AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.: PS0015

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. *(If applicable)*: CS3

6. ISSUED BY CODE: 47QTCB

GSA/FAS/ITC
Services Contracts Division 1
1800 F Street, NW
Washington DC 20405

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

ARTEL LLC
Attn: Amanda Carnevale
251 18TH STREET S. SUITE 550
ARLINGTON VA 22202

CODE E93LMZUWUN91 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.: GS00Q17NRD4002

10B. DATED *(SEE ITEM 13)*: 10/16/2017

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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

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

CHECK ONE	
	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 data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.203(a)(3) (GSA Class Deviation RFO-2025-43)
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ 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.

Payment:

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*: Amanda Carnevale

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*: Jenni Lewis

15B. CONTRACTOR/OFFEROR: Signed by: Amanda Carnevale 114020EA0EDF431... *(Signature of person authorized to sign)*

15C. DATE SIGNED: 10/22/2026

16B. UNITED STATES OF AMERICA: DocuSigned by: Jenni Lewis E0038296B938454... *(Signature of Contracting Officer)*

16C. DATE SIGNED: 10/22/2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Docusign Envelope ID: 824C5564-6249-8AEC-82A9-5D3ED5F0653E

CS3 RFO Modification, SF30 Continuation Page

The purpose of this modification is to incorporate applicable Revolutionary Federal Acquisition Regulation Overhaul and Revolutionary GSA Acquisition Regulation Overhaul updates into the contract, as implemented through the GSA Class Deviations.

1. Contract Refresh. All updated contract sections are attached to this modification and are reissued to incorporate the applicable deviation FAR and GSAR updates, remove obsolete references, and make administrative and conforming edits consistent with the updated FAR and GSAR framework. Sections identified as having no substantive change are reissued for completeness only.

2. Applicability to Orders. The changes made by this modification apply to orders issued on or after the effective date of this modification. For existing orders, the changes apply only to prospective performance remaining on or after the effective date of this modification, unless otherwise stated in the individual order.

3. Interim Deviation Authority and Later Codification. These changes are incorporated on an interim basis pursuant to the applicable GSA Class Deviation(s). Upon codification of the applicable model deviation text in the FAR and GSAR, the codified FAR and GSAR text shall automatically supersede the deviations and be considered permanently incorporated into this contract. No additional contract modification will be issued for this purpose.

4. Contract Value. The estimated total dollar value of the contract remains unchanged.

5. No Other Changes. Except as expressly provided in this modification and its attachments, all other prices, terms, and conditions of the contract remain unchanged and in full force and effect.

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

Contractors are sought who will provide worldwide commercial satellite communications (COMSATCOM) Complex Solutions. COMSATCOM Complex Solutions comprise customized engineered solutions to meet customers' unique COMSATCOM needs. These solutions may include any combination of fixed satellite services and/or mobile satellite services, components, and/or service enabling authorizations (e.g., host nation approvals, landing rights, frequency clearances, etc.) and components and ancillary equipment such as terminals, teleports, terrestrial tail circuits, Subscriber Identity Module (SIM) cards, and peripherals.

The Contractor must provide a complete customized complex solution, illustrating its approach to satisfying all of the requirements outlined in the following three Sample Task Orders (STOs):

- STO #1 – Contingency Satellite Communications System and Services
- STO #2 – Environmental Data Network
- STO #3 – Base Communications Network for Ouargla, Algeria

The Contractor shall only propose firm-fixed prices for STO #1 and STO #2 for each year of the STO period of performance (PoP). The STOs are based on relevant, known requirements and are representative of the Federal Government work that is currently being serviced through other contract mechanisms. It is the Government's intention, through this section, to obtain prices for the services, related features, and equipment described in Section J for STOs #1 and #2 (Section J Attachment J-8 and Attachment J-10). All prices shall conform to the format and structure defined herein. The Government will evaluate Contractor proposed prices for STO #1 and STO #2. The Contractor is not required to propose pricing for STO #3. The Government will not evaluate any prices proposed for STO #3.

B.2 SERVICES AND PRICES

Item prices shall be provided for the entire 10 year period of performance (PoP) and the FAR 52.217-8 six-month extension. Each pricing element will be identified by a Contract Line Item Number (CLIN). CLIN ranges are allocated by STO number. CLIN(s) for the 10 year PoP and the FAR 52.217-8 six-month extension are six digit numbers or a six digit number with the letter (a), (b), or (c). For STO #1 all CLINs begin with the number "1," for STO #2 all CLINs begin with the number 2. Separate pricing shall be offered for each contract year using the CLIN structure defined below. CLIN periods for contract years 2 through 10 and the FAR 52.217-8 six-month extension (contract year 11) will use the same CLIN structure as defined for contract year 1 and will include a dash (-) with applicable years 2 through 11 .

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Tables B.2-1, B.2-2 and B.2-3 illustrate the STO CLIN numbering structure for the J-9, J-11a, and J-11b Excel Workbooks. Each individual CLIN has been identified in Contract Year 1 in Tables B.2-1, B.2-2 and B.2-3. The CLIN numbering scheme for the thirteen STO #1 CLINs repeat for contract years 2 through 10 and the FAR 52.217-8 six-month extension (contract year 11) by adding a dash at the end of each CLIN plus the numbers 1 through 11 that correspond to the contract year.

Table B.2-1. CLIN Numbering Structure STO #1 (Attachment J-9)

Contract Year	CLIN
Contract Year 1	110000-1
Satellite Communications Terminal and Equipment	110001-1
Satellite Communications Terminal and Equipment (Labor)	110001a-1
Satellite Communications Terminal and Equipment (Spares/Warranty)	110001b-1
Program Management	110002-1
Space Segment	110003-1
Teleport Service	110004-1
Terrestrial Service	110005-1
Training - Materials & Labor	110006-1
Frequency Clearances and Approvals	110007-1
Frequency Clearances and Approvals (Renewals)	110007a-1
Network Management and Operations Support (Equipment)	110008-1
Network Management and Operations Support (Labor)	110008a-1
Network Management and Operations Support (Spares/Warranty)	110008b-1
Contract Year 2*	110000-2
Contract Year 3*	110000-3
Contract Year 4*	110000-4
Contract Year 5*	110000-5
Contract Year 6* (Option Period 1)	110000-6
Contract Year 7* (Option Period 1)	110000-7
Contract Year 8* (Option Period 1)	110000-8
Contract Year 9* (Option Period 2)	110000-9
Contract Year 10* (Option Period 2)	110000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	110000-11

*Repeat the thirteen STO #1 CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year..

Table B.2-2. CLIN Numbering Structure STO #2 – Fixed (Attachment J-11a)

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Contract Year	CLIN
Contract Year 1	210000-1
Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	210001-1
Remote Site Equipment (No Solar Required: Chile and Argentina)	210001a-1
Remote Site Equipment (Labor)	210001b-1
Remote Site Equipment (Spares/Warranty)	210001c-1
Program Management	210002-1
Space Segment	210003-1
Teleport Service	210004-1
Terrestrial Service	210005-1
Frequency Clearances and Approvals	210006-1
Frequency Clearances and Approvals (Renewals)	210006a-1
Network Management and Operations Support (Equipment)	210007-1
Network Management and Operations Support (Labor)	210007a-1
Network Management and Operations Support (Spares/Warranty)	210007b-1
Contract Year 2*	210000-2
Contract Year 3*	210000-3
Contract Year 4*	210000-4
Contract Year 5*	210000-5
Contract Year 6* (Option Period 1)	210000-6
Contract Year 7* (Option Period 1)	210000-7
Contract Year 8* (Option Period 1)	210000-8
Contract Year 9* (Option Period 2)	210000-9
Contract Year 10* (Option Period 2)	210000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	210000-11

*Repeat the thirteen STO #2 (Fixed) CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year.

Table B.2-3. CLIN Numbering Structure STO #2 – Mobile (Attachment J-11b)

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Contract Year	CLIN
Contract Year 1	210000-1
Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	210001-1
Remote Site Equipment (No Solar Required: Chile and Argentina)	210001a-1
Remote Site Equipment (Labor)	210001b-1
Remote Site Equipment (Spares/Warranty)	210001c-1
Program Management	210002-1
Space Segment Service + Teleport Service	210003-1
Network Management and Operations Support (Equipment)	210004-1
Network Management and Operations Support (Labor)	210004a-1
Network Management and Operations Support (Spares/Warranty)	210004b-1
Contract Year 2*	210000-2
Contract Year 3*	210000-3
Contract Year 4*	210000-4
Contract Year 5*	210000-5
Contract Year 6* (Option Period 1)	210000-6
Contract Year 7* (Option Period 1)	210000-7
Contract Year 8* (Option Period 1)	210000-8
Contract Year 9* (Option Period 2)	210000-9
Contract Year 10* (Option Period 2)	210000-10
Contract Year 11* (FAR 52.217-8 / 6 mo extension)	210000-11

*Repeat the nine STO #2 (Mobile) CLINs listed for Contract Year 1 with the dash and one-digit extension representing the contract year.

The PoP for each STO will be a five year base period. The Contractor shall propose prices for all CLINs for the 5-year PoP (Years 1 through 5). Additionally, the Contractor shall propose prices for the two CS3 option periods: one (1) three-year option period (Years 6 through 8) followed by one (1) two-year option period (Years 9 and 10) and the FAR 52.217-8 six-month extension. STO #1 and STO #2 each have a Section J Excel Workbook (J-9 for STO #1 and J-11a or J-11b for STO #2) that shall be used by the Contractor to propose the priced solution for each STO. The Contractor shall utilize either the J-11a workbook for a Fixed Satellite Service solution or the J-11b workbook for a Mobile Satellite Service solution. The Contractor's Price Proposal narrative shall include a detailed Basis of Estimate for STO #1 and STO #2 that identifies the individual cost elements for each of the CLINS and how the CLINs add up to the overall system price for each STO.

This pricing applies specifically to the STOs as outlined in the Section J attachments. The individual prices provided in the Excel Workbooks are for the proposed solutions should they be required and ordered exactly as outlined in the Section J STO attachments (J-8 and J-10). The prices provided in Sample Task Order Microsoft Excel spreadsheets in Section J (J-9, J-11a and J-11b) will be the awarded prices and are the

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only prices incorporated in the contract.

B.2.1 EXCEL WORKBOOK PRICING TABLES

Contractors are required to provide price inputs to the pricing tables within the Excel Workbooks for both STO #1 (Attachment J-9) and STO #2 (Attachment J-11a or Attachment J-11b). Each Excel Workbook is comprised of 13 worksheets:

- One Summary worksheet (e.g. CLIN 110000 Summary for STO #1),
- One Contract Year Y – Detail worksheet for each of the ten contract years (e.g. Contract Year 1 – Detail) and FAR 52.217-8 six-month extension (e.g. CY 11-FAR 52.217-8 (6 mo extn)), and
- A Labor Categories worksheet (e.g. Labor Categories_W_PRICES).

The Bill of Materials (BOM) worksheets (see B.2.1.4) are provided in separate attachments (J-18 for STO #1, J-19 (Fixed) and J-20 (Mobile) for STO #2, and J-13 for STO #3).

Formulas have been entered into the Section J spreadsheets (J-9, J-11a and J-11b) for the Contractor's convenience. However, it is the Contractor's responsibility to ensure that all quoted prices are correctly calculated and that all cells have been properly filled out. (See Section B.10 for additional pricing instructions). The Contractor shall enter required data only into the yellow highlighted cells marked by a red border.

B.2.1.1 SUMMARY WORKSHEET

The total contract year cost (cell H44 on J-9 and J-11a, and H32 from J-11b) from each Contract Year – Detail worksheet (see B.2.1.2 below) is linked to D12 through D22 in the Summary worksheet. Each contract year total cost will sum to the total cost in cell D23.

The Contractor shall not enter any information into the J-9, J-11a and J-11b Summary Worksheets (e.g. CLIN 110000 Summary).

