

2. AMENDMENT/MODIFICATION NO. <b>P00129</b>	3. EFFECTIVE DATE <b>See Block 16B</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PR201707210007</b>	5. PROJECT NO. (If applicable)
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6. ISSUED BY General Services Administration/FAS/ITC Office of Acquisition Operations 1800 F Street, NW, 4 <sup>th</sup> Floor Washington DC 20405 Andrea Lane 703-306-6825	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR Manhattan Telecommunications 55 Water Street, 32 <sup>nd</sup> Floor New York, NY. 10041	( )	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>GS00Q17NSD3007</b>
		10B. DATED (SEE ITEM 13) <b>7/31/2017</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A


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

( )	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual Agreement of Both Parties (FAR 43.103(a)(3))</b>
	OTHER (Specify type of modification and authority)

**E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.**

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

SEE CONTINUATION PAGE

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Andoni Economou, COO/EVP</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Andrea Lane Contracting Officer</b>
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED <b>04/01/19</b>
	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED

1. The purpose of this modification is to create an exception table that allows GSA to make the determination that delivery of a mandatory service to a specific non-domestic or OCONUS location is waived.
2. The contract is modified as follows:

## **SECTION B CHANGES:**

### **SECTION B.1.2.2**

The following bullet has been added:

- In the course of administering the contract, GSA can make the determination that delivery of a mandatory service defined by a mandatory CLIN to a specific non-domestic or OCONUS location, could present an unreasonable burden to all contractors. In order for GSA to make this determination, one or more contractors must provide written proof, e.g., a letter from the LEC or CLEC that it does not support the specific service in the specific location, to the GSA CO. The letter must cite the specific service, CLIN and location where the service is not offered or supported by the local provider. The GSA CO will review the information provided and make a determination if the EIS contractors will be granted an exception for complying with the specific requirement. If the GSA CO determines that an exception can be granted, GSA will list the CLIN and pertinent location parameter(s) (e.g., country/jurisdiction ID, NSC) in the mandatory\_clin\_exceptions table created and maintained in GSA Systems. That mandatory CLIN will then be regarded as optional for a contractor to price when proposing the service in the excepted location. Any contractor already awarded the CLIN in the excepted location will be permitted to remove the corresponding unit price(s) from its contract immediately. The contractor will also be permitted to decline new orders for the excepted CLIN/location.

If at a future date the excepted mandatory CLIN becomes available at an excepted location, GSA has the right to remove the exception from the table and the contractor will be required to provide the service. If the contractor had removed the excepted price from the contract based on the exception being granted, the contractor will be required to add it back onto the contract via modification at the price originally awarded by the Government. If the contractor did not originally propose a price(s) for the excepted mandatory CLIN, it will be required to propose a price(s) that is acceptable to the Government prior to providing the service. If the exception is removed during the same period that it was originally added to the table, i.e., base, option period 1, option period 2, then the same price will be used. If the exception is removed during a different period that it was originally added to the table, then a new price will be negotiated with the vendor.

3. The estimated dollar value of the contract remains unchanged.
4. Except as provided herein, all prices, terms and conditions of the document referenced in Item 10A remain unchanged and in full force and effect