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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE AND TERM OF CONTRACT

This is a firm fixed price Indefinite Delivery/Indefinite Quantity (ID/IQ) type contract. All Task Orders issued against this contract will be Firm Fixed Price.

Section F.3 (Term of the basic contract) and F.4 (Task Order Period of Performance) provide the performance and ordering terms for Complex Commercial SATCOM Solutions (CS3).

H.2 MINIMUM REVENUE GUARANTEE

The minimum revenue guarantee (MRG) amount for each award will be $1,000.

H.3 MAXIMUM CONTRACT VALUE

The total maximum contract value is $2.5 Billion.

H.4 ELECTRONIC ACCESS TO CONTRACT VIA INTERNET

The Contractor is hereby advised that a redacted version of the contract and all modifications shall be made available on the Internet. Within 15 calendar days of the base award and all modifications, the Contractor shall provide the proposed redacted contract to the General Services Administration (GSA) Procuring Contracting Officer (PCO) for approval. The Contractor shall prepare the proposed redacted version in accordance with Freedom of Information Act guidance. After receiving approval from the GSA PCO, the Contractor shall post the redacted contract to its public web site. As necessary, and upon approval of the GSA PCO, the Contractor shall correct and repost redactions at no additional cost to the Government.

The redacted version of the contract shall include current contract period pricing.

H.5 NEWS RELEASES

News releases pertaining to this contract shall not be made without prior written approval of the GSA PCO. Five business days' notice is required for approval.

H.6 U.S. CITIZENSHIP REQUIREMENTS

Contractors are hereby placed on notice that work on some orders, especially those requiring site visits to some U.S. Government locations or work on some Government Furnished Property, may require Contractor personnel performing the work to have U.S. citizenship and to be able to provide proof of that citizenship. This shall be provided at no

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additional cost to the Government.

H.7 CONFIDENTIALITY

In providing information in response to Task Orders or other Government requests for information, the Contractor may wish to claim confidentiality status for information submitted on the basis that it is a trade secret, or that it is confidential commercial or financial information. To claim confidentiality status, the Contractor must include the following statement on the title page of its proposal or other information submitted:

"The data included in this proposal shall not be disclosed outside the Government or duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information; provided that if a Contract is awarded to the Offeror as a result of or in connection with the submission of the data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in such data if it is obtained from another source without restrictions. The data subject to the restriction is contained in sheets marked with the following legend:

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

H.8 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES

Within scope changes to the contract may be proposed at any time by the Contractor or the Government. Based on Government needs, market research, industry trends, or discussions with Contractors, GSA may incorporate new or enhanced services to the contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, GSA will issue a request for proposal stating what the Government's needs are and the Contractor will be encouraged to respond.

The Contractor at any time during the life of the contract may also submit proposals for new services or enhanced services within the scope of the contract, and the GSA PCO will consider those proposals.

H.9 SECTION 508 COMPLIANCE

The Contractor shall ensure that any Electronic and Information Technology (EIT) procured at the Task Order level shall meet the applicable accessibility standards at 36 CFR 1194, if applicable. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended. This standard is viewable at www.section508.gov.

H.10 GOVERNMENT PROPERTY

Any equipment, property, or facilities furnished by the Government or any Contractor-acquired property must be specified on individual Task Orders and follow the policies and procedures of FAR Part 45 (GSA Class Deviation RFO-2025-45) for providing

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Government property to Contractors, Contractors' use and management of Government property, and reporting, redistributing, and disposing of Contractor inventory.

H.12 INCORPORATION OF SUBCONTRACTING PLAN

The Individual Small Business Subcontracting Plan, executed (UNIQUE TO EACH CONTRACTOR), and submitted in accordance with FAR 52.219-9 (Deviation Feb 2026), is hereby approved and incorporated herein.

H.13 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Basic Contract shall:

(a) The Government be deemed to have privity of contract with the owner/lessor of the leased items; or

(b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the Ordering Contracting Officer (OCO) for the Order has specifically approved/allowed such damages as part of the Award.

The CS3 Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST

The guidelines and procedures of FAR Subpart 9.5 (GSA Class Deviation RFO-2026-09) will be used in identifying and resolving any issues of organizational conflict of interest at the Task Order level.

In the event that a Task Order requires activity that would create an actual or potential conflict of interest, the Contractor shall:

(a) Notify the OCO of the actual or potential conflict, and not commence work on any Task Order that involves a potential or actual conflict of interest until specifically notified by the OCO to proceed;
(b) Identify the conflict and recommend to the OCO an alternate tasking approach which would avoid the conflict;

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If the OCO determines that it is in the best interest of the Government to issue the Task Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR Section 9.503.

H.15 TRAVEL

Travel shall be in accordance with (IAW) individual Task Order requirements. Travel details must be provided to and approved by the Contracting Officers Representative (COR) or the Government designee prior to the commencement of travel. All travel shall be IAW the Federal Travel Regulations (FTR). Outside the Contiguous United States (OCONUS) travel may require additional authorization and approvals as specified in the individual Task Order. (Department of Defense agencies must comply with the Joint Travel Regulations (JTR))

H.16 OPEN SEASON

It is in the Government's best interest to maintain an adequate number of small business Contractors eligible to compete for CS3 small business set-aside task orders to meet the Government's complex COMSATCOM requirements. In order to do that, the Government may declare an Open Season to replenish the pool of small businesses under North American Industry Classification System (NAICS) 517410 on the CS3 ID/IQ vehicle. This is important as the original CS3 small business awardees may outgrow their small business size standard on this long term contract. Small businesses that "graduate" the size standard for NAICS 517410 and recertify as an other than small business concern may elect to remain on CS3 as a large business. The number of Contractors may fluctuate due to a number of factors, to include mergers & acquisitions and Contractors outgrowing their small business size status under their existing CS3 Contract.