B.2.1.2 CONTRACT YEAR – DETAIL WORKSHEETS

B.2.1.2.1 CONTRACT YEAR – DETAIL WORKSHEETS FOR STO #1

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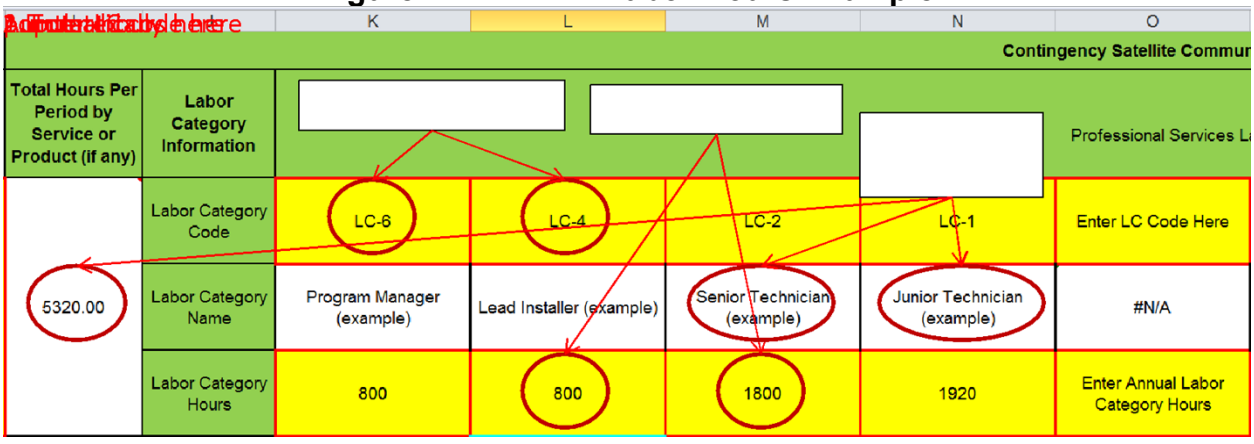
The Contractor shall enter required data into the yellow highlighted cells marked by a red border on the "Contract Year Y – Detail" worksheets for CLINs 110001 through 110008b. For these CLINs, please note the CLIN pricing instructions in Column C. The Contractor must fill out the description of the service or product in Column D and the Product/Service Unit Price in Column G. Column H automatically calculates the price for each CLIN. The Contractor must provide all prices rounded to the nearest whole dollar. The CY 11-FAR 52.217-8 (6-mo exten) worksheet pricing shall cover pricing for six months only.

Any equipment, supplies or service required in the Contractor's proposed solution for which an item is not specifically priced with a unique CLIN is considered to be not separately priced and shall be provided at no cost to the Government.

The Contractor shall also link labor hours to a specific CLIN by entering the information into columns K through T on the Contract Year Y – Detail worksheet (see Figure B.2-1). For CLINs where the Contractor shall price labor, three rows per CLIN are dedicated to entering the labor information. There is a two-step process for labor hours. Step 1, the Contractor shall type the Labor Code into the topmost row. Do not cut and paste from the Labor Categories worksheet or from elsewhere in the document to preserve the imbedded formula integrity. The Contract Year Y – Detail worksheet pulls in the full name from the Labor Categories worksheet (see B.2.1.3 below) into the middle row. Step 2, the Contractor shall enter the number of labor hours per Labor Category (LC) Code into the bottom row of the three. Column I sums the total number of labor hours from the bottom row.

Figure B.2-1. CLIN Labor Hours Example



Not all CLINs link labor hours to the CLIN price. For some CLINs, labor is not relevant. For example, in J-9 "Satellite Communications Terminal and Equipment," CLIN number 110001, labor is not applicable. For CLINs like 110001, the labor cells in columns I through T in the Contract Year Y – Detail worksheet have been blacked out.

Other CLINs are for labor only. For example, in J-9 "Satellite Communications Terminal

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and Equipment (Labor)," CLIN number 110001a is labor only. For those CLINs, the Product/Service Unit Price cells (Column G) is marked as "Not Applicable," and the Contractor must enter the total service or product price in Column H.

The final type of CLIN links labor hours to the Total Service or Product Price. For example, in J-9 "Training - Materials & Labor," CLIN number 110006 is for both Training materials and Training labor.

The number of labor hours per CLIN is the sum of all labor hours proposed per year. Using the example in Figure B.2-1 above for STO #1 (Attachment J-9), Year 1, if the value of cell I25 is 5320, then the Contractor is proposing 5320 hours of labor for the Satellite Communications Terminal and Equipment (Labor) CLIN (CLIN 11000a-1) for Contract Year 1.

B.2.1.2.2 CONTRACT YEAR – DETAIL WORKSHEETS FOR STO #2

For Fixed Satellite Solutions (Attachment J-11a), the Contractor shall enter required data into the yellow highlighted cells marked by a red border on the "Contract Year Y – Detail Worksheet for each of the ten contract years (e.g. Year 1 – Detail) for CLINs 210001 through 210007b and the FAR 52.217-8 six-month extension.

For Mobile Satellite Solutions (Attachment J-11b), the Contractor shall enter required data into the cells marked by a red border on the "Contract Year Y – Detail Worksheet for each of the ten contract years (e.g. Year 1 – Detail) for CLINs 210001 through 210004b and the FAR 52.217-8 six-month extension.

For all CLINs in both J-11a and J-11b, the Contractor must provide all prices rounded to the nearest whole dollar. The CY 11-FAR 52.217-8 FAR 52.217-8 (6 mo exten) worksheet pricing shall cover pricing for six months only.

Any equipment, supplies or service required in the Contractor's proposed solution for which an item is not specifically priced with a unique CLIN is considered to be not separately priced and provided at no cost to the Government.

The Contractor shall also link labor hours to a specific CLIN by entering the information into columns K through T on the Contract Year Y – Detail worksheet (see Figure B.2-1). For CLINs where the Contractor shall price labor, three rows per CLIN are dedicated to entering the labor information. There is a two-step process for labor hours. Step 1, the Contractor shall type the Labor Code into the topmost row. Do not cut and paste from the Labor Categories worksheet or from elsewhere in the document to preserve the imbedded formula integrity. The Contract Year Y – Detail worksheet pulls in the full name from the Labor Categories worksheet (see B.2.1.3 below) into the middle row. Step 2, the Contractor shall enter the number of labor hours per Labor Category (LC) Code into the bottom row of the three. Column I sums the total number of labor hours from the bottom row.

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Not all CLINs link labor hours to the CLIN price. For some CLINs, labor is not relevant. For example, in J-11a "Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)," CLIN number 210001, labor is not applicable. For CLINs like 210001, the labor cells in columns I through T in the Contract Year Y – Detail worksheet have been blacked out.

Other CLINs are for labor only. For example, in J-11b "Remote Site Equipment (Labor)," CLIN number 210001b is labor only. For those CLINs, the Product/Service Unit Price cells (Column G) is marked as "Not Applicable," and the Contractor must enter the total service or product price in Column H.

The final type of CLIN links labor hours to the Total Service or Product Price. For example, in J-11a "Teleport Service," CLIN number 210004 is for pricing for teleport services including any associated labor.

The number of labor hours per CLIN is the sum of all labor hours proposed per year. Using the STO #2 (Fixed) worksheet (J-11a) for example, if the value of cell I10 is 50, then 50 hours of labor were proposed for the Remote Site Equipment (Labor) CLIN (CLIN 210001b-1) for the Contract Year.

B.2.1.3 LABOR CATEGORIES WORKSHEET

The Contractor shall enter their labor category information into the Labor Categories worksheet ("Labor Categories_W_PRICES"), as shown in Figure B.2-2 below. The Contractor can enter up to 35 different labor categories into Columns B through AJ. The Labor Category Codes, identified by code LC-Y (with Y representing a number from 1 to 35), are highlighted in Blue on row 4. The Contractor shall not change the Labor Category Code. Step 1, the Contractor shall enter the labor category "short name" into row 5. Step 2, the Contractor shall enter the hourly rates into row 6 through 16. Finally, for Step 3, the Contractor shall enter the detailed description of the labor category into row 18. The Labor Categories worksheet is linked to the Contract Year Y – Detail worksheets as discussed in B.2.1.2.1 and B.2.1.2.2 above.

Figure B.2-2. Labor Categories Worksheet

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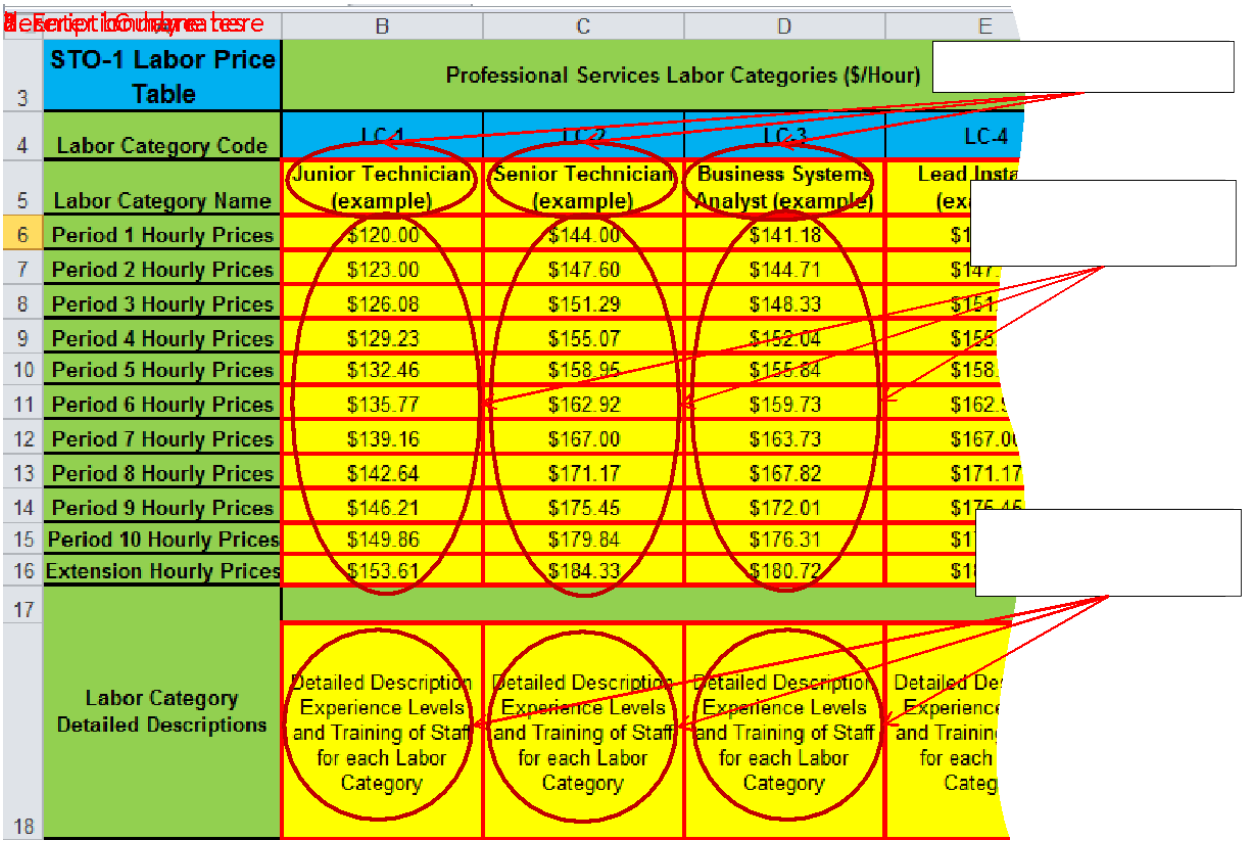

	B	C	D	E
3	STO-1 Labor Price Table	Professional Services Labor Categories ($/Hour)		
4	Labor Category Code	LC-1	LC-2	LC-3	LC-4
5	Labor Category Name	Junior Technician (example)	Senior Technician (example)	Business Systems Analyst (example)	Lead Insta (ex
6	Period 1 Hourly Prices	$120.00	$144.00	$141.18	$1
7	Period 2 Hourly Prices	$123.00	$147.60	$144.71	$147
8	Period 3 Hourly Prices	$126.08	$151.29	$148.33	$151
9	Period 4 Hourly Prices	$129.23	$155.07	$152.04	$155
10	Period 5 Hourly Prices	$132.46	$158.95	$155.84	$158
11	Period 6 Hourly Prices	$135.77	$162.92	$159.73	$162.5
12	Period 7 Hourly Prices	$139.16	$167.00	$163.73	$167.0
13	Period 8 Hourly Prices	$142.64	$171.17	$167.82	$171.17
14	Period 9 Hourly Prices	$146.21	$175.45	$172.01	$175.46
15	Period 10 Hourly Prices	$149.86	$179.84	$176.31	$1
16	Extension Hourly Prices	$153.61	$184.33	$180.72	$1
17					
18	Labor Category Detailed Descriptions	Detailed Description Experience Levels and Training of Staff for each Labor Category	Detailed Description Experience Levels and Training of Staff for each Labor Category	Detailed Description Experience Levels and Training of Staff for each Labor Category	Detailed De Experienc and Trainin for each Categ

B.2.1.4 BILL OF MATERIALS (BOM) WORKSHEET

The Contractor shall complete an unpriced BOM worksheet for STO #1, STO #2 and STO #3 that includes all required services, equipment, and labor. The Contractor shall enter the "Component Name or Service Name", "Component Description/Manufacturer/Model Number(s) or Service Description" (including manufacturer's model numbers, if applicable), and the required quantity, including labor hours, for each product or service (See J-13, J-18, J-19, and J-20). The Contractor shall submit the BOM worksheets with the Technical Volume.

