

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

**RECEIVED**

**MAR 23 2004**

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

\_\_\_\_\_  
*Application of* )

INTELSAT LLC )

Amendment to Application to Modify )  
Space Station Authorization to Operate the )  
INTELSAT 702 Satellite at 54.85° E.L. )  
\_\_\_\_\_ )

File Nos. SAT-AMD-20031118-00331

**Received**

**MAR 25 2004**

**Policy Branch  
International Bureau**

**PETITION FOR RECONSIDERATION**

New Skies Satellites N.V. ("New Skies") hereby petitions for reconsideration of the International Bureau's decision to partially and conditionally grant Intelsat LLC's ("Intelsat") request to modify the license for the INTELSAT 702 satellite to authorize it to operate temporarily at the 54.85° E.L. orbital location. New Skies has been licensed by the Netherlands to operate the NSS-703 satellite at the nearby 57° E.L. orbital location, and is placed substantially at risk by Intelsat's proposed operations – the true nature of which became evident only as its provisional license was granted.

Intelsat's application sought an unprecedented authorization, granting a U.S. license to a space station that would operate pursuant to coordination agreements between the Administration of India and other Administrations. However, our review shows Intelsat's planned operations from this orbital location do not conform to the ITU filings made by the Indian administration – which anticipate service only in the territory of India – and, more importantly, are not in accordance with the existing coordination agreement

between India and the Netherlands. These facts became clear only in a technical supplement filed one business day before the application was granted. In addition, Intelsat did not inform the Commission that its arrangement with New Skies for temporary operations at 55° E.L. was to expire at the end of February.

The Bureau granted a limited and conditioned Partial Modification Order that specifically incorporated the requirement that Intelsat operate its satellite in conformance with parameters agreed to between India and other affected administrations.<sup>1</sup> Intelsat patently does not comply with this condition. As a result, while the operations of INTELSAT 702 places New Skies' operations at 57° E.L. at risk, the mechanism for seeking an end to harmful interference is unclear due to the unusual structure of the authorization. Accordingly, the Commission should reconsider its decision to grant even the Partial Modification Order and defer authorizing Intelsat's operations at 54.85° E.L. until such time as a coordination agreement related to that slot has been put into place.

#### **BACKGROUND**

New Skies operates NSS-703, a hybrid C-/Ku-band satellite, at the 57° E.L. orbital location pursuant to an authorization from the Netherlands. The Dutch have entered into a series of coordination agreements with other administrations that have licensed satellites in the nearby portion of the orbital arc, and these agreements govern both how NSS-703 may be operated and also how other satellites must operate to protect NSS-703. Thousands of users, including U.S. companies and U.S. government agencies, depend on NSS-703 and its ability to operate without harmful interference from adjacent

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<sup>1</sup> See Public Notice, Rep. No. SAT-00196, DA No. 04-576 (rel. Feb. 27, 2004); Grant Stamp with attached conditions, File No. SAT-AMD-20031118-00331 (issued Feb. 23, 2004) ("Partial Modification Order").

satellites. Satellites licensed by India have operated at the 55° E.L. slot for years, providing domestic services within India. The U.S. has not coordinated the operation of any satellite – including INTELSAT 702 – at or near that location.

In January 2003, Intelsat sought special temporary authority (“STA”) to operate INTELSAT 702 at the 55° E.L. orbital location in order to provide back-up capacity for the failing INSAT-2DT satellite already operating at that slot until its replacement, INSAT-3E, could be launched.<sup>2</sup> Both INSAT-2DT and INSAT-3E are licensed by the Indian government. Although the Indian administration has filed materials with the ITU for both C- and Ku-band operations at this slot, these satellites use only C-band frequencies. In February 2003, New Skies and Intelsat agreed to a set of operating parameters and conditions for INTELSAT 702’s operations in both the C- and Ku-bands at 55° E.L. designed to prevent harmful interference to NSS-703 operating at 57° E.L. New Skies supported grant of the requested STA, assuming Intelsat’s continued compliance with the Intelsat/New Skies agreement.<sup>3</sup> Soon after, Intelsat began C-band operations at 55° E.L. as authorized, but at no time has it provided any regular Ku-band services from this location.

INSAT-3E was successfully launched in September 2003. In November 2003, Intelsat requested and was granted a series of very short term STAs that would allow it to relocate the INTELSAT 702 satellite to 54.85° E.L. while it transitioned traffic to INSAT-3E, affording separation between the satellites to decrease the potential for

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<sup>2</sup> See File No. SAT-STA-20030110-00001.