The number of Contractors added as a result of an open season event will be at the sole discretion of the Government. The award of additional ID/IQ contracts does not increase the overall ceiling of the original contract. Contracts awarded hereunder shall include the same terms and conditions of this Contract and shall not exceed the remaining period of performance. Existing Contractors cannot hold more than one CS3 ID/IQ contract at any given time. Previously awarded task orders will not be affected by an open season event.

The Government, at its discretion and when determined to be in its best interest, reserves the unilateral right to determine if and when an unrestricted open season is conducted to add Contractors to (1) ensure adequate competition is maintained and (2) that within the Contractor pool there is a high-quality mix of resources that Contractors have to perform expected task order requirements (FAR 16.504-3(a)(2) - (GSA Class Deviation RFO-2025-16)).

H.16.1 Small Business Open Season

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In the event the Government determines in its best interest that it is appropriate to declare an Open Season event to replenish the pool of CS3 small businesses, the Government will publicize said event at the Federal Business Opportunities website at least 30 days in advance of posting the formal open season solicitation. After posting the solicitation and receiving proposals, the Government will evaluate new proposals with the intention of awarding contracts to refresh the pool of small business Contractors. These proposals shall be subject to substantially the same evaluation procedures, documentation, and criteria (updated to reflect changes in regulatory provisions and commercial practices and certifications) as were used for the original solicitation and competition.

Following the published open season notice in Federal Business Opportunities in accordance with FAR Part 5, Publicizing Contract Action, Small business Contractors shall:

H.16.1.1 Submit a proposal in response to the CS3 solicitation that is materially identical to the original version of the CS3 solicitation; and

H.16.1.2 Receive a proposal rating that is equal to or higher than the lowest scoring Contractor within the pool of CS3 Contractors. (NOTE: The lowest scoring Contractor is based on the lowest evaluated rating in accordance with Section M at the time of the original CS3 awarded contracts.)

The number of Contractors added as a result of an open season event will be at the sole discretion of the Government. Utilization of the Open Season process to replenish the pool of small business concerns does not obligate the Government to perform any other Open Season procedure. The Government anticipates any declaration of an open season will occur prior to exercise of an option period.

H.16.2 Graduating Small Business

For those CS3 small business Contractors who are unable to certify as a small business in accordance with FAR 52.219-28 (Deviation Nov 2025), Post-Award Small Business Program Rerepresentation, the small business Contractor may elect to be considered and be placed in the pool of other than small business (large business) Contractors. Once placed in the pool of large businesses, such Contractors shall not be eligible to participate or compete in any subsequent task order set-aside solicitations. The period of performance term will be coterminous with the existing term of all other CS3 Contractors. Once a small business Contractor graduates and is placed in the pool of large businesses, the Contractor shall adhere to all contract terms and conditions specific to large business concerns, such as small business subcontracting reporting requirements. In order to be eligible to compete for orders as a large CS3 Contractor, the CS3 small business Contractor must:

H.16.2.1 Have re-represented their size standard as other than small during the term of CS3;

H.16.2.2 Provided written notice to the GSA PCO within the timeframes specified in FAR

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52.219-28(b) (Deviation Nov 2025) that its System for Award Management (SAM) data have been validated or updated to reflect its current status, and have provided the date of the validation or update;

H.16.2.3 Provided written notice to the GSA PCO of the interest to be considered for placement in the pool of large business CS3 Contractors;

H.16.2.4 Met all contract terms and conditions specific to large business concerns; and

H.16.2.5 Demonstrated successful performance under CS3 as determined through review of the Past Performance Information Retrieval System (PPIRS).

Immediately upon transition to the pool of large business Contractors, the formerly small business CS3 Contractor is eligible to submit a proposal in response to any unrestricted task order solicitation and receive task order awards with the same rights and obligations as any large business CS3 Contractor; however, the Contractor is no longer eligible to compete for task orders under the pool of CS3 small businesses. The Contractor must continue performance on active task orders once re-assigned as an other than small business CS3 Contractor, including the exercise of options at the task order level at the discretion of the OCO, until all active task orders are closed-out.

H.16.3 Small Business Rerepresentation

GSA is responsible for ensuring performance and compliance with the terms of CS3 and safeguarding the interests of the Government and the American taxpayer in its contractual relationships. Additionally, GSA must ensure that Contractors receive impartial, fair, and equitable treatment. As a long-term contract, in accordance with FAR 52.219-28 (Deviation Nov 2025), Post-Award Small Business Program Rerepresentation, small business Contractors are required to recertify during the life of the contract. This may result in CS3 small businesses having to rerepresent their size standard as other than small. Such Contractors shall notify the CS3 Procuring Contracting Officer (PCO) in writing within the timeframes specified in FAR 52.219-28(b) (Deviation Nov 2025) that its SAM data have been validated or updated to reflect its current status, and provide the date of the validation or update. On the effective date, such Contractors shall not be eligible to participate or compete in any subsequent task order set-aside solicitations; however, they shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level. On task orders awarded to a Contractor when the Contractor was considered a small business, the Contractor will continue to be considered a small business, for those orders only. Additionally, once a CS3 small business recertifies as other than small business, the "graduated" Contractor may request to be considered a large business on CS3 (see Section H.16.2 above).

(END OF SECTION H)