B.3 MAXIMUM CONTRACT VALUE AND MINIMUM REVENUE GUARANTEE

The total maximum value of all services under the Basic Contract (for all awardees combined) shall not exceed $2.5 Billion, including the Options.

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

B.4 GSA MANAGEMENT FEE

The GSA Management Fee is two percent (2%) to be applied to the total price for

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Contractor performance as billed to the Government.

Contractors must include the fee in their proposed prices on all Orders. The Contractor remits the fee to GSA in accordance with Section G.4.2.

B.5 ORDER TYPE

Orders under the Basic Contract will be firm fixed price.

Orders must be Task Orders in compliance with FAR Subpart 16.506 and 16.507 (GSA Class Deviation RFO-2025-16).

Task Orders may be multi-year and/or include options as defined in FAR Part 17 and agency-specific FAR Part 17 supplements.

B.6 Performance Based Preference

Pursuant to FAR 37.1 (GSA Class Deviation RFO-2025-37), the Ordering Contracting Officer (OCO) (See Section G.2.3) must use performance-based acquisition methods to the maximum extent practicable.

B.7 ORDER PRICING

The OCO is responsible for the determination of price reasonableness for each Order. The OCO must determine fair and reasonable pricing for all Orders in accordance with FAR Subpart 15.4, Contract Pricing, and FAR 16.202, Firm-fixed-price contracts.

B.8 TRAVEL PRICING

Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46 and the Federal Travel Regulation.

B.9 LABOR SUBJECT TO THE PROVISIONS OF SERVICE CONTRACT LABOR STANDARDS

To the extent that any labor within scope of an Order and the Basic Contract, and subject to the provisions of (i) 41 U.S.C. Chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965); (ii) the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.) and (iii) related Secretary of Labor regulations and instructions (29 CFR parts 4, 6, 8, and 1925), the OCO must identify such work on the Order and apply wages in accordance with FAR Subpart 22.10, Service Contract Labor Standards Determinations.

Each Order must be tailored to include the appropriate FAR subpart Part 22.10 clauses.

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B.10 PRICING INSTRUCTIONS

B10.1 PRICING NARRATIVE

In the Contractor's price volume, the Contractors shall provide an explanatory pricing narrative and price breakdown of the proposed pricing for their technical solution for STO #1 and STO #2.

The Contractor shall provide a detailed Basis of Estimate for STO #1 and STO #2 that shows the cost elements for each of the CLINS and how the CLINs add up to the overall system price. The Contractor shall provide (per CLIN / per year) a cost element breakdown that includes but is not limited to labor categories, estimated hours, hourly rates, materials, and other direct costs (excluding travel and shipping), of the price for their technical solution for STO #1 and STO #2.

The Contractors are required to show the Basis of Estimate of each CLIN's cost and explain the logic, pricing assumptions, methodology and data used to determine the CLIN's price.

If the prices to be used are based on a published price list or catalog, the Contractor shall indicate this and provide a copy of the document with its price proposal. If the prices are to be based on established market prices, not otherwise published, or are prices applicable only to the proposed contract, the Contractor shall so state.

The Contractor shall fully describe their pricing methodology and all labor, services and equipment required for their Sample Task Order solution(s). If the Contractor does not fully describe their pricing methodology the Government shall consider any labor, services and equipment not included in the narrative to be provided at no cost.

Contractors shall identify and price all labor required for their Sample Task Order solutions.

SAMPLE TASK ORDERS

Pricing is only required for the following two STOs:
STO #1: Contingency Satellite Communications System and Services
STO #2: Environmental Data Network

(The Contractor is not required to propose pricing for STO #3. The Government will not evaluate any prices proposed for STO #3).

The Contractor shall provide pricing for all labor, services, and equipment proposed using the Sample Task Order Microsoft Excel spreadsheets in Section J. Clearly identify the components that compose each offered price. All equipment delivered as part of the complex satellite solution shall be priced as new equipment.

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The Contractor shall provide the overall system price for each Sample Task Order for each year of the base period and for each option year including the six-month extension authorized by FAR 52.217-8. The proposed firm fixed prices shall include all regulatory telecommunications charges and fees as well as all applicable Federal, State, and local taxes and duties. Formulas have been entered into the Section J spreadsheets for the Contractor's convenience; however, it is the Contractors responsibility to ensure that all quoted prices are correctly calculated and that all cells have been properly filled out.

The prices provided in Sample Task Order Microsoft Excel spreadsheets in Section J (J-9, J-11a and J-11b) will be the awarded prices and are the only prices incorporated in the contract.

B.10.2 PRICING INSTRUCTIONS FOR STO #1 (Attachment J-8)

The Contractor shall provide firm fixed prices for the items listed in the contract line item number (CLIN) list in Section J, Attachment J-9 according to the instructions in Section B, including labor categories and number of hours for each category as necessary. Each proposed labor category shall include position title and definition. Travel expenses and shipping shall not be provided as part of the Contractor’s price proposal.

The Government assumes an annual rate of inflation of 2.5% over the period of performance.

The proposed firm fixed prices shall include all regulatory telecommunications charges and fees as well as all applicable Federal, State, and local taxes and duties.

All prices shall include the 2% GSA Management Fee. Prices shall be specified and billed in United States dollar/currency (USD).

The CLINs for STO #1 (Attachment J-8) are:

- Satellite Communications Terminal and Equipment
- Satellite Communications Terminal and Equipment (Labor)
- Satellite Communications Terminal and Equipment (Spares/Warranty)
- Program Management
- Space Segment
- Teleport Service
- Terrestrial Service
- Training - Materials & Labor
- Frequency Clearances and Approvals

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- Frequency Clearances and Approvals (Renewals)
- Network Management and Operations Support (Equipment)
- Network Management and Operations Support (Labor)
- Network Management and Operations Support (Spares/Warranty)

Additional information to complete the worksheets in the Attachment J-9 workbook is provided in Table B.10-1 below.

Table B.10-1. CLIN Pricing Instructions STO #1 (Attachment J-9)

CLIN	Service or Product	CLIN Pricing Instructions
110001-1 thru 110001-11 FAR 52.217-8 (6 Month Extension)	Satellite Communications Terminal and Equipment	Contractors shall provide pricing for the following satellite communications terminal equipment: Laptops, and VoIP phone. No labor. Terminal suites should include all necessary satellite communications Radio Frequency (RF) equipment; baseband equipment; time division multiple access (TDMA) modem; two laptop computers; two Voice over Internet Protocol (VoIP) telephones; and all ancillary equipment (e.g., cables, connectors, and power cabling for a complete deployable communications solution). This CLIN is priced in Years 1 and 6 only. Do not include travel or shipping in CLIN 110001.
110001a-1 thru 110001a-11 FAR 52.217-8 (6 Month Extension)	Satellite Communications Terminal and Equipment (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 110001: **Yrs 1 & 6:** Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 110001. **Yrs 2-5, 7-10 + 6-month extension**: Provide labor costs for services to support operations and maintenance for equipment provided in CLIN 110001. **Do not include travel, shipping or equipment in CLIN 110001a.**
110001b-1 thru 110001b-11 FAR 52.217-8 (6 Month Extension)	Satellite Communications Terminal and Equipment (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 110001. This includes management (labor) for spares and warranty activities. **Do not include travel or shipping in CLIN 110001b.**
110002-1 thru 110002-11	Program Management	Contractors shall provide pricing for labor related to the following: Start-up labor costs, contract initiation, information assurance costs and system engineering costs proposed throughout the contract lifecycle (5-year base period, plus the

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FAR 52.217-8 (6 Month Extension)		two option periods and the 6-month extension), system documentation, configuration management documentation and system O&M Manuals. Additionally, any other program management related labor required for the Contractor's solution should be included in CLIN 110002. **Do not include travel or equipment in CLIN 110002.**
110003-1 thru 110003-11 FAR 52.217-8 (6 Month Extension)	Space Segment	Contractors shall provide pricing for space segment bandwidth. Contractors shall provide the amount of bandwidth (MHz) proposed in the Column D description (entitled "Contractor Provided Description of Service/Product"). Note that If any other cost elements (such as teleport services) are proposed, they must be described (in full) both in Column D and in the Contractor's Price Narrative referenced in Section B. This CLIN should also include the cost of any "occasional satellite use cost" if proposed as part of the technical approach. **Do not include travel or shipping in CLIN 110003.**
110004-1 thru 110004-11 FAR 52.217-8 (6 Month Extension)	Teleport Service	Contractors shall provide pricing for teleport services only and must include any associated labor. Note that if teleport services are not included as part of the space segment costs identified in CLIN 110003, the teleport services costs must be identified in CLIN 110004 (to include any associated labor) and must be described (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractors shall also include rack space for GFE if a part of the Contractor's technical approach. **Do not include travel or shipping in CLIN 110004.**
110005-1 thru 110005-11 FAR 52.217-8 (6 Month Extension)	Terrestrial Service	Contractors shall provide pricing for terrestrial service and include associated labor. **Do not include travel or shipping in CLIN 110005.**
110006-1 thru 110006-11 FAR 52.217-8 (6 Month Extension)	Training - Materials & Labor	Contractor's shall provide pricing to Include the cost to develop and produce a training plan. This CLIN should include all training materials (i.e. student handouts/guides) and labor cost for instructors to deliver the training. Training is required for the entire period of performance (5-year base period, plus the two option periods and the 6-month extension). **Do not include travel or shipping in CLIN 110006.**

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110007-1 thru 110007-11 FAR 52.217-8 (6 Month Extension))	Frequency Clearances and Approvals	Contractors shall price the cost to establish frequency clearances and approvals for each of the following countries: Bahrain, Germany, Kuwait, Qatar, Saudi Arabia, United Arab Emirates. Contractors shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractor's price shall be the sum total of the frequency clearances and approvals costs for the six countries identified above. (See - Note #1 below for example). **Do not include travel or shipping in CLIN 110007.**
110007a-1 thru 110007a-11 FAR 52.217-8 (6 Month Extension)	Frequency Clearances and Approvals (Renewals)	Contractors shall price the frequency clearance renewal fees for each of the following countries: Bahrain, Germany, Kuwait, Qatar, Saudi Arabia, United Arab Emirates. Contractors shall also provide the timeframes (e.g. 1 year) and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractors shall not provide pricing in Year 1 for CLIN 110007a. Pricing for CLIN 110007a (if applicable) should be provided in Years 2 thru 10 and the 6 month extension. Contractor's price shall be the sum total of the frequency clearances and approval renewals costs for the six countries identified above. (See Note #2 below). **Do not include travel or shipping in CLIN 110007a.**
110008-1 thru 110008-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Equipment)	Contractors shall provide pricing for network management and operations support equipment. This CLIN is priced in Years 1 and 6 only. **Do not include travel or shipping in CLIN 110008.**
110008a-1 thru 110008a-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 110008: **Yrs 1 & 6**: Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 110008. **Yrs 2-5, 7-10 + 6-month extension**: Provide labor costs for services (including Help Desk and NOC) to support operations and maintenance for equipment provided in CLIN 110008. **Do not include travel or equipment in CLIN 110008a.**

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110008b-1 thru 110008b-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 110008. This includes management (labor) for spares and warranty activities. **Do not include travel or shipping in CLIN 110008b.**

Notes

1. Frequency Clearances and Approvals
In addition to the Contractor's pricing the cost to establish frequency clearances and approvals for each of the identified six countries under J-8, the Contractor shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration. This information must be described in full in both the Contractor's Price Narrative and in Column D of the pricing spreadsheet. Additionally, the Contractor's submitted price shall be the sum total of the frequency clearances and approvals for the identified six countries. See example below. Note that "the frequency clearance terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances and approval costs established by the individual countries". It is the Contractors responsibility to obtain the accurate frequency terms and pricing of the frequency clearances and approvals for each of the respective countries. Note that all applicable frequency clearances and approvals are required per each terminal in each country.

