOM CHOICE™ Includes Over 80 Channels</p>	<p>The 101 Network^{HD} A&E^{HD} ABC Family^{HD} AMC Animal Planet^{HD} BET^{HD} Big Ten Network^{HD} Biography Channel^{HD} Bloomberg Television^{HD} Bravo^{HD} Cartoon Network (East)^{HD} Cartoon Network (West)^{HD} CBS College Sports^{HD} Chiller^{HD} CMT^{HD} CNBC^{HD} CNN^{HD} Comedy Central^{HD} Cooking Channel C-SPAN C-SPAN2 Current TV Discovery Channel^{HD} Documentary Channel E! Entertainment Television ESPNU Fine Living FitTV Food Network^{HD} Fox Business Network^{HD}</p>	<p>Fox Movie Channel^{HD} Fox News Channel^{HD} Free Speech TV⁺ FUEL TV^{HD} Fuse^{HD} FX^{HD} G4 GOD TV⁺ Golden Eagle Broadcasting⁺ Golf Channel^{HD} Gospel Music Channel GSN: the network for games^{HD (only in HD)} HDNet^{HD (only in HD)} HD Theater^{HD (only in HD)} Headline News^{HD} HGTV^{HD} History^{HD} History International Independent Film Channel Investigation Discovery Jewelry Television Network Lifetime Lifetime Movie Network LOGO Military Channel MLB Network^{HD} Mountain West Sports^{HD} MSNBC^{HD} MTV^{HD} MTV2 National Geographic^{HD} Nat Geo WILD</p>	<p>NBA TV^{HD} NFL Network^{HD} NHL Network^{HD} Nickelodeon/Nick at Nite (East)^{HD} Nickelodeon/Nick at Nite (West)^{HD} Ovation TV Oxygen Planet Green^{HD} REELZ Channel RFD-TV Science Channel^{HD} Sleuth^{HD} SOAPnet^{HD} Speed^{HD} Spike TV^{HD} Sportsman Channel^{HD} Syfy^{HD} TBS^{HD} Tennis Channel^{HD} TLC^{HD} TNT^{HD} Travel Channel truTV TV Guide Channel TV Land TV One USA Network^{HD} Versus^{HD} VH1 Classic^{HD} VH1^{HD} WE: Women's Entertainment^{HD} The Weather Channel^{HD}</p>
<p>ESPN Package:</p>	<p>ESPN^{HD}, ESPN2^{HD}, ESPNNews^{HD}, ESPNU, ESPN Classic and ESPN Deportes - At a minimum ESPN, ESPN2, ESPNNews, and ESPNU must be displayed at all times.</p>		
<p>HD Business Package:</p>	<p>Crime & Investigation^{HD}, Hallmark Movie Channel^{HD}, HDNet Movies^{HD}, MGMHD^{HD}, Palladia^{HD}, Smithsonian^{HD} and Universal^{HD} - Requires an active subscription to IN-ROOM CHOICE or The Fundamentals</p>		
<p>The Fundamentals:</p>	<p>The 101 Network^{HD} Bloomberg Television Cartoon Network (East)^{HD} Cartoon Network (West)^{HD} CNN^{HD} C-SPAN2 Discovery Channel^{HD}</p>	<p>Fox News Channel^{HD} FX^{HD} HDNet^{HD (only in HD)} HD Theater^{HD (only in HD)} Headline News National Geographic^{HD}</p>	<p>Speed^{HD} TBS^{HD} TLC^{HD} TNT in HD^{HD} USA Network^{HD} The Weather Channel^{HD}</p>



Family Favorites:	ABC Family ^{HD} AMC Animal Planet ^{HD} Discovery Channel ^{HD}	Discovery, Fit & Health HDNet ^{HD (only in HD)} HD Theater ^{HD (only in HD)} Investigation Discovery	Military Channel Oprah Winfrey Network Planet Green ^{HD} The Hub ^{HD} TLC ^{HD}
Great Entertainment:	Comedy Central ^{HD} , Lifetime, MTV ^{HD} , MTV2, Nickelodeon/Nick at Nite (East) ^{HD} , Nickelodeon/Nick at Nite (West) ^{HD} , and VH1 ^{HD}		
Facts & Fantasy:	E! Entertainment Television, Syfy ^{HD} , and truTV		
Business Networks:	Bloomberg Television, CNBC ^{HD} , Fox News Channel ^{HD} , and MSNBC		
Adventure Package:	Cooking Channel, DIY Network, Fine Living, National Geographic ^{HD} , and The Outdoor Channel		
Music Extra:	CMT ^{HD} , Fuse, GAC and Spike TV ^{HD}		
Local Channels:	Includes all local channels available in your area		