<sup>3</sup> See Letter from William M. Wiltshire to Marlene H. Dortch, File No. SAT-STA-20030110-00001 (dated Feb. 19, 2003).

collision.<sup>4</sup> Intelsat also filed a request to amend its pending application for modification of the INTELSAT 702 license to relocate the satellite to 54.85° E.L. that is the subject of this proceeding.<sup>5</sup>

In its Amendment Application, Intelsat stated that it “will operate INTELSAT 702 at 54.85° E.L. against the Administration of India’s ITU filings”<sup>6</sup> – which cover only the territory of India. Pursuant to a request from the Bureau, Intelsat belatedly filed supplemental information related to the potential for interference created by Intelsat’s Ku-band operations at the proposed orbital location.<sup>7</sup> In that supplemental submission, Intelsat considered cases involving earth stations located in Qatar and Afghanistan – marking the first time in the proceeding that Intelsat had indicated that it sought to operate in an area outside that covered by the Indian administration’s ITU filings and outside the existing coordination agreement between India and the Netherlands.

The next business day, the Bureau granted a limited modification for Ku-band frequencies only, subject to unusual and unprecedented conditions (the “Partial Modification Order”). Condition 5 of the Partial Modification Order incorporates that statement as a condition of license:

This authorization is issued on the understanding that Intelsat LLC, pursuant to its agreement with the Indian Space Research Organization (ISRO) will conform its operations to parameters agreed to in coordination

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<sup>4</sup> See File Nos. SAT-STA-20031112-00326 (granted Nov. 13, 2003); SAT-STA-20031208-00348 (granted Feb. 11, 2004); SAT-STA-20040109-00003 (TT&C only; granted Feb. 11, 2004); SAT-STA-20040206-00013 (TT&C only; granted Feb. 11, 2004).

<sup>5</sup> See Further Amendment to Application of Intelsat LLC to Modify Authorization, File No. SAT-AMD-20031118-00031 (filed Nov. 18, 2003)(“Amendment Application”).

<sup>6</sup> *Id.* at p. 3.

<sup>7</sup> See Letter from Jennifer D. Hindin to Marlene H. Dortch, File No. SAT-AMD-20031118-00331 (dated Feb. 20, 2004)(“Technical Analysis Letter”).

agreements between the Administration of India and other Administrations.

However, as Intelsat must have known, the coordination agreement between India and the Netherlands governing the use of Ku-band frequencies at the 55° E.L. orbital location does not cover operations outside of India – which appear to be the only operations actually contemplated by Intelsat at 54.85° E.L. Moreover, as Intelsat was well aware, its interim agreement with New Skies for operations at 55° E.L. was due to terminate on February 27, 2004. Nor has Intelsat or the Indian administration begun negotiating (much less concluded) an operating arrangement with New Skies or the Netherlands administration to ensure that there will be no harmful interference from the operations of INTELSAT 702 at 54.85° E.L. into NSS-703, including services outside of India.

New Skies has recently learned that Intelsat is using INTELSAT 702 to meet the requirements of a U.S. government contract that requires steerable spot beam coverage over the entire area “within the 38 degree East to 78 degree East, and 16 degree North to 44 degree North longitude, and latitude,” with a minimum required EIRP to all locations within that footprint of 40 dBW.<sup>8</sup> As evidenced by the attached map of the Middle East,<sup>9</sup> the service area of that contract falls predominantly outside of India, and includes only half of India itself. Thus, the authorization that Intelsat requested in its public application at the Commission bears little resemblance to the service it privately contemplated.

#### DISCUSSION

Intelsat has requested and received a truly unprecedented modification to its license for INTELSAT 702. For the first time, the Commission has issued a license for a

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<sup>8</sup> See Telecommunications Request at pp. 2-3 (Feb. 19, 2004) (attached hereto as Exhibit 1).

U.S.-flagged satellite that relies upon another administration for coordination. Given this unique situation, the Commission not surprisingly placed significant limitations and constraints upon the authorization in an attempt to cover various contingencies that could arise from this novel arrangement. However, as discussed below, Intelsat's operational plans do not conform to these conditions and will place New Skies' customer services at risk with no clear avenue for seeking redress.

The premise of Intelsat's Amendment Application was its commitment to "operate INTELSAT 702 at 54.85° E.L. against the Administration of India's ITU filings."<sup>10</sup> The Partial Modification Order incorporated this concept, as it was explicitly issued "on the understanding" that Intelsat would operate at 54.85° E.L. in conformity with parameters "agreed to in coordination agreements between the Administration of India and other Administrations."<sup>11</sup> However, Intelsat did not include in its application any of the Indian ITU filings against which it proposed to operate. Had Intelsat submitted the ITU filings related to the 55° E.L. orbital location – to which we assume it was referring – the Commission would have been alerted to the fact that the Ku-band footprint of those filings contemplates service only in India.

Even assuming that an agreement covering operations from 55° E.L. can be extended to nearby orbital locations, neither Intelsat nor the Indian administration has reached any agreement of any kind with New Skies or the Netherlands administration for Ku-band operations at the 54.85° E.L. orbital location for services outside of India.

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<sup>9</sup> See Exhibit 2 attached hereto.

<sup>10</sup> Amendment Application at p. 3.

<sup>11</sup> Partial Modification Order at Condition 5.