Table B.10-1a Frequency Clearances and Approvals STO #1 – Example

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Country	Frequency Clearance Term	Number of Required Frequency Clearances	Terminal Quantity	Frequency Clearance Unit Cost	Frequency Clearance Total Extended Cost
Bahrain	Assumes Initial Frequency Clearance is Valid for 2 Years Initial Frequency Clearance Required In: Yr 1, Yr 3, Yr 5, Yr 7, Yr 9 and Yr 11	6	10	$15,000.00	$150,000.00
Germany	Assumes Initial Frequency Clearance is Valid for 5 Years Initial Frequency Clearance Required In: Yr 1, Yr 6 and Yr 11	3	10	$7,000.00	$70,000.00
Kuwait	Assumes Initial Frequency Clearance is Valid for 1 Year Initial Frequency Clearance Required In Each Year: Yr 1 thru Yr 11	11	10	$9,000.00	$90,000.00
Qatar	Assumes Initial Frequency Clearance is Valid for 4 Years Initial Frequency Clearance Required In: Yr 1, Yr 5 and Yr 9	3	10	$7,500.00	$75,000.00
Saudi Arabia	Assumes Initial Frequency Clearance is Valid for 3 Years Initial Frequency Clearance Required In: Yr 1, Yr 4, Yr 7 and Yr 10	4	10	$12,000.00	$120,000.00
United Arab Emirates	Assumes Initial Frequency Clearance is Valid for 6 Years Initial Frequency Clearance Required In: Yr 1 and Yr 7	2	10	$8,500.00	$85,000.00
Total Frequency Clearance Cost:					**$590,000.00**

The total sum of the frequency clearances and approvals identified in the above example is $590K. This dollar amount should be entered into the following spreadsheet: Attachment J-9 (STO #1), CLIN Number 110007-1 (Frequency Clearances and Approvals), Cell G28. Contractors shall include their itemized cost breakout for the frequency clearances and approvals in their price narrative.

2. Frequency Clearances and Approvals (Renewals)
Contractors shall not provide pricing for Contract Year 1 under the “Frequency Clearances and Approvals (Renewals)” CLIN. The Contractor’s submitted price shall be the sum total of the frequency clearances and approval renewals for the identified six countries for contract years two thru 10 plus the FAR 52.217-8 six-month extension in which applicable frequency clearances and approval renewal charges are incurred. (See example below). Note that “the frequency clearance renewals terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances renewal costs established by the individual countries”. It is the Contractors responsibility to obtain the accurate frequency terms and pricing of the frequency clearances renewals for each of the respective countries. Note that all applicable frequency clearances and approval renewals are required per each terminal in each country.

Table B.10-1b Frequency Clearances and Approvals Renewals STO #1 - Example

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Country	Frequency Clearance Renewals Required (For Contract Year 4)	Number of Required Frequency Renewals	Terminal Quantity	Frequency Renewal Unit Cost	Frequency Renewal Total Extended Cost
Bahrain	Assumes The Initial Frequency Clearance is Valid for 2 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 4, Yr 6, Yr 8 and Yr 10	5	10	$4,000.00	$40,000.00
Germany	Assumes The Initial Frequency Clearance is Valid for 5 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 7, Yr 8, Yr 9 and Yr 10	8	10	$3,000.00	$30,000.00
Kuwait	Assumes The Initial Frequency Clearance is Valid for 1 Year The Renewals Are Not Required	0	10	$4,000.00	$0.00
Qatar	Assumes The Initial Frequency Clearance is Valid for 4 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 6, Yr 7, Yr 8, Yr 10 and Yr 11	8	10	$2,500.00	$25,000.00
Saudi Arabia	Assumes The Initial Frequency Clearance is Valid for 3 Years. The Renewal is Valid For 1 Year: Renewals are Required In: Yr 2, Yr 3, Yr 5, Yr 6, Yr 8, Yr 9 and Yr 11	7	10	$2,000.00	$0.00
United Arab Emirates	Assumes The Initial Frequency Clearance is Valid for 6 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 6, Yr 8, Yr 9 and Yr 10	8	10	$1,000.00	$10,000.00
Total Frequency Renewal Cost:				⇨	**$105,000.00**

The total sum of the frequency clearances renewals identified in the above example is $105K. This dollar amount should be entered into the following spreadsheet: Attachment J-9 (STO #1), CLIN Number 110007a-1, (Frequency Clearances and Approvals (Renewals)), Cell G31. Contractors shall include their itemized cost breakout for the frequency clearances and approval renewals in their price narrative.

B.10.3 PRICING INSTRUCTIONS FOR STO #2 (Attachment J-10)

The Contractor shall provide firm fixed prices for the items listed in the contract line item number (CLIN) list in Section J, Attachment J-11a or J-11b according to the Section B pricing tables, including labor categories and number of hours for each category as necessary. Each proposed labor category shall include position title and definition. Travel expenses and shipping shall not be provided as part of the Contractor's price proposal.

The Government assumes an annual rate of inflation of 2.5% over the period of performance.

The proposed firm fixed prices shall include all regulatory telecommunications charges and fees as well as all applicable Federal, State, and local taxes and duties.

All prices shall include the 2% GSA Management Fee. Prices shall be specified and billed in United States dollar/currency (USD).

The Fixed Satellite Solution CLINs for STO #2 (Attachment J-10) are:

- Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)
- Remote Site Equipment (No Solar Required: Chile and Argentina)

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- Remote Site Equipment (Labor)
- Remote Site Equipment (Spares/Warranty)
- Program Management
- Space Segment
- Teleport Service
- Terrestrial Service
- Frequency Clearances and Approvals
- Frequency Clearances and Approvals (Renewals)
- Network Management and Operations Support (Equipment)
- Network Management and Operations Support (Labor)
- Network Management and Operations Support (Spares/Warranty)

Additional information to complete the worksheets in the Attachment J-11a workbook is provided in Table B.10-2 below.

Table B.10-2. CLIN Pricing Instructions STO #2, Fixed (Attachment J-11a)

CLIN	Service or Product	CLIN Pricing Instructions
210001-1 thru 210001-11 FAR 52.217-8 (6 month extension)	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Solar Array 3. Batteries 4. Environmental Enclosure 5. Ancillary Network Components **This CLIN is priced in Years 1 and 6 only.** **Do not include travel or shipping in CLIN 210001.**
210001a-1 thru 210001a-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (No Solar Required: Chile and Argentina)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Environmental Enclosure 3. Ancillary Network Components 4. Batteries **This CLIN is priced in Years 1 and 6 only.** **Do not include travel or shipping in CLIN 210001a.**
210001b-1 thru 210001b-11	Remote Site Equipment (Labor)	Contractors shall provide pricing for the following labor associated with CLINs 210001 and/or 210001a: **Yrs 1 & 6:** Provide Integration, Testing, and Installation labor costs for all equipment provided in CLINs 210001

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FAR 52.217-8 (6 Month Extension)		and/or 210001a. **Yrs 2-5, 7-10 + 6-month extension:** Provide labor costs for services to support operations and maintenance for equipment provided in CLINs 210001 and/or 210001a. **Do not include travel, shipping or equipment in CLIN 210001b.**
210001c-1 thru 210001c-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLINs 210001 and/or 210001a. This includes management (labor) for spares and warranty activities. **Do not include travel or shipping in CLIN 210001c.**
210002-1 thru 210002-11 FAR 52.217-8 (6 Month Extension)	Program Management	Contractors shall provide pricing for labor related to the following: Start-up labor costs, contract initiation, information assurance costs and system engineering costs proposed throughout the contract lifecycle (5-year base period, plus the two option periods and the 6-month extension), system documentation, configuration management documentation and system O&M Manuals. Additionally, any other program management related labor required for the Contractors solution should be included in CLIN 210002. **Do not include travel or equipment in CLIN 210002.**
210003-1 thru 210003-11 FAR 52.217-8 (6 Month Extension)	Space Segment	Contractors shall provide pricing for space segment bandwidth. In addition Contractors shall also identify the amount of bandwidth (MHz) proposed in Column D (entitled "Contractor Provided Description of Service/Product"). Note that If any other cost elements (such as teleport services) are proposed, they must be described (in full) both in Column D and in the Contractor's Price Narrative referenced in Section B. This CLIN should also include the cost of any "occasional satellite use cost" if proposed as part of the technical approach. **Do not include travel or shipping in CLIN 210003.**
210004-1 thru 210004-11 FAR 52.217-8 (6 Month Extension)	Teleport Service	Contractors shall provide pricing for teleport services only and must include any associated labor. Note that if teleport services are not included as part of the space segment costs identified in CLIN 210003, the teleport services costs must be identified in CLIN 210004 (to include any associated labor) and must be described (in full) both in Column D (entitled "Contractor Provided

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		Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractor's shall also include rack space for GFE if a part of the Contractor's technical approach. **Do not include travel or shipping in CLIN 210004.**
210005-1 thru 210005-11 FAR 52.217-8 (6 Month Extension)	Terrestrial Service	Contractors shall provide pricing for terrestrial service and include associated labor. **Do not include travel or shipping in CLIN 210005.**
210006-1 thru 210006-11 FAR 52.217-8 (6 Month Extension)	Frequency Clearances and Approvals	Contractors shall price the cost to establish frequency clearances and approvals for each of the following countries: Argentina, Bolivia, Brazil, Chile, Peru and Venezuela. Contractors shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractor's price shall be the sum total of the frequency clearances and approvals costs for the six countries identified above. (See - Note #1 below for example). **Do not include travel or shipping in CLIN 210006.**
210006a-1 thru 210006a-11 FAR 52.217-8 (6 Month Extension)	Frequency Clearances and Approvals (Renewals)	Contractors shall price the frequency clearance renewal fees for each of the following countries: Argentina, Bolivia, Brazil, Chile, Peru and Venezuela Contractors shall also provide the timeframes (e.g. 1 year) and must describe this information (in full) both in Column D (entitled "Contractor Provided Description of Service/Product") and in the Contractor's Price Narrative referenced in Section B. Contractors shall not provide pricing in Year 1 for CLIN 210006a. Pricing for CLIN 210006a (if applicable) should be provided in Years 2 thru 10 and the 6 month extension. Contractor's price shall be the sum total of the frequency clearances and approval renewals costs for the six countries identified above. (See Note #2 below). **Do not include travel or shipping in CLIN 210006a.**
210007-1 thru 210007-11	Network Management and Operations Support (Equipment)	Contractors shall provide pricing for network management and operations support equipment. This CLIN is priced in Years 1 and 6 only. **Do not include travel or shipping in CLIN 210007.**

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FAR 52.217-8 (6 Month Extension)		
210007a-11 thru 210007a-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 210007: **Yrs 1 & 6:** Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 210007 and 210007b. **Yrs 2-5, 7-10 + 6-month extension:** Provide labor costs for services (including Help Desk and NOC) to support operations and maintenance for equipment provided in CLIN 210007. **Do not include travel, shipping or equipment in CLIN 210007a.**
210007b-1 thru 210007b-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 210007a. This includes management (labor) for spares and warranty activities. **Do not include travel or shipping in CLIN 210007b.**

Notes

1. Frequency Clearances and Approvals
In addition to the Contractor's pricing the cost to establish frequency clearances and approvals for each of the identified six countries under J-10, the Contractor shall also identify the timeframes (e.g. 5 years) of the frequency clearance's initial expiration/duration. This information must be described in full in both the Contractor's Price Narrative and in Column D of the pricing spreadsheet. Additionally, the Contractor's submitted price shall be the sum total of the frequency clearances and approvals for the identified six countries. See example below. Note that "the frequency clearance terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances and approval costs established by the individual countries". It is the Contractors responsibility to obtain the accurate frequency terms and pricing of the frequency clearances and approvals for each of the respective countries. Note that all applicable frequency clearances and approvals are required per each terminal in each country.

Table B.10-2a Frequency Clearances and Approvals STO #2 – Example

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Country	Frequency Clearance Term	Number of Required Frequency Clearances	Terminal Quantity	Frequency Clearance Unit Cost	Frequency Clearance Total Extended Cost
Argentina	Assumes Initial Frequency Clearance is Valid for 2 Years Initial Frequency Clearance Required In: Yr 1, Yr 3, Yr 5, Yr 7, Yr 9 and Yr 11	6	10	$8,000.00	$80,000.00
Bolivia	Assumes Initial Frequency Clearance is Valid for 5 Years Initial Frequency Clearance Required In: Yr 1, Yr 6 and Yr 11	3	10	$6,000.00	$60,000.00
Brazil	Assumes Initial Frequency Clearance is Valid for 1 Year Initial Frequency Clearance Required In Each Year: Yr 1 thru Yr 11	11	10	$12,500.00	$125,000.00
Chile	Assumes Initial Frequency Clearance is Valid for 4 Years Initial Frequency Clearance Required In: Yr 1, Yr 5 and Yr 9	3	10	$8,500.00	$85,000.00
Peru	Assumes Initial Frequency Clearance is Valid for 3 Years Initial Frequency Clearance Required In: Yr 1, Yr 4, Yr 7 and Yr 10	4	10	$9,000.00	$90,000.00
Venezuela	Assumes Initial Frequency Clearance is Valid for 6 Years Initial Frequency Clearance Required In: Yr 1 and Yr 7	2	10	$7,500.00	$75,000.00
Total Frequency Clearance Cost:				⇨	**$515,000.00**

The total sum of the frequency clearances and approvals identified in the above example is $515K. This dollar amount should be entered into the following spreadsheet: Attachment J-11a (STO #2), CLIN Number 210006-1 (Frequency Clearances and Approvals), Cell G28. Contractors shall include their itemized cost breakout for the frequency clearances and approvals in their price narrative.