CHANNELS IN PREMIUM PACKAGES

HBO® Package:	HBO® ^{HD} , HBO® West ^{HD} , HBO® 2 East & West, HBO Family East & West, HBO Latino®, HBO Signature, HBO Zone East ^(HD Only)
Cinemax® Package:	Cinemax® ^{HD} , Cinemax® West ^{HD} and MoreMAX
SHOWTIME® Unlimited Package:	FLIX, SHOWTIME ^{HD} , SHOWTIME West ^{HD} , SHOWTIME 2 ^{HD} , SHOWCASE ^{HD} , SHOWTIME Extreme ^{HD} , SHOWTIME Beyond ^{HD only} , SHOWTIME Next ^{HD only} , SHOWTIME Women ^{HD only} , Sundance Channel, The Movie Channel® East, ^{HD} The Movie Channel® West ^{HD}
SHOWTIME®, FLIX & Sundance Channel® Package:	FLIX, SHOWTIME ^{HD} , SHOWTIME West ^{HD} , SHOWTIME 2 ^{HD} , SHOWCASE ^{HD} , SHOWTIME Extreme ^{HD} , SHOWTIME Beyond ^{HD only} , SHOWTIME Next ^{HD only} , SHOWTIME Women ^{HD only} , Sundance Channel
SHOWTIME® Package:	SHOWTIME East ^{HD} , SHOWTIME West ^{HD} , SHOWTIME 2 ^{HD} , SHOWCASE ^{HD} , SHOWTIME Extreme ^{HD} , SHOWTIME Beyond ^{HD only} , SHOWTIME Next ^{HD only} , SHOWTIME Women ^{HD only}
Starz® Super Pack:	Encore East ^{HD} , Encore West, Encore Action, Encore Drama, Encore Love, Encore Mstery, Encoure Wam, Encore Westerns, Starz® East, ^{HD} Starz® West ^{HD} , Starz® Edge ^{HD} , Starz® InBlack, Starz® Cinema ^{HD only} , Starz® Comedy ^{HD only} , Starz® Kids & Family ^{HD only}
Starz® / Encore® + 3 Themes (7 Channels)	
Starz® / Encore® + 2 Themes (6 Channels)	
Starz® / Encore® + 1 Theme (5 Channels)	
Starz® / Encore® (4 Channels : Starz®, Starz® Edge ^{HD}, Starz® InBlack, Encore)	
Encore® + 6 Themes (7 Channels)	
Encore® + 3 Themes (4 Channels)	
Encore + 1Themes (2 Channels)	
Encore®	



CHANNELS IN STAND-ALONE AND BUNDLED SERVICES

A&E, History, Oprah Winfrey Network	FX
BabyFirstTV	The Golf Channel
BBC America, Current TV	Go!TV
BET, GSN	HGTV, Food Network, Travel Channel
Big Ten Network	LOGO
Bravo, IFC, WE: Women's Entertainment	MLB Network
C-SPAN, C-SPAN 2	NBA TV
CBS College Sports	NFL Network
Disney Channel, Disney XD	Nicktoons, Nick Jr, TeenNick, PBS Sprout
ESPN	Speed
ESPN, ESPN 2	Sundance Channel
Fox Movie Channel	Turner Classic Movies
Fox News Channel	TV Land, Lifetime Move Network, The Hallmark Channel
Fox Soccer Channel	TVG The Interactive Horseracing Network
Fox Soccer Plus	Versus
FUEL TV	WGN America

CHANNELS IN SONICTAP MUSIC CHANNELS

Alternative: Coffeehouse Rock	Holiday & Happenings	Pop/Adult Contemporary: Love Songs	Sonic Tap: Latin Hits
Alternative: Flashback / New Wave	Instrumental: Beautiful Instrumentals	Pop/Adult Contemporary: Y2K Hits	Sonic Tap: Latin Jazz
Bluegrass: Bluegrass	International: Reggae	Pop/Adult: Today's Hits	Sonic Tap: Mariachi
Classic Rock Workout	Irish	PUMP!	Sonic Tap: Music of the Americas
Classic Rock: Classic Hits Blend	Italian Bistro Blend	Rat Pack	Sonic Tap: Regional Mexican
Classical: Light Classical	Italian Contemporary	Religious: Gospel Glory	Sonic Tap: Rock en Espanol
Classical: Symphonic	Jazz	Religious: Hallelujah	Sonic Tap: Salsa
Country: Hit Country	Jazz: Big Band/Swing	Religious: The Spirit	Specialty: 8-Tracks
Country: Honky Tonk Tavern	Jazz: Classic Jazz Vocal	Rock: Adult Alternative	Specialty: Be-Tween
Country: Modern Country	Jazz: Smooth Jazz	Rock: Alternative	Specialty: Blues
Country: Red, Rock & Blues	Latin: Bailamos!	Rock: Classic Rock	Specialty: The Playground
Country: Traditional Country	Metro Blend	Rock: College Rock	Standards: Showtunes
Dance: Dance	Modern Workout	Rock: Full Metal Jacket	Standards: Silver Screen
Dance: Retro Disco	Oldies: 60's Revolution	Rock: Hair Guitar	Standards: Singers-Songwriters
Dance: SubTerranean	Oldies: 70's Hits	Rock: Ink'd	Tranquility
Familiar Favorites	Oldies: 80's Hits	Rock: Reality Bites	Urban: Classic R&B
Folk: Folk Rock	Oldies: Malt Shop Oldies	Rock: Soft Hits	Urban: Hot Jamz (Hip Hop)
Great Standards	Piano	Rock: Spike	Urban: Hype
Groove Lounge	Pop/Adult Contemporary: 90's Hits	Sonic Tap: Carnaval Brasileiro	Urban: Old School Funk
Health & Fitness: New Age	Pop/Adult Contemporary: Adult Contemporary	Sonic Tap: Fiesta Tropical	Urban: Silky Soul
Health & Fitness: Zen	Pop/Adult Contemporary: Hottest Hits	Sonic Tap: Hurbano	Urban: The Boombox