Intelsat not only should have been aware of that fact, it also was certainly aware of the fact that the operating agreement it reached with New Skies in February 2003 was to expire in February 2004. The Amendment Application, while promising to operate under the auspices of the Indian administration's ITU filings, failed to mention that its planned Ku-band operations outside of India would not comply with any relevant coordination agreement or other arrangement would even arguably be in place as of the end of February. Had Intelsat disclosed more forthrightly that its true intention was to provide service outside of India, both the Commission and other interested parties would have had an opportunity to seek protection for areas not covered by agreements with India.

As evidenced by the Bureau's request for an interference analysis, Intelsat's proposed operations present a significant risk of causing harmful interference to other satellites operating in nearby orbital locations. While Intelsat concludes that there is "no possibility of any excess interference"<sup>12</sup> to New Skies, its assumptions are highly favorable to the conclusion it obviously desired to reach. For example, it assumes a 3.8 meter earth station, even though the standard Intelsat earth stations range as small as 1.2 meters.<sup>13</sup> Nowhere in the Amendment Application did Intelsat promise to forego communications with such smaller earth stations, which are inherently more likely to cause interference. In addition, Intelsat ignores the fact that the Indian ITU filings that have been coordinated with New Skies cover only the territory of India, while Intelsat's analysis considered earth stations located in Qatar and Afghanistan.

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<sup>12</sup> Technical Analysis Letter, Attachment at p. 1.

<sup>13</sup> See Intelsat LLC, Application for C-Band and Ku-Band Global Satellite System, Annex 1 at p. 46 (filed Jan. 14, 2000). Intelsat's web site indicates that its VSAT services operate with earth stations as small as 90 cm. See [www.intelsat.com/products/vsat/index.aspx](http://www.intelsat.com/products/vsat/index.aspx).

Intelsat's analysis also purports to reach its absolutist conclusion based upon a theoretical extrapolation from a coordination agreement between an Intelsat satellite at 60° E.L. and NSS-703 at 57° E.L. Such an exercise cannot support the conclusion that there is "no possibility" of interference. Among other things, Intelsat has failed to consider the level of interference that will be caused to New Skies' customer links over an above the level that was budgeted when these links were designed. When designing customer links with its NSS-703 satellite, New Skies accounted for a specific level of interference from an Indian Ku-band satellite at 55° E.L. operating within strictly defined and agreed-upon parameters. Among other things, this calculation takes into account the maximum earth station off-axis EIRP density and peak satellite EIRP density, as well as the appropriate satellite beam coverage patterns. For some New Skies customers, even the comparatively benign operating levels assumed for the INTELSAT 702 downlink operations in the supplemental submission could cause as much as 6.0 dB more interference than had been anticipated from the Indian satellite at 55° E.L. Moreover, assuming a less benign case – e.g., operating at the maximum satellite EIRP density level specified in the INTELSAT 7 ITU filings and authorized by the Commission in the underlying INTELSAT 702 license<sup>14</sup> – this excess could even be as much as 24.0 dB. Because these interference levels will substantially exceed that anticipated by New Skies based on its coordination with India, New Skies' customer link availability will be degraded, resulting in a harmful effect by significantly degrading the quality of service they will receive.

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<sup>14</sup> See *id.* at Annex 1, Appendix 3, pp. VII/VIIA 1-44.



Similarly, on the uplink, Intelsat's analysis does not even consider the difference between the NSS-703 satellite receive gain towards the Indian territory (which has been coordinated) and towards the area where Intelsat apparently intends to serve earth stations (which has not been coordinated). That by itself can have a dramatic effect on the excess interference that New Skies' customers will receive compared to what they would justifiably expect based on a link budget built around the Indian coordination.

Lastly, Intelsat's analysis fails to consider a case in which either Intelsat or New Skies relocated its spot beam to meet customer requirements. If such a case resulted in co-coverage, co-frequency, and co-polarization transmissions by the two operators, further excess interference to New Skies would likely result. Such interference is of particular concern, as it may arise unpredictably and without warning through Intelsat's unilateral decisions to steer its spot beam to cover different areas over time. The Partial Modification Order includes specific protections for the satellite located on the other side of the 54.85° E.L. slot – the Russian Express AM22 satellite at 53° E.L. – but has no such specific protections for New Skies. At a minimum, Intelsat should be required not to redirect its spot beam without seeking further Commission approval – or, more appropriately, to direct the spot beam only within the territory of India operating at levels consistent with the Netherlands-India coordination agreement.