2. Frequency Clearances and Approvals (Renewals)
Contractors shall not provide pricing for Contract Year 1 under the “Frequency Clearances and Approvals (Renewals)” CLIN. The Contractor’s submitted price shall be the sum total of the frequency clearances and approval renewals for the identified six countries for contract years two thru 10 plus the FAR 52.217-8 six-month extension in which applicable frequency clearances and approval renewal charges are incurred. (See example below). Note that “the frequency clearance renewals terms and costs identified in the following example are provided for illustration purposes only and should not be construed as actual term lengths and actual frequency clearances renewal costs established by the individual countries”. It is the Contractors responsibility to obtain the accurate frequency terms and pricing of the frequency clearances renewals for each of the respective countries. Note that all applicable frequency clearances and approval renewals are required per each terminal in each country.

Table B.10-2b Frequency Clearances and Approvals Renewals STO #2 – Example

Docusign Envelope ID: 824C5564-6249-8AEC-82A9-5D3ED5F0653E

Country	Frequency Clearance Renewal Required (For Contract Year 8)	Number of Required Frequency Renewals	Terminal Quantity	Frequency Renewal Unit Cost	Frequency Renewal Total Extended Cost
Argentina	Assumes The Initial Frequency Clearance is Valid for 2 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 4, Yr 6, Yr 8 and Yr 10	5	10	$3,000.00	$30,000.00
Bolivia	Assumes The Initial Frequency Clearance is Valid for 5 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 7, Yr 8, Yr 9 and Yr 10	8	10	$2,000.00	$0.00
Brazil	Assumes The Initial Frequency Clearance is Valid for 1 Year The Renewals Are Not Required	0	10	$1,500.00	$15,000.00
Chile	Assumes The Initial Frequency Clearance is Valid for 4 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 6, Yr 7, Yr 8, Yr 10 and Yr 11	8	10	$3,500.00	$35,000.00
Peru	Assumes The Initial Frequency Clearance is Valid for 3 Years. The Renewal is Valid For 1 Year: Renewals are Required In: Yr 2, Yr 3, Yr 5, Yr 6, Yr 8, Yr 9 and Yr 11	7	10	$4,000.00	$40,000.00
Venezuela	Assumes The Initial Frequency Clearance is Valid for 6 Years. The Renewal is Valid For 1 Year. Renewals Are Required In: Yr 2, Yr 3, Yr 4, Yr 5, Yr 6, Yr 8, Yr 9 and Yr 10	8	10	$1,000.00	$10,000.00
Total Frequency Renewal Cost:				⇨	$130,000.00

The total sum of the frequency clearances renewals identified in the above example is $130K. This dollar amount should be entered into the following spreadsheet: Attachment J-11a (STO #2), CLIN Number 210006a-1, (Frequency Clearances and Approvals (Renewals)), Cell G31. Contractors shall include their itemized cost breakout for the frequency clearances and approval renewals in their price narrative.

The Mobile Satellite Solution CLINs for STO #2 (J-10) are:

- Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela) Remote Site Equipment (No Solar Required: Chile and Argentina)
- Remote Site Equipment (Labor)
- Remote Site Equipment (Spares/Warranty)
- Program Management
- Space Segment Service + Teleport Service
- Network Management & Operations Support (Equipment)
- Network Management & Operations Support (Labor)
- Network Management & Operations Support (Spares/Warranty)

Additional information to complete the worksheets in the Attachment J-11b workbook is provided in Table B.10-3 below.

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Table B.10-3. CLIN Pricing Instructions STO #2, Mobile (Attachment J-11b)

CLIN	Service or Product	CLIN Pricing Instructions
210001-1 thru 210001-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Solar Required: Bolivia, Brazil, Peru and Venezuela)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Solar Array 3. Batteries 4. Environmental Enclosure 5. Ancillary Network Components **This CLIN is priced in Years 1 and 6 only.** **Do not include travel or shipping in CLIN 210001.**
210001a-1 thru 210001a-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (No Solar Required: Chile and Argentina)	Contractors shall provide pricing for all equipment proposed in the technical solution: 1. Satellite Terminals 2. Environmental Enclosure 3. Ancillary Network Components 4. Batteries **This CLIN is priced in Years 1 and 6 only.** **Do not include travel or shipping in CLIN 210001a.**
210001b-1 thru 210001b-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Labor)	Contractors shall provide pricing for the following labor associated with CLINs 210001 and/or 210001a: **Yrs 1 & 6:** Provide Integration, Testing, and Installation labor costs for all equipment provided in CLINs 210001 and/or 210001a. **Yrs 2-5, 7-10 + 6-month extension:** Provide labor costs for services to support operations and maintenance for equipment provided in CLINs 210001 and/or 210001a and 210001c. **Do not include travel, shipping or equipment in CLIN 210001b.**
210001c-1 thru 210001c-11 FAR 52.217-8 (6 Month Extension)	Remote Site Equipment (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLINs 210001 and/or 210001a. This includes management (labor) for spares and warranty activities. **Do not include travel or shipping in CLIN 210001c.**
210002-1 thru 210002-11 FAR 52.217-8 (6 Month Extension)	Program Management	Contractors shall provide pricing for labor related to the following: Start-up labor costs, contract initiation, information assurance costs and system engineering costs proposed throughout the contract lifecycle (5-year base period, plus the two option periods and the 6-month extension), system documentation, configuration management documentation and system O&M Manuals.

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		Additionally, any other program management related labor required for the Contractors solution should be included in CLIN 210002. **Do not include travel or equipment in CLIN 210002.**
210003-1 thru 210003-11 FAR 52.217-8 (6 Month Extension)	Space Segment Service + Teleport Service	Contractors shall provide pricing for space segment bandwidth. In addition Contractors shall also identify the amount of bandwidth (MB) proposed in Column D (entitled "Contractor Provided Description of Service/Product"). Note that If any other cost elements (such as teleport services) are proposed, they must be described (in full) both in Column D and in the Contractor's Price Narrative referenced in Section B. This CLIN should also include the cost of any "occasional satellite use cost" if proposed as part of the technical approach. **Do not include travel or shipping in CLIN 210003.**
210004-1 thru 210004-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Equipment)	Contractors shall provide pricing for network management and operations support equipment. This CLIN is priced in Years 1 and 6 only. **Do not include travel or shipping in CLIN 210004.**
210004a-1 thru 210004a-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Labor)	Contractors shall provide pricing for the following labor associated with CLIN 210004: **Yrs 1 & 6:** Provide Integration, Testing, and Installation labor costs for all equipment provided in CLIN 210004. **Yrs 2-5, 7-10 + 6-month extension:** Provide labor costs for services (including Help Desk and NOC) to support operations and maintenance for equipment provided in CLIN 210004. **Do not include travel, shipping or equipment in CLIN 210004a.**
210004b-1 thru 210004b-11 FAR 52.217-8 (6 Month Extension)	Network Management and Operations Support (Spares/Warranty)	Contractors shall provide pricing for spares and warranty to support operations and maintenance for all equipment provided in CLIN 210004. This includes management (labor) for spares and warranty activities. **Do not include travel or shipping in CLIN 210004b.**

(END OF SECTION B)

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SECTION F
DELIVERIES OR PERFORMANCE

F.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES
52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far/

(End of Clause)

F.1.1 52.242-15 Stop-Work Order (Aug 1989)

F.1.2 52.242-17 Government Delay of Work (Apr 1984)

F.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the Order:

F.2.11 52.247-34 F.o.b. Destination (NOV 1991)
F.2.12 52.247-35 F.o.b. Destination, With Consignee's Premises (APR 1984)

F.2.13 52.247-36 F.a.s. Vessel, Port of Shipment (Apr 1984)

F.2.14 52.247-37 F.o.b. Vessel, Port of Shipment (Apr 1984)

F.2.15 52.247-38 F.o.b. Inland Carrier, Point of Exportation (Feb 2006)

F.2.16 52.247-39 F.o.b. Inland Point, Country of Importation (Apr 1984)

F.2.22 52.247-48 F.o.b. Destination-Evidence of Shipment (Feb 1999)

F.2.23 52.247-52 Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Transshipment Points (Deviation Nov 2025)

F.2.25 52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)

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F.3 TERM OF BASIC CONTRACT

The period of performance consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The Government may unilaterally exercise the option periods.

Base period	10/16/2017 through 10/15/2022
Option period 1	10/16/2022 through 10/15/2025
Option period 2	10/16/2025 through 10/15/2027

The Government may extend the term of this contract by written notice in accordance with FAR 52.217-9, Option to Extend the Term of the Contact.

F.4 TASK ORDER PERIOD OF PERFORMANCE

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires October 15, 2022. If all options are exercised, the Basic Contract will expire on October 15, 2027. (See FAR 52.216-18 (Revised Aug 2020), 52.216-19 and 52.216-22 (Deviation Nov 2025).) Task Order performance can be performed up to October 15, 2032, which is past the Basic Contract expiration date, only when: (1) orders are issued before October 15, 2027; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217–8 Option to Extend Services cannot be used to extend work past October 15, 2032.

After the CS3 basic contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the CS3 basic contract term.

Accordingly, the cumulative term of CS3 basic contract may span up to 10 years. No individual task orders may exceed ten (10) years, inclusive of options, from the date that the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

Notwithstanding anything to the contrary above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

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F.5 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements will be specified in each individual order.

F.6 DELIVERIES

This section identifies the items that the Contractor shall deliver to the Government and/or the Government's agent(s) under the Basic Contract. Individual orders will have additional deliverables specified in each order. In this section, the items the Contractor delivers are called "deliverables."

The Contractor shall provide the deliverables in the media specified by the Government.

The Contractor shall provide the deliverables in "calendar" days unless otherwise specified. The deliverables include, but are not limited to, the items listed in Table F.6-1. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

Any inconsistency between Section F and Sections B, C, G, H, shall be resolved by giving Sections B, C, G and/or H precedence.

Table F.6-1 Contractor Deliverables

ID	SECTION	DELIVERABLE TITLE	FREQUENCY
1	C.2.1.4	Risk Management Framework Plan	60 days after award then annually
2	C.2.1.5	Corporate Climate Risk Management Plan	60 days after award then annually
3	C.2.4.9	DD Form 254, Contract Security Classification Specification	15 days after contract award then as needed
4	G.5.1	Monthly Business Volume (Sales) Report	Monthly
5	G.5.2	Monthly Revenue Report	Monthly
6	G.5.3	Annual Program Review Report	Annually, no later than 3 business days prior to the scheduled program review
7	G.5.4	Subcontracting Reports	See FAR Clause 52.219-9 (Deviation Nov 2025)
8	G.7	Insurance	30 days after award then annually within 30 calendar days after the end of each year of the CS3 basic contract term

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9	G.9	Marketing & Promotional Materials	Prior to distribution, GSA review and approval required
10	H.5	Draft News Releases	Prior to distribution, GSA review and approval required
11	G.11	Order Close-out Report	Annually, within 30 calendar days after the end of each year of the CS3 basic contract term
12	H.4	Redacted Contract/ Redacted Modifications	Within 15 calendar days of base contract award and all modifications

Information on how to submit the deliverables listed in the table above will be provided to the Contractors by the GSA SATCOM Program Management Office after contract award. Unless otherwise specified, submit to CS3@gsa.gov.

(END OF SECTION F)

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SECTION G
CONTRACT ADMINISTRATION

G.1 AUTHORIZED USERS

Only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR Subpart 2.1) in good standing must have an appropriate signed delegation of procurement authority (DPA) from GSA. For purposes of this Basic Contract, these authorized users are identified as Ordering Contracting Officers (OCOs).

This Basic Contract is for use by all Federal agencies, and others as listed in General Services Administration (GSA) Order ADM 4800.2H, ELIGIBILITY TO USE GSA SOURCES OF SUPPLY AND SERVICES, June 2013, as modified from time to time.

G.2 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.2.1 GSA Program Manager (PM)

The Government has appointed a Program Manager (PM), who shall perform various programmatic functions for the overall success of the Future COMSATCOM Services Acquisition (FCSA) program, including Complex Commercial SATCOM Solutions (CS3). The PM has no actual, apparent or implied authority to bind the Government for any acts or omissions.