CHANNELS IN REGIONAL SPORTS NETWORKS

Altitude Sports & Entertainment	Sports Time Ohio
Comcast SportsNet California	SportsNet New York
Comcast SportsNet Chicago	SportsSouth (only available in certain areas of US)
In-Market Regional Sports Networks	YES Network: In Market – NY, NY DMA Out of Market – Available to viewers in NY, CT & portions of NJ & PA

CHANNELS IN INTERNATIONAL PROGRAMMING

Azteca	Azteca America, Azteca Mexico
BanglaDirect	Disha India, ETV Bangla
Disha India	
FilipinoDirect	ABS-CBN News Channel, Cinema One Global, 101.9 for Life, DZMM Radio Patrol, The Filipino Channel, GMA Pinoy TV, Kapamilya, MYX, GEM NET, GMA Life TV
HindiDirect II	Disha India, FILMY, MTV India, NDTV, NDTV Good Times, NDTV Profit, Star Plus, Star Gold, Star One, UTV Movies, Willow Cricket
Jadeworld	TVB1, TVB2, TVBS, TVB Entertainment, CCTV-4, Tai Seng Entertainment
KoreanDirect	CTS, EBS, MBC, Radio Korea, SBW, SBS Plus TAN TV, YTN
MandarinDirect III	Charming China, Phoenix Info News, Phoenix North American TV, CTI Zhong Tian, TVB8, TVBS, Tai Seng Sat TV, CCTV4
RTR Planeta	Kultura, Rossiya
RussianDirect	Channel One Russia Worldwide, Dom Kino, Muzika Pervogo, TVNanny, Vremya: Retro Channel
RussianDirect II	Channel One Russia Worldwide, Dom Kino, Muzika Pervogo, Rossiya 24, RTR Planeta, RTVi, TVNanny, Vremya: Retro Channel
TeluguDirect	Disha India, ETV Teluga
TFC Direct	ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, GEM NET, Kapamilya Channel, MYX
Univision & Galavision	
VietDirect HONVIETV	HONVIETV, SBTN, TVB Vietnam, Little Saigon Radio, Tai Seng Vietnam, Vien Thao
VietDirect VHN	SBTN, VHN-TV, TVB Vietnam, Little Saigon Radio, Tai Seng Vietnam, Vien Thao
Bonus Channels	MHz Worldview, CCTV-9, GEM NET included with any International package with Multi-Satellite System

Free Add-On^{††} (Bloomberg Television, The Church Channel, FitTV, HSN, QVC, ShopNBC)

Complimentary Channels^{††} (**Satellite 101:** BYU TV, Christian Television Network, C-SPAN, Daystar, EWTN, Link TV, NASATV, NRB Network, TBN, TCT Network, The Word, World Harvest Television. **Satellite 119:** Enlace, Hope Channel, Jewish Life, ONCE Mexico, V-me).

*Orbital slot 95. Must have DIRECTV[®] Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility. **Orbital slot 101.

Must have DIRECTV[®] Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility. ***Orbital slot 119. Must have

DIRECTV[®] Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility. †Theme channels include: Western, Action, Mystery, Drama, Love and WAM.

††Free add-on with purchase of any DIRECTV In-Room programming. Must have DIRECTV Multi-Satellite System to receive these channels. Procurement of equipment is customer's responsibility.



8537 Six Forks Road, Suite 100
Raleigh, North Carolina 27615
919.850.3218



Ordering Information

Contact:

Bulk TV & Internet

Mailing Address:

PO Box 99129

Raleigh, North Carolina 27624

Phone: 919.850.3208

Fax: 919.573.0489

Email: gsa@bulkTV.com

Website: www.bulkTV.com



USA Commitment to Promote Small Business Participation Procurement Programs

PREAMBLE

Bulk TV & Internet 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:

Name: Dave O'Connell or Tom Conley
Phone: 919-850-3208
Email: gsa@bulkvtv.com
Fax: 919-573-0489



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 an 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.