The Partial Modification Order authorizes Intelsat to operate on a non-harmful interference basis, and requires Intelsat to cease operations upon notification of such interference.<sup>15</sup> However, the unique structure of the licensing and coordination responsibility in this case could render that requirement difficult to enforce. If harmful

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<sup>15</sup> Partial Modification Order at Conditions 1 and 2.

interference or (assuming a coordination agreement were in place) a coordination dispute were to arise, it is not at all clear from the order exactly from whom New Skies would seek relief. For example, if there is a disagreement between the Commission and the Indian government about the nature and extent of interference to other operators – from whom must Intelsat take direction? With respect to coordination issues, the Partial Modification Order states that “responsibility for both compliance with and enforcing compliance with [coordination] agreements is a matter which would arise under private law”<sup>16</sup> – but which country would have jurisdiction, and what law would control? If harmful interference would result from INTELSAT 702’s proposed operations, any time taken to sort out this confusion would cause a disruption of service to New Skies’ customers, including U.S. government agencies. That is an unacceptable outcome, but a predictable one under the novel framework of this order.

In addition, it is worth noting that the public interest justification for granting a modification in this case appears problematic at best. The Modification Application states that a grant would “provide Intelsat the flexibility needed to manage its system, meet the current customer demand for satellite services in the region and operate the INTELSAT 702 spacecraft in a safe manner.”<sup>17</sup> None of these arguments bears scrutiny. First, Intelsat nowhere attempts to explain how the private benefit of gaining “flexibility” translates into a public benefit that would justify grant of this very novel application. Second, the Commission has held that its public interest analysis is confined to effects

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<sup>16</sup> *Id.* at Condition 5.

<sup>17</sup> Amendment Application at p. 4.

that would be felt in the United States.<sup>18</sup> As the Commission has recognized, a satellite operating in this portion of the orbital arc patently cannot provide services to any portion or territory of the United States.<sup>19</sup> Since INTELSAT-702 demonstrably will not be able to provide any services to, from, or within the United States, the benefits that Intelsat asserts would seem to fall outside the bounds of the Commission's analysis. Moreover, Intelsat has made no showing that other satellites in the region (such as NSS-703) lack capacity to meet whatever customer demands there may be. Third, there are myriad ways in which Intelsat could operate its spacecraft in a safe manner – such as by going to any one of a number of other orbital locations that it has asked to locate INTELSAT 702 in the past.

#### CONCLUSION

Intelsat has received an unprecedented authorization from the Commission, but one of the pivotal underpinnings of that authorization – coordination agreements covering Intelsat's proposed operations – does not exist. Its proposed operations at 54.85° E.L. could have a significant impact upon NSS-703 and other satellites operating in the area, especially in the absence of these crucial coordination agreements. Intelsat's Amendment Application nowhere mentions the fact that the only agreement with New Skies that even arguably could cover its proposed operations was to expire just four days after the Partial

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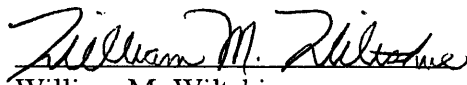
<sup>18</sup> See, e.g., *General Electric Capital Corp. and SES Global, S.A.*, 16 FCC Rcd. 17575, 17594 (Int'l Bur. and WTB 2001) (“We need not analyze the impact of the proposed transaction on competition in the provision of satellite services to foreign countries that do not involve service to or from the United States”); *VoiceStream Wireless Corp.*, 16 FCC Rcd. 9779, 9824 (2001) (“We note that our analysis is confined to specific harms alleged in the U.S. telephony markets, and does not consider harms that may occur in German telephony markets and any resulting impact on German consumers”).

<sup>19</sup> See *New Skies Satellite N.V.*, 16 FCC Rcd. 6740, 6743 (Int'l Bur. 2001) (declining to add NSS-703 to the Permitted List because the satellite “is not visible to the United States or any of its territories from the 57° E.L. orbital location”).

Modification Order was issued. The Commission should reconsider the wisdom of granting this novel authorization in light of the absence of any coordination agreement with New Skies that could apply to Intelsat's operations at 54.85° E.L. and the other complications arising from the unique licensing/coordination structure.

Respectfully submitted,

NEW SKIES SATELLITES N.V.

By:   
William M. Wiltshire

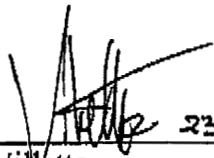
HARRIS, WILTSHIRE & GRANNIS LLP  
1200 Eighteenth Street, N.W.  
Washington, DC 20036  
202-730-1300

*Counsel for New Skies Satellites N.V.*

Dated: March 23, 2004

**CERTIFICATION OF PERSON RESPONSIBLE FOR  
PREPARING ENGINEERING INFORMATION**

I hereby certify that I am the technically qualified person responsible for preparation of the engineering information contained in this pleading, that I am familiar with Part 25 of the Commission's rules, that I have either prepared or reviewed the engineering information submitted in this pleading, and that it is complete and accurate to the best of my knowledge and belief.

  
23/03/04  
Eric Villette  
Manager, Frequency Management  
New Skies Satellites N.V.