G.2.2 Procuring Contracting Officer (PCO)

The GSA PCO is the sole and exclusive Government Official with actual authority to award the Basic Contract. After award of the Basic Contract, the GSA PCO may delegate any or all of the contract administration functions described in FAR 42.302 and may appoint an Administrative Contracting Officer (ACO) to perform administration functions described in FAR 42.302.

G.2.3 Ordering Contracting Officer (OCO)

As described in Section G.1, only an authorized user, who is a delegated OCO, may place and administer an Order under the Basic Contract. A Statement of Work (SOW) or Performance Work Statement (PWS) must be submitted to the GSA PCO and GSA PM for a scope review according to Section G.3.2.

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The OCO for each Order is the sole and exclusive Government Official with actual authority to take actions which may bind the Government for that Order. Contractors shall ensure that an OCO has the required DPA. Contractors that accept orders from a Government representative who does not have the authorized DPA do so at their own risk. To ensure the required delegation, Contractors may request a copy of the OCO delegation prior to award of an Order if the Contractor does not have a copy of the OCO delegation.

G.2.4 Contracting Officer's Representative (COR)

The PCO will designate a COR at the basic contract level to monitor the basic contract-level deliverables. At the Task Order level, the OCO may designate a COR to provide assistance to the OCO.

The specific rights and responsibilities of the CORs shall be described in writing, which upon request shall be provided to the Contractor. A COR has no actual, apparent or implied authority to bind the Government.

G.2.5 Ombudsman

Pursuant to FAR 16.508 (GSA Class Deviation RFO-2025-16) no protest under part 33 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for a protest on the grounds that the order increases the scope, period of performance, or maximum value of the contract; or as further outlined in FAR 16.508(a).

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The Ombudsman is a senior GSA official who is independent of the GSA PCO or OCO.

G.3 ORDERING PROCEDURES

G.3.1 Ordering procedures must comply with the following:

G.3.1.1 FAR Subpart 16.506 and 16.507 (GSA Class Deviation RFO-2025-16);

G.3.1.2 Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1 (GSA Class Deviation RFO-2025-07)), and an information technology acquisition strategy (see FAR Part 39 (GSA Class Deviation RFO-2025-39));

G.3.1.3 The OCO shall include the evaluation procedures in Task Order Requests (TORs) and establish the time frame for responding to TORs, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;

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G.3.1.4 Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;

G.3.1.5 All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a TOR will be at the Offeror's sole and exclusive expense; and

G.3.1.6 All orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

G.3.1.7 Orders placed by OCOs may include required Agency provisions/clauses.

G.3.1.8 Orders may be issued by any electronic commerce methods deemed acceptable by the Ordering Activity.

G.3.2 Statement of Work/Performance Work Statement

Per FAR 37.102, to the maximum extent practicable, the Ordering Activity shall describe the need to be filled using performance-based acquisition methods. A written PWS will always be used. The OCO will provide the PWS to the GSA PCO and GSA PM. The GSA PCO will provide a scope determination to the OCO.

Any changes to the SOW/PWS or expansion of the original requirement will require an additional scope review by the GSA PCO.

Scope reviews can be conducted by GSA and completed in parallel with the OCO's Task Order acquisition activities. In Task Orders requiring immediate delivery of service for an urgent requirement, the GSA scope review may be completed after the Task Order is awarded.

G.3.3 Fair Opportunity

OCOs must follow the Fair Opportunity procedures specified in FAR 16.507-2 (GSA Class Deviation RFO-2025-16) and the exceptions to Fair Opportunity in FAR 16.507-6 (GSA Class Deviation RFO-2025-16). Use of the GSA eBuy system by the OCO will ensure that all Basic contract holders are notified of each Task Order request. Information and instruction on the use of the eBuy system is furnished at www.gsa.gov/ebuy

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G.3.4 Order Evaluation

FAR Subpart 15.201 (GSA Class Deviation RFO-2025-15) does not apply to the ordering process. Formal evaluation plans or scoring of quotes or offers are not required; however, the OCO must consider price under each Order as one of the factors in the selection decision pursuant to FAR 16.507-2(c)(1)(iv) (GSA Class Deviation RFO-2025-16).

G.3.5 Subcontractors

The Government has not pre-approved any Subcontractors in making awards for the Basic Contract. If a Contractor proposes a Subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-6 (Deviation November 2025) and/or FAR 52.244-2 (Revised June 2020), and FAR Part 44 (GSA Class Deviation RFO-2025-44). The Government reserves the right to determine the responsibility of prospective major Subcontractors.

G.4 BILLING AND INVOICING

The Contractor shall submit invoices directly to the address designated by the OCO on the Task Order.

G.4.1 System for Award Management (SAM)

Contractors shall register in the System for Award Management (SAM), which is a central database of data in support of Agency missions, prior to being awarded a contract (FAR 52.204-7 (Deviation November 2025)). Registration requires that the Contractor be issued a Data Universal Numbering System (DUNS) number. Contractors may obtain information on registration at https://www.acquisition.gov. Contractors may obtain a DUNS number via the Internet at http://fedgov.dnb.com/webform.

G.4.2 GSA Management Fee

The GSA Management Fee for the CS3 contracts is two percent (2%). This fee shall be included in all prices. The Contractor shall not invoice for the GSA Management Fee as a separate line item.

The Contractor shall make Electronic Funds Transfer (EFT) arrangements for payment of the GSA Management Fee. The Contractor shall forward fees collected to the GSA Finance Office by EFT within 30 calendar days of the close of each calendar month for which the fees apply. Failure to pay the fee within 60 calendar days may result in termination of this contract.

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G.5 REPORTING REQUIREMENTS

The Monthly Business Volume (Sales) Report and Monthly Revenue Report identified in this section shall be remitted to GSA via the GSA SATCOM Report Portal. Information on how to access the portal will be provided to the Contractors by GSA after contract award.

G.5.1 Monthly Business Volume (Sales) Report

The Contractor shall provide Monthly Business Volume (Sales) Reports using the format specified in Section J, Attachment J-5, in Microsoft Excel 2007 format. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

Business Volume is calculated as the total amount of a Task Order received by the Contractor that period. The reporting period shall be for the beginning through the end of the previous month and reports are due by the 15th calendar day of each month. If there are no orders received during the reporting period, the report is still required and shall state “no ordering activity” for that period.

The Monthly Business Volume (Sales) Report consists of two worksheets:

- Sales Data Worksheet
- Line Item Data Worksheet

G.5.1.1 Sales Data Worksheet – The Sales Data Worksheet shall contain the following information:

G.5.1.1.1 Title – “CS3 Monthly Business Volume (Sales) Report”

G.5.1.1.2 Reporting Period – The monthly reporting period in which orders were received, from the beginning through the last day of the month.

For each Task Order:

G.5.1.1.3 Contractor Name – Company name

G.5.1.1.4 Contract Number – GSA CS3 Contract Number

G.5.1.1.5 Agency Name – Name of the Agency that will receive the products and/or services.

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G.5.1.1.6 Ordering Activity – Name of the contracting organization that issued the Task Order.

G.5.1.1.7 Contracting Officer Name – First and Last name of the Contracting Officer that issued the order.

G.5.1.1.8 Contracting Officer Phone Number – Phone number of the Contracting Officer that issued the order. Format (xxx) xxx-xxxx.

G.5.1.1.9 Contracting Officer Email – Email address of the Contracting Officer that issued the order.

G.5.1.1.10 Order Number – The order number assigned by the Ordering Activity.

G.5.1.1.11 Modification Number – The modification number assigned by the Ordering Activity.

G.5.1.1.12 Date of Order – The date the order or modification is signed by the Contracting Officer.

G.5.1.1.13 Description of Requirement – A brief description of the equipment and/or services. Please include applicable narrative such as MSS, FSS, leased service, modification, in support of, etc., to provide further clarification.

G.5.1.1.14 Period of Performance Start Date – The actual date the service is scheduled to begin. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.15 Period of Performance End Date – The actual date the service is scheduled to end. This should be identified within the Task Order. Do not report option periods unless exercised by the Ordering Activity.

G.5.1.1.16 Total Order Value – Total dollar amount awarded/obligated on the Task Order, not including options.

G.5.1.1.17 Total Sales this Month – Cumulative total value of Task Orders for this month.

G.5.1.1.18 Cumulative Sales to Date – Cumulative total of all Task Orders, and associated modifications, since contract award.

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G.5.1.2 Line Item Data Worksheet

For each Task Order, provide information for each line item purchased on the order.

G.5.1.2.1 Order Number – The order number assigned by the Ordering Activity.

G.5.1.2.2 Modification Number – The modification number assigned by the Ordering Activity.

G.5.1.2.3 Date of Order – The date the order or modification is signed by the Contracting Officer.

G.5.1.2.4 Line Item Number - Contract Line Item Number of the product of service purchased.

G.5.1.2.5 Line Item Category - Classification of the line item into one of either "Bandwidth", "Equipment", "Teleport", "Terrestrial", "HNA", "Labor", or "Other".

G.5.1.2.6 CLIN Period of Performance Start Date – The actual date the service is scheduled to begin for the line item. This could be different than the overall period of performance for the Task Order.

G.5.1.2.7 CLIN Period of Performance End Date – The actual date the service is scheduled to end for the line item. This could be different than the overall period of performance for the Task Order

G.5.1.2.8 Line Item Description - Provide product or service description for each line item purchased. Please include Contract Line Item Number description shown on award document.

G.5.1.2.9 Quantity Sold – The quantity of the item sold.

G.5.1.2.10 Unit – Identify unit measure (e.g., each, lot, minute, day, month, quarter, annual, etc.)

G.5.1.2.11 Unit Price – Cost per unit

G.5.1.2.12 Extended Price – Unit Price multiplied by Quantity Sold

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G.5.1.2.13 Frequency Band – The portion of the electromagnetic spectrum within a specified upper- and lower-frequency limit (e.g., C-, Ka-, K-, Ku-, X-band).

G.5.1.2.14 Bandwidth Capacity – The information carrying ability of the bandwidth purchased by the Ordering Activity measured in MHz (e.g. 36).

G.5.1.2.15 Data Rate – The rate at which a channel carries data, measured in Kbps (e.g., 256). Sometimes described in terms of Committed Information Rate (CIR) and Burst Information Rate (BIR).

G.5.1.2.16 Regional Coverage – The geographic area serviced by satellite beam.

G.5.1.2.17 Satellite Name or Number – The satellite name/number providing the service.

Use the following file naming conventions for Monthly Business Volume (Sales) Reports (MBVSR) uploaded to the Portal:

- Vendor Name, Contract Type, MBVSR, Month, Year

  Examples:

  SATCOM 101 Inc – CS3 MBVSR – 12-2017
  SATCOM 101 Inc – CS3 MBVSR – Dec 2017

The Contractor shall also post copies of each Task Order received during the reporting period to the GSA SATCOM Report Portal on the 15th calendar day of each month.

G.5.2 Monthly Revenue Report

The Contractor shall provide a Monthly Revenue Report (MRR) using the format specified in Section J, Attachment J-6, in Microsoft Excel 2007 format on the 15th calendar day of each month. The Report shall be remitted to GSA via the GSA SATCOM Report Portal.

The report shall provide details for the GSA Management Fee (G.4.2) relating back to individual Task Orders that have been invoiced by the Contractor and paid by the Ordering Agency.

G.5.2.1 The monthly revenue report shall contain, at a minimum, the following information:

G.5.2.1.1 Title – "CS3 Monthly Revenue Report"

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G.5.2.1.2 Reporting Period – The monthly reporting period in which invoices were received. Usually from 1st day of the month through the last day of the month.

For each invoice payment:

G.5.2.1.3 Contractor Name – Company name

G.5.2.1.4 Contract Number – GSA CS3 Contract Number

G.5.2.1.5 Task Order Number – The order number assigned by the Ordering Activity.

G.5.2.1.6 Date Payment Received – Date the payment is received by the Contractor from the Ordering Agency. This may be in the form of a check or electronic funds transfer.

G.5.2.1.7 Invoice Number – Tracking number of the invoice

G.5.2.1.8 Agency Name – Name of the Agency that received the products or services.

G.5.2.1.9 Amount Received from Agency – Total dollar amount received in payment by the Contractor, from the Agency receiving the products or services.

G.5.2.1.10 GSA Management Fee Due (2%) – This fee is 2% of the total payment amount received from the Agency for a specific order.

G.5.2.1.11 Previous Monthly Balance – Amount management fees the Contractor owes GSA from the previous month

G.5.2.1.12 Current Monthly Amount Remitted to GSA – GSA Management fee amount that the Contractor submitted to GSA for the current month's reporting period.