**EXHIBIT 1**

Date: 19 FEB 04  
To: ARROWHEAD  
ARTEL  
SPACELINK

TELECOMMUNICATIONS REQUEST (TR)

TSR NBR AW07JAN043543/I/AQSS23.YB/COMPETITIVE INQUIRY

THE DITCO TSR NUMBER IS TO BE INCLUDED IN ALL CORRESPONDENCE ISSUED TO COMPANY INSTALLERS AND ON ALL COMPANY EQUIPMENT SHIPPING LABELS. THE COMPANY SHALL CONTACT EACH PERSON DESIGNATED AS "CONTACT" AT EACH SERVICE LOCATION 5 WORK DAYS PRIOR TO THE CONTRACTED SERVICE DATE TO CONFIRM THAT THE SERVICE DATE WILL/WILL NOT BE MET AND TO VERIFY ACCESS TO THE USER'S PREMISES. THE COMPANY WILL NOTIFY ALL USERS OF THIS SERVICE OF ANY CHANGE TO THE LOCAL EXCHANGE COMPANY (LEC) CIRCUIT IDENTIFICATION (ID) NUMBER.

CONTRACT NUMBER DCA200-01-D-500X TASK ORDER 0105  
EXERCISE PROJECT DISN  
CSA NBR NEW LEASE  
TYPE ACTION START  
TYPE OF SERVICE CIRCUIT ONLY/SINGLE VENDOR  
TYPE OPERATION FULL DUPLEX  
CIRC MOD/TRUNK CHAN 224MH  
SVC AVAIL FULL PERIOD  
SIGNALING NO SIGNALING  
SERVICE POINTS 1. UNDTMNDL Z6  
2. SATELLITE SATEL  
3. UNDTMNDL Z6  
PURPOSE LEASE 224 MHZ OF CONTIGUOUS KU BAND COMMERCIAL SATELLITE BANDWIDTH IN SUPPORT OF CONTINUING SATELLITE COMMERCIAL EXPANSION.  
SIMO TSR ACTION COORDINATION: FOR DITCO SCOTT/AQSC21: A. ORDER VENDOR SERVICES VIA DSTS-G CONTRACT USING CSE PDC Y6E0GM AND ESTABLISH USER BILLING UNDER PDC 2399SP UPON RECEIPT OF IN-EFFECT AND BILLING INSTRUCTIONS FROM THE CCJ6-C B. KU-BAND SERVICE MUST BE WITHIN THE RECEIVE FREQUENCY RANGE OF 10.95 GHZ TO 12.75 GHZ INCLUSIVE AND TRANSMIT FREQUENCY RANGE OF 14.0 GHZ TO 14.5 GHZ INCLUSIVE C. M&C SPECTRUM PRICING AND SPACE SEGMENT SOLUTION SHALL BE PRICED SEPEARTELY D. DSTS-G EVALUATION WILL BE BASED ON FACTORS IDENTIFIED IN THE REMARKS SECTION  
CCSD UCJMW1W6  
PDC 2399SP  
SERVICE DATE 25 FEB 04

EST SVC LIFE 12 MONTHS, WITH 3 RE  
DCS TECH SCHEDULE NS NS  
AVOID LOCATIONS (1) N/A  
AVOID TRANS MEDIA (2) N/A  
AVOID NETWORK (3) N/A  
SERVICE POINT UNDTMNDL Z6  
BLDG/DIRS/ADDRESS DEPLOYABLE KU BAND EARTH TERMINAL  
RM/FL SAT TERMINAL  
FACILITY CST-COMMERCIAL SATELLITE (COMSAT) TERMINAL  
MAIL ADDRESS USCENTCOM CCJ6-C 7115 S. BOUNDARY BLVD MACDILL  
AFB, FL 33621  
CONTACT JEFF CONOVER D 312-651-6071 C 813-827-6071  
CONOVEJA@CENTCOM.MIL BOB HART D 651-4059 C  
813-827-4059 HARTR@MACDILL.DISA.MIL  
ON SITE EQPT DEPLOYABLE KU BAND EARTH TERMINAL VAN  
SERVICE POINT SATELLITE SATEL  
BLDG/DIRS/ADDRESS SAT  
FACILITY SAT-SATELLITE RELAY  
MAIL ADDRESS TBD BY VENDOR ACTIONS  
CONTACT TBD BY VENDOR ACTIONS  
ON SITE EQPT SATELLITE TRANSPONDER  
SERVICE POINT UNDTMNDL Z6  
BLDG/DIRS/ADDRESS DEPLOYABLE KU BAND EARTH TERMINAL  
RM/FL SAT TERMINAL  
FACILITY CST-COMMERCIAL SATELLITE (COMSAT) TERMINAL  
MAIL ADDRESS USCENTCOM CCJ6-C 7115 S. BOUNDARY BLVD MACDILL  
AFB, FL 33621  
CONTACT JEFF CONOVER DSN 312-651-6071  
CONOVEJA@CENTCOM.MIL BOB HART D 651-4059 C  
813-827-4059 HARTR@MACDILL.DISA.MIL  
ON SITE EQPT DEPLOYABLE KU BAND EARTH TERMINAL VAN  
JURISDICTION INTERSTATE USE, 100 PERCENT  
REMARKS

LEASE 224 MHZ OF CONTIGUOUS OTHORGANALLY POLARIZED  
KU-BAND COMMERCIAL SATELLITE BANDPASS IN THE CENTCOM AOR TO  
SUPPORT TERMINALS AS DEFINED AT A LATER DATE.  
A. SOLUTIONS PROPOSING LESS THAN THE REQUIRED 224 MHZ WILL  
BE RATED AS "NOT TECHNICALLY SUFFICIENT" AND WILL NOT BE  
FURTHER CONSIDERED.  
B. DESIGNATED EARTH STATIONS ARE OF A 2-PORT HORIZONTAL/VERTICAL  
FEED SYSTEM. THEREFORE THE UPLINK MUST BE VERTICALLY OR  
HORIZONTAL POLARIZED AND THE DOWNLINK MUST BE HORIZONTAL OR  
VERTICALLY POLARIZED. TRANSMIT AND RECEIVE MUST BE ON OPPOSITE  
POLES  
C. ELEVATION ANGLE FROM THE EARTH TERMINALS TO THE SATELLITE MUST  
BE AT LEAST 15 DEGREES IN ALL AREAS OF THE FOOTPRINT  
D. STEERABLE SPOT BEAM COVERAGE ON SPACE SEGMENT IS REQUIRED.  
E. SPACE SEGMENT IS REQUIRED TO HAVE COVERAGE AREAS WITHIN THE 38  
DEGREE EAST TO 78 DEGREE EAST, AND 16 DEGREE NORTH TO 44 DEGREE



NORTH LONGITUDE, AND LATTITUDE.

F. MINIMUM REQUIRED EIRP TO ALL LOCATIONS  
WITHIN THE FOOTPRINT IS 40 DBW.

ADDITIONAL INFO

OPERATIONAL SERVICE DATE: 251600Z FEB 04

NSS: Y3

REMARKS CONTINUED: G. TRANSPONDER MUST MEET THE SERVICE  
AVAILABILITY REQUIREMENTS AS STATED IN TABLE 3-5B OF THE DSTS-G  
PWS. A TRANSPONDER AVAILABILITY REPORT SHALL BE INCLUDED IN THE  
VENDOR'S PROPOSED SOLUTION

H. DSTS-G EVALUATION FACTORS ARE TECHNICALLY SUFFICIENT LEAST  
COST

I. AS PART OF THE VENDORS

TECHNICAL PROPOSAL, VENDORS MUST PROVIDE A DETAILED DESCRIPTION  
OF THE MONITOR AND CONTROL SERVICES THAT WILL BE PROVIDED AS PART  
OF THIS TASK ORDER. PROPOSALS THAT DO NOT CLEARLY DEMONSTRATE  
THAT THEY MEET THE MONITOR AND CONTROL REQUIREMENTS OF THE PWS  
WILL BE RATED AS "NOT TECHNICALLY SUFFICIENT" AND WILL NOT BE  
FURTHER CONSIDERED.

REMARKS CONTINUED: J. REQUIREMENTS OF DSTS-G PWS PARA 3.5.1 AND  
PARA 3.5.2.2 TO. PERFORM NEAR-REAL-TIME PERFORMANCE AND FAULT  
ISOLATION FUNCTIONS TO INCLUDE BUT NOT LIMITED TO FREQUENCY  
SPECTRUM ANALYSIS, UNAUTHORIZED USER/NEW CARRIER DETECTION AND  
MONITORING SIGNAL PARAMETERS ON AN AS CHANGED BASIS

FOROUT-OF-TOLERANCE ALARMS ARE NOT WAIVED AND WILL BE REQUIRED TO  
BE PERFORMED BY THE VENDOR. NEAR-REAL-TIME, AS CHANGED BASIS AND  
OUT-OF-TOLERANCE MEASUREMENTS INCLUDE BUT ARE NOT LIMITED TO  
CARRIER C/KT, TRANSPONDER POWER (EIRP) PER CARRIER, CARRIER  
CENTER FREQUENCY, CARRIER BANDWIDTH, AND CARRIER SPECTRUM.

K. AS A GOVERNMENT OPTION, ADDITIONAL SATELLITE SERVICES SUCH AS  
COMMERCIAL TELEPORT, TAIL SEGMENT EXTENSION, EARTH TERMINAL  
LEASES, HNA NEGOTIATIONS, LANDING RIGHTS PAYMENTS, ETC, MAY BE  
REQUIRED. DETAILS AND COST TO BE NEGOTIATED AT A LATER DATE WITH  
THE AWARDEE OF THIS TASK ORDER. GOVERNMENT RETAINS THE RIGHT TO  
PROCURE THESE SERVICES IN OTHER MANNERS SHOULD THE GOVERNMENT SO  
DECIDE.