G.5.2.1.13 Remaining Balance/Carryover to Next Month – This is the total amount of GSA Management fee due for the current month plus the previous month's balance minus the amount submitted to GSA for the current month.

G.5.2.1.14 EFT Number – Transaction identification number of Electronic Funds Transfer (EFT). If more than one EFT payment is submitted for the reporting period, the Contractor shall identify all EFT Numbers and Amounts for the reporting period. The total EFT

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Amount(s) shall total the "Current Monthly Amount Remitted to GSA" identified on the report.

G.5.2.1.15 EFT Date – Enter the date of the EFT payment

G.5.2.1.16 EFT Amount – Enter the amount of the EFT payment

Use the following file naming conventions for Monthly Revenue Reports uploaded to the Portal:

- Vendor Name, Contract Type, MRR, Month, Year
  Examples:
  SATCOM 101 Inc – CS3 MRR – 11-2017
  SATCOM 101 Inc – CS3 MRR – Nov 2017

G.5.3 Annual Program Review Report

The Contractor shall provide an annual program report covering the topics specified below to the GSA PCO and GSA PM via e-mail. The report shall be submitted no later than 3 business days prior to the scheduled annual program review. See Section G.6.

G.5.3.1 The Annual Program Review Report shall cover the following topics:

G.5.3.1.1 Task Order Performance

G.5.3.1.1.1 Identify all Task Orders in progress and completed in the past year.

G.5.3.1.1.2 Identify the quality of performance for each Task Order and identify any issues and resolution actions/plan.

G.5.3.1.2 Contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues.

G.5.3.1.3 Additional Topics as identified by the GSA PCO.

G.5.4 Subcontracting Reports *[REQUIRED FOR OTHER THAN SMALL BUSINESS CONCERNS ONLY]*

CS3 Contractors that are other than small business concerns shall submit a small business subcontracting plan as well as submit periodic reports which show compliance with the subcontracting plan. Contractors added to the pool of other than small

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businesses through the Open Season procedures shall adhere to the requirements of this section (see Section H.16).

The preferred type of small business subcontracting plan for CS3 is the Commercial Plan. However, a Contractor may choose to submit any type of Subcontracting Plan, including a DoD Comprehensive Subcontracting Plan if already approved by the Defense Contract Management Agency (DCMA). The Commercial Plan relates to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. The Commercial Plan covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) This type of Plan does not require submission of the Individual Subcontracting Report (ISR); this Plan requires submission of the Summary Subcontracting Report (SSR). Per FAR 19.206-1(c) (GSA Class Deviation RFO-2025-19)) and clause 52.219-9(g) (Deviation November 2025), the Commercial Plan is the preferred type of Plan for contractors furnishing commercial items. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov

Reports are required when due regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report. See FAR 52.219-9 (Deviation November 2025) Small Business Subcontracting Plan.

G.6 PROGRAM REVIEWS

The Contractor shall attend an annual program review with the GSA Program Office. These reviews may be held at the GSA or Contractor facility. Agenda items may include, but are not limited to: Task Order and Service Level Agreement performance against Task Order metrics, contract status, projected business volume forecast, upcoming opportunities, marketing, conferences, and any other outstanding issues. Program Reviews will be conducted at no additional cost to the Government.

G.7 INSURANCE

The insurance coverage specified in FAR Subpart 28.3, Insurance, is the minimum insurance requirement for CS3.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under CS3. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

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The Contractor must maintain the minimum insurance coverage for the entire term of CS3. The Contractor shall notify the CS3 PCO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of the ACORD® Certificate of Liability Insurance form, as applicable.

G.8 CONTRACT MANAGEMENT OF PAST PERFORMANCE AFTER AWARD

The Government will evaluate Contractor performance in accordance with the criteria under FAR Subpart 42.15.

Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the OCO at the Order level.

G.9 MARKETING

The Contractor is responsible for ongoing sales and marketing during the life of this contract, which may include developing company specific brochures for distribution at trade shows, conferences, seminars, etc. All marketing and promotional materials, including information on the Contractor webpage, shall be submitted to the GSA Program Office and approved by GSA prior to distribution. Marketing materials may be co-branded with marks owned or licensed by the Contractor and GSA, as long as they comply with GSAM 552.203-71, Restriction on Advertising.

G.10 EQUIPMENT REMOVAL

All Contractor-owned equipment, accessories, and devices located on Government property shall be dismantled and removed from Government premises by the Contractor, at the Contractor's expense, within 90 calendar days after the service termination date. All dismantling and removal of equipment shall be performed by the Contractor during normal Government business hours at the location. Advance notice must be provided to the local OCO assigned contact to ensure that such dismantling and removal occurs with a minimum of disruption. Exceptions to this requirement shall be mutually agreed upon and written notice issued by the OCO.

G.11 CONTRACT CLOSEOUT

G.11.1 Contract closeout shall be accomplished within the guidelines set forth in:

G.11.1.1 FAR Part 4.8 Government Contract Files.

G.11.1.2 FAR Part 42 Contract Administration and Audit Services.

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G.11.1.3 GSAM Subpart 504.8 Government Contract Files.

G.11.2 The Contractor agrees to cooperate with the OCO to close out task orders after expiration, cancellation, or termination.

G.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

G.12.1 552.216-74 Task-Order and Delivery-Order Ombudsman (Jan 2017)

(a) GSA has designated a Task-Order and Delivery-Order Ombudsman who will review complaints from contractors and ensure that they are afforded a fair opportunity for consideration in the award of task or delivery orders under Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts, consistent with the procedures in the contract. Written complaints shall be submitted to the Ombudsman, with a copy to the Contracting Officer.
(b) In the case that the contractor is not satisfied with the resolution of the complaint by the GSA Task-Order and Delivery-Order Ombudsman, the contractor may follow the procedures outlined in subpart 33.1.
(c) The GSA Task-Order and Delivery-Order Ombudsman is located at the General Services Administration (GSA), Office of Government-wide Policy (OGP), Office of Acquisition Policy (MV). Contact information for the GSA Task-Order and Delivery-Order Ombudsman can be found at: http://www.gsa.gov/ombudsman.

(End of clause)

G.12.2 552.228-5 Government As Additional Insured (Jan 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

(END OF SECTION G)

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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)

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SECTION I
SPECIAL CONTRACT REQUIREMENTS

I.1 FEDERAL ACQUISITION REGULATION 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FEDERAL ACQUISITION REGULATION:
https://www.acquisition.gov/far/

GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL:
http://www.acquisition.gov/GSAM/gsam.html

(End of Clause)

Section	FAR Clause No.	Title and Date
I.1.1	52.202-1	Definitions (Jun 2020)
I.1.2	52.203-3	Gratuities (APR 1984)
I.1.3	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
I.1.4	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Nov 2023)
I.1.7	52.204-13	System for Award Management - Maintenance. (Deviation Nov 2025)
I.1.8	52.207-5	Option to Purchase Equipment (Feb 1995)
I.1.9	52.209.10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation Nov 2025)
I.1.10	52.215-8	Order of Precedence - Uniform Contract Format (Deviation Nov 2025)
I.1.11	52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
I.1.12	52.219-14	Limitations on Subcontracting (Deviation Nov 2025)
I.1.16	52.229-1	State and Local Taxes (Apr 1984)

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I.1.17	52.229-3	Federal, State, and Local Taxes (Jul 2025)
I.1.18	52.232-1	Payments (APR 1984)
I.1.19	52.232-8	Discounts for Prompt Payment (FEB 2002)
I.1.20	52.232-11	Extras (APR 1984)
I.1.21	52.232-23	Assignment of Claims (May 2014)
I.1.22	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
I.1.23	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
I.1.24	52.233-1	Disputes (Deviation Nov 2025)
I.1.25	52.233-1, Alternate I	Disputes (May 2014), Alternate I (Deviation Nov 2025)
I.1.26	52.237-3	Continuity of Services (JAN 1991)
I.1.27	52.242-13	Bankruptcy (JUL 1995)
I.1.28	52.253-1	Computer Generated Forms (Deviation Nov 2025)

I.2 52.240-91 Security Prohibitions and Exclusions. (DEVIATION NOV 2025)

(a) *Definitions.* As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

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FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

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(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

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(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

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(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at

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https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International

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Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

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(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

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(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

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(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

I.3 52.212-4 Terms and Conditions—Commercial Products and Commercial Services.

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(DEVIATION NOV 2025)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is

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incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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(3) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest*.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by FAR part 33 if–

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(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies

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provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract.

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(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I.4 52.216-18 ORDERING (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the term of the CS3 basic contract in accordance with CS3 Section F.4.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

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(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor the following:

(1) Any order for a single item in excess of $30,000,000 in annual value;

(2) Any order for a combination of items in excess of $30,000,000 in annual value; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.

(c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five 5 working days after issuance, with written notice stating the Contractor's intent not to supply the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 52.216-22 INDEFINITE QUANTITY (Nov 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract 60 months after the expiration of the CS3 basic contract.

(End of clause)

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the expiration of the CS3 basic contract.

(End of Clause)

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I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of Clause)

I.9 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

I.10 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Deviation NOV 2025)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212(a)(1) and (2). These requirements prohibit discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for

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noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.11 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Deviation NOV 2025)

((a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.12 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES

I.12.1 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: “This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government.”

(End of Clause)

I.12.2 552.204-9 Personal Identity Verification Requirements (Oct 2012)

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(a) The contractor shall comply with GSA personal identity verification requirements, identified at http://www.gsa.gov/hspd12, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.
(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

I.12.4 552.212-4 Contract Terms and Conditions -- Commercial Items ALTERNATE II (FAR DEVIATION (Deviation JULY 2026))

When a commercial item contract is contemplated and the contract will include the clause at FAR 52.212-4, insert this Alternate II instead of subparagraph (g)(2) of the FAR clause.
(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:
(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

I.12.6 552.228-5 Government as Additional Insured (Deviation July 2026)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

(End of clause)

I.12.8 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

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(End of Clause)

I.12.10 552.232-23 ASSIGNMENT OF CLAIMS (Deviation JULY 2026)

Any assignment or reassignment under FAR clause 52.232-23 will not take effect or bind the Government unless and until the assignee submits the following to both the contracting officer of record of the contract (or order) and the finance office designated in the contract (or order) to make payment:

(a) Written notice of the assignment; and

(b) A true copy of the instrument of assignment.

Unless otherwise stated in the contract (or order), payments to an assignee of any amounts due or to become due under any contract (or order) assigned may, to the extent specified in the Act (as defined in 52.232-23), be subject to reduction or set-off.

(End of clause)

(End of clause)

I.12.13 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

I.12.14 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

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(1) The addition of "(DEVIATION)" after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and

(2) The addition of "(DEVIATION FAR (clause number))" after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.
(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

(End of Clause)

I.13 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL

The following clauses apply at the Order level, as applicable:

Section	FAR Clause No.	Title and Date
I.13.1	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
1.13.2	52.211-11	Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)
1.13.3	52.211-15	Defense Priority and Allocation Requirement (Apr 2008)
1.13.4	52.222-19	Child Labor-Cooperation with Authorities and Remedies (Oct 2016)
1.13.5	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Deviation Nov 2025)
I.13.6	52.222-41	Service Contract Labor Standards (Deviation Nov 2025)
I.13.7	52.222-55	Minimum Wages Under Executive Order 13658 (Deviation Nov 2025)
I.13.8	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Deviation Nov 2025)
I.13.9	52.223-3	Hazardous Material Identification and Material Safety Data (Deviation Nov 2025)

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I.13.10	52.223-3 (Alternate I)	Hazardous Material Identification and Material Safety Data (JAN 1997), Alternate I (Deviation Nov 2025)
I. 13.11	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
I.13.13	52.223-14	Minimum Wages Under Executive Order 13658 (Jun 2014)
I.13.14	52.223-14 (Alternate I)	Minimum Wages Under Executive Order 13658 (Jun 2014), Alternate I (Jun 2014)
I.13.15	52.223-15	Energy Efficiency in Energy-Consuming Products (DEC 2007)
I.13.16	52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015)
I.13.17	52.223-16, Alternate I	Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014), Alternate I (Jun 2014)
I.13.18	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
I.13.19	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act (Deviation Nov 2025)
I.13.20	52.225-3 (Alternate I)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate I (Deviation Nov 2025)
I.13.21	52.225-3 (Alternate II)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate II (Deviation Nov 2025)
I.13.22	52.225-3 (Alternate III)	Buy American-Free Trade Agreements-Israeli Trade Act (May 2014), Alternate III (Deviation Nov 2025)
I.13.23	52.225-5	Trade Agreements (Oct 2016)
I.13.24	52.227-1	Authorization and Consent (Dec 2007)
I.13.25	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
I.13.26	52.227-3	Patent Indemnity (Apr 1984)
I.13.27	52.227-14	Rights in Data-General (May 2014)
I.13.28	52.227-14 (Alternate I)	Rights in Data-General (May 2014), Alternate I (Dec 2007)
I.13.29	52.227-14 (Alternate II)	Rights in Data-General (May 2014), Alternate II (Dec 2007)
I.13.30	52.228-5	Insurance-Work on a Government Installation (Jan 1997)