L. ANY ADDRESSEE HAVING ACTION OR AN INTEREST IN THIS RFS/TSR  
WILL IMMEDIATELY NOTIFY THE DISA CSB OFFICE AND THE TSR POINT OF  
CONTACT OF PROBLEMS WHICH MAY EFFECT ANY SPECIFIED ACTION AND/OR  
ERRORS WITH CONFIGURATION, EQUIPMENT, SERVICES, CONTACT NUMBERS,  
ADDRESSES AND OTHER INFORMATION CONTAINED IN THIS RFS/TSR.

M. RFS POC: BOB HART D 651-4059 C 813-827-4059 EMAIL:  
HARTR@MACDILL.DISA.MIL

T & A TESTING IS NOT REQUIRED FOR THIS ACTION.

TSO CONTACT: MR HENRY CARTER; (314) 434-5225; CMCL:  
0711-68639-5225; E-MAIL: CARTERH@EUR.DISA.MIL

ACTY ACCEPT SERV CMO USCENCOM CCJ6 /DSN: 651-6701, CML:  
813-827-6701

CONTRACTING INQUIRY REMARKS:

1. OTHER THAN THE CONTRACTING OFFICE, CONTACT POINTS ARE INFORMATIONAL AND ARE NOT TO BE USED UNTIL AFTER AWARD OF THE TASK ORDER.
2. THERE ARE NO ATTACHMENTS INCORPORATED INTO THIS INQUIRY.
3. PERIOD OF PERFORMANCE: 12 MONTHS, WITH THREE 12-MONTH OPTIONS. REQUIRED SERVICE DATE IS 25 FEB 2004.
4. EVALUATION:
  - (A) EVALUATION WILL BE TECHNICALLY SUFFICIENT, LEAST COST.
  - (B) EVALUATION PERIOD: 12 MONTHS BASE PERIOD WITH THREE 12-MONTH OPTION PERIODS.
  - (C) ALL OPTIONS WILL BE EVALUATED.
  - (D) EVALUATION OF OPTIONS WILL NOT OBLIGATE THE GOVERNMENT TO EXERCISE THE OPTIONS.
5. IAW SECTION B PARAGRAPH 16 OF THE BASIC CONTRACT, ALL REGULATORY TELECOMMUNICATIONS CHARGES AND FEES MUST BE IDENTIFIED AT THE CLIN LEVEL, I.E. BASE FIRM FIXED AMOUNT, IDENTIFICATION OF PASS-THROUGH/S, PERCENTAGE/S, TOTAL.
6. TASK ORDER NRCS AND MRCS MUST BE IDENTIFIED AT THE CLIN LEVEL.
7. A. ALL CHARGES MUST BE IDENTIFIED. PASS-THROUGH CHARGES MAY BE CHANGED IAW THE TERMS OF THE CONTRACT, BUT THEY WILL NOT BE ADDED TO THE TASK ORDER AFTER AWARD.
8. PASS-THROUGH PRICING IS NOT REQUIRED. THE TOTAL PRICE MAY BE FIRM FIXED PRICED. IT IS AT THE OPTION OF THE CONTRACTOR. IF PASS-THROUGH CHARGES ARE PROPOSED, THEY WILL BE EVALUATED AS PART OF THE TOTAL PRICE.
9. TASK ORDER PROPOSALS ARE DUE NO LATER THAN (NLT) 23 February 2004 AT 8:00 A.M. CENTRAL STANDARD TIME. E-MAIL IS ACCEPTABLE. TECHNICAL PROPOSAL SHALL BE PROVIDED CONCURRENTLY TO THE COMMERCIAL SATCOM SERVICES OFFICE (CSSO), DAVID FRICK, ISAAC GUSMAN, MICHAEL ANDRE; USING THE CSSO ADDRESS OF CSSO@NCR.DISA.MIL, CRISTA DECKER AT DECKERC@SCOTT.DISA.MIL, BESS GOODMAN AT GOODMANB@SCOTT.DISA.MIL AND THE CONTRACTING OFFICER, MARCIA ANN FERRANTI, FERRANTM@SCOTT.DISA.MIL. COST PROPOSAL SHALL BE PROVIDED TO CRISTA DECKER, BESS GOODMAN AND THE CONTRACTING OFFICER, ANN FERRANTI. FAX IS ACCEPTABLE BUT MUST BE FOLLOWED UP ELECTRONICALLY. FAX NUMBER FOR CSSO IS 703-882-2869. FAX NUMBER FOR MARCIA ANN FERRANTI IS 618-229-9174.
10. QUESTIONS ARE DUE NO LATER THAN 12:00 P.M., CST, 20 FEBRUARY 2004.

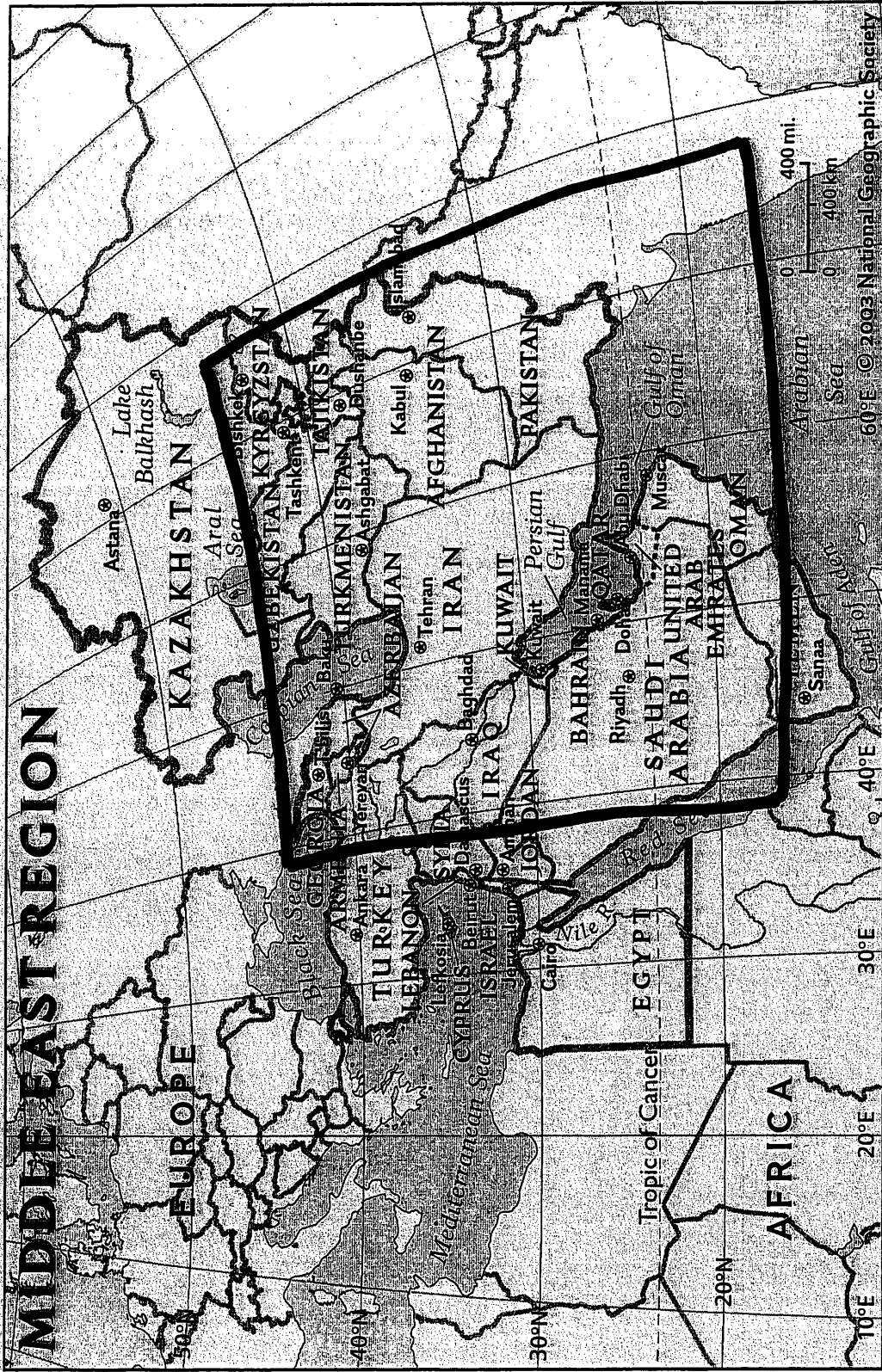
11. ACKNOWLEDGEMENT OF RECEIPT OF THIS INQUIRY IS DUE IMMEDIATELY AFTER ISSUANCE OF THIS INQUIRY.

12. THIS INQUIRY IS SUBJECT TO THE TERMS AND CONDITIONS OF DSTS-G CONTRACTS DCA20001D5002, DCA20001D5003, DCA20001D5004, AND ALL MODIFICATIONS THERETO.

13. DITCO FUND CITE 97X4930.5F20 000 C1013 0 068142 2F 2300

DITCO CONTACT BESS GOODMAN 618-229-9577  
GOODMANB@SCOTT.DISA.MIL  
DITCO CONTRACTING NEGOTIATOR

**EXHIBIT 2**



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**CERTIFICATE OF SERVICE**

I hereby certify that, on this 23rd day of March, 2004, a copy of the foregoing  
Petition for Reconsideration was served by hand delivery upon:

Bert W. Rein  
Jennifer D. Hindin  
Wiley Rein & Fielding LLP  
1776 K Street, N.W.  
Washington, DC 20006

A handwritten signature in cursive script, reading "Kelly J. Palmer", is written over a horizontal line. The signature is positioned to the right of the recipient's address.