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I.13.31	52.229-6	Taxes-Foreign Fixed-Price Contracts (Deviation July 2025)
I.13.32	52.232-16	Progress Payments (Deviation Nov 2025)
I.13.33	52.232-16, Alternate I	Progress Payments (Apr 2012), Alternate I (March 2000)
I.13.34	52.232-16, Alternate III	Progress Payments (Apr 2012), Alternate III (June 2020)
I.13.35	52.232-17	Interest (May 2014)
I.13.36	52.232-18	Availability of Funds (Apr 1984)
I.13.37	52.232-36	Payment by Third Party (Deviation Nov 2025)
I.13.38	52.232-37	Multiple Payment Arrangements (May 1999)
I.13.39	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
I.13.40	52.243-7	Notification of Changes (Deviation July 2025)
I.13.41	52.245-1	Government Property (Jan 2017)
I.13.42	52.245-1 (Alternate I)	Government Property (Jan 2017), Alternate I (Apr 2012)
I.13.43	52.245-9	Use and Charges (Apr 2012)
I.13.44	52.247-1	Commercial Bill of Lading Notations (Feb 2006)
I.13.45	52.247-64	Commercial Bill of Lading Notations (Deviation Nov 2025)
I.13.46	52.247-64 (Alternate I)	Commercial Bill of Lading Notations (Feb 2006), Alternate I (Apr 2003)
I.13.47	52.247-64 (Alternate II)	Commercial Bill of Lading Notations (Feb 2006), Alternate II (Nov 2021)
I.13.48	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)
I.13.49	52.208-90	Government Supply Sources (Deviation Nov 2025)

I.13.50 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and

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fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

Employee Class	Monetary Wage—Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

(End of Clause)

I.13.51 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.13.52 52.245-2 Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

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(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

_____
_____
_____

(End of clause)

(END OF SECTION I)

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ATTACHMENT J-4

SMALL BUSINESS SUBCONTRACTING GOALS GUIDANCE AND MODEL SUBCONTRACTING PLAN

Small Business Subcontracting Goals Guidance

Prior to contract award, Contractors shall provide a small business subcontracting plan in accordance with FAR Part 19. The Government expects Contractors to thoroughly review the requirements set forth in FAR 19.206-1(c) (GSA Class Deviation RFO-2025-19), Subcontracting plan requirements, and FAR clause 52.219-9 (Deviation Feb 2026), Small Business Subcontracting Plan, before submitting their contracting plans. In accordance with FAR 19.206-1(c) (GSA Class Deviation RFO-2025-19) and clause 52.219-9(g) (Deviation Feb 2026), the preference is for Contractors to submit a Commercial Plan. This type of plan shall relate to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the CS3 contract.

The General Services Administration (GSA) fiscal year 2016 subcontracting goals appear in the table below.

Small Business Category	Goal
Small Business	36.5%
Small Disadvantaged Business	5.00%
Women-owned Small Business	5.00%
HUBZone Small Business	3.00%
Service-Disabled Veteran-owned Small Business	3.00%

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Model Subcontracting Plan

Cover Page To Model Subcontracting Plan

IMPORTANT: Notice to Contractors: GSA provides this model plan as a tool. You must adapt this model plan to fit your subcontracting situation. The plan is NOT a fill-in-the-blank form and you must remove instructional language. This model does not establish minimum requirements for an acceptable plan. The model reflects objectives GSA encourages contractors to adopt. GSA expects Contractors to thoroughly review the requirements set forth in FAR 19.206-1(c) (GSA Class Deviation RFO-2025-19), Subcontracting Plan Requirements and FAR clause 52.219-9 (Deviation Feb 2026), Small Business Subcontracting Plan before submitting their subcontracting plans.

Definitions of Types of Plans:

- COMMERCIAL PLAN: Covers the Contractor's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) Note that this type of plan shall relate to the Contractor's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract. Per FAR 19.206-1(c) (GSA Class Deviation RFO-2025-19) and clause 52.219-9(g) (Deviation Feb 2026), this is the preferred type of plan for contractors furnishing commercial items. Once a contractor's commercial plan has been approved, the Government shall not require another subcontracting plan from the same contractor while the plan remains in effect, as long as the product or service being provided by the contractor continues to meet the definition of a commercial item. The contractor shall— (1) Submit the commercial plan to either the first contracting officer awarding a contract subject to the plan during the contractor's fiscal year, or, if the contractor has ongoing contracts with commercial plans, to the contracting officer responsible for the contract with the latest completion date. The contracting officer shall negotiate the commercial plan for the Government. The approved commercial plan shall remain in effect during the contractor's fiscal year for all Government contracts in effect during that period; (2) Submit a new commercial plan, 30 working days before the end of the Contractor's fiscal year, to the contracting officer responsible for the uncompleted Government contract with the latest completion date. The contractor must provide to each contracting officer responsible for an ongoing contract subject to the plan, the identity of the contracting officer that will be negotiating the new plan; (3) When the new commercial plan is approved, provide a copy of the approved plan to each contracting officer responsible for an ongoing contract that is subject to the plan; and (4) Comply with the reporting requirements stated in paragraph (a)(10) of this section by submitting one SSR for all contracts covered by its commercial plan. This report will be acknowledged or rejected by the contracting officer who approved the plan. The report shall be submitted within 30 days after the end of the Government's fiscal year.

- INDIVIDUAL CONTRACT PLAN: Covers the entire contract period, applies to a specific contract, and has goals that are based on the Contractor's planned subcontracting (and purchasing) in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract. For contracts with option periods, the plan will include separate goals and estimated value (or sales) for the base period with separate goals and estimated value for each option period.

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Per FAR 52.219-9(c) (Deviation Feb 2026) this type of plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business (including ANCs and Indian Tribes), and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Contractor ineligible for award of a contract.

- MASTER PLAN: Contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved. A master plan on a plant or division-wide basis that contains all the elements, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Contractor by the clause 52.219-9 (Deviation Feb 2026); **provided** (1) The master plan has been approved; (2) The Contractor ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan. A contract may have no more than one plan. When a modification meets the criteria in FAR 19.109 (GSA Class Deviation RFO-2025-19) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontracting plan. The failure of the Contractor or subcontractor to comply in good faith with the clause at FAR 52.219-8 (Deviation Nov 2026) or an approved plan required by FAR 52.219-9 (Deviation Feb 2026) shall be a material breach of the contract.

GSA SUBCONTRACTING GOALS (How to do the math tips)

IMPORTANT: Subcontracting goals are subject to change, based on recent achievement levels and as negotiated with the Small Business Administration (SBA). SBA is responsible for the Federal Government Goaling Program and their website at www.sba.gov includes details and background on the goaling process.

- Total estimated subcontracting dollars (or spend) planned to all types of business concerns must be provided, then separately state the dollars that will be subcontracted to each category. All percents for each category will be expressed as a percentage of the total subcontracting dollars to all concerns (both large and small)*.
- The Small business dollar amount must include all sub-group category amounts; i.e., HUBZone, SDB, WOSB, VOSB, SDVOSB (plus any "other small" businesses that do not fall within one of these specified subgroups). Again note that Alaskan Native Corporations (ANCs) and Indian tribes will be included in the SDB and total small amounts.

*Only the large plus all small should equal the total in both dollars and percents. Do not add together subgroups to reach the total Small figure, as the same dollars can be double and triple counted for each group as applicable to the company receiving the order.

Sample Dollars GSA Goal

(FY 2012-13)

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Total dollars to be subcontracted (to both Large and Small Businesses)	$1,000,000	100%
*To Large Businesses	$700,000*	*70%
*To all Small Businesses (includes HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, Service-Disabled Veteran-Owned Small, and Other Small Business Concerns)	$300,000*	*30%
To HUBZone Small Businesses	$30,000	3%
To Small Disadvantaged Businesses	$50,000	5%
To Women-Owned Small Businesses	$50,000	5%
To Veteran-Owned Small Businesses (includes SDVOSB below in this total)	$30,000	3%
To Service-Disabled Veteran-Owned Small Businesses	$30,000	3%

*NOTE: The total $300,000 to all Small businesses already includes each subgroup (HUBZone, SDB, ANCs, WOSB, VOSB, and SDVOSB), plus other small businesses that are only small and do not fall into a specified category.

IMPORTANT: PLEASE REMOVE THE COVER PAGES BEFORE SUBMITTING THE SUBCONTRACTING PLAN TO GSA. THEY ARE ONLY FOR YOUR INFORMATION AND CONVENIENCE.

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Template: March 2013

[INSERT COMPANY NAME]

SMALL BUSINESS SUBCONTRACTING PLAN (MODEL)

I.IDENTIFICATION DATA:

Address:	
Date Prepared:	
Description of Supplies/Services:	
Solicitation Number: (Completed for Individual Plans; N/A for commercial plans)	
Contract Number: (Completed for Individual Plans during option period; N/A for commercial plans)	

If submitting an Individual Contract Plan, insert dates below for the contract duration, if known (or insert N/A if the contract does not include specified option period).

Individual Plan Period:

Base Period:	(Insert Date of Award thru ?? years)
Option Period 1:	(1 Year, 5 Years, etc.)
Option Period 2:	(1 Year, 5 Years, etc.)
Option Period 3:	(1 Year, 5 Years, etc.)
Option Period 4:	(1 Year, 5 Years, etc.)

Estimated Contract Value (Provide separate estimate for base contract period and each option):

Base Period:	(Insert Dollar Amount)
Option Period 1:	(Insert Dollar Amount)
Option Period 2:	(Insert Dollar Amount)
Option Period 3:	(Insert Dollar Amount)
Option Period 4:	(Insert dollar amount if applicable/Not used for MAS)

Place of Performance:	
DUNS Number:	(under the contract awarded or pending award)

If submitting a Commercial Plan, insert dates below:

Commercial Plan Period:	(Insert 12 Month Fiscal Year Dates for Contractor/Offeror)
Projected annual sales (Company-wide):	(Insert Dollar Amount)

II. TYPE OF PLAN – FAR 19.001 (GSA Class Deviation RFO-2025-19) (For definitions, see Cover Page and FAR clause 52.219-9): Place an “X” in the appropriate field to indicate the correct plan type.

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Commercial Plan	
Individual Plan	
Master Plan (incorporated into Individual Plan)	

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III. GOALS: A. The FAR clause at 52.219-9(d) (Deviation Feb 2026) states that the subcontracting plan shall include (1) goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns as subcontractors; and (2) A statement of total dollars planned to be subcontracted for an individual contract plan; or the Contractor's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan. FAR clause 52.219-9(d)(9) (Deviation Feb 2026) requires separate percentage goals for using small business (including Alaskan Native Corporations (ANCs) and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns as subcontractors; and (3) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns.

Commercial plans will always reflect annual company-wide goals. Individual plans will reflect contract-specific goals and shall contain separate statements and goals for the basic contract (period) and separately for each option (period). Note that dollars and percentages to large and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages. EACH CONTRACTOR IS EXPECTED TO OFFER THE MAXIMUM PRACTICABLE OPPORTUNITIES TO EACH TYPE OF SMALL BUSINESS CONCERN CONSISTENT WITH THEIR BEST FAITH EFFORTS AND SUPPORTED BY THEIR REPORTS AND RECORDS.

COMPLETE FORMAT BELOW IF SUBMITTING AN INDIVIDUAL PLAN and note that a separate part is required for the base contract period and for each option period, if any. (IMPORTANT: Please remove this section and following page if submitting a commercial plan.)

[Company Name] provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

BASE GOALS are expressed in dollars and percentages of the total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable: 1ST OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.

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PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

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If applicable: 2ND OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable: 3ND OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted.

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

If applicable: 4TH OPTION GOALS are expressed in dollars and percentages of total dollars planned to be subcontracted. (IMPORTANT: LEAVE BLANK FOR MAS)

PLANNED SUBCONTRACTING TO:	DOLLARS	PERCENT
1. Total Dollars to be Subcontracted (2 + 3 = 1) large and all small businesses must equal total amount to be subcontracted (both $ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

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COMPLETE FORMAT BELOW IF SUBMITTING A COMMERCIAL PLAN (IMPORTANT: Please remove this page/section if submitting an individual plan.)

1. Estimated TOTAL dollars planned to be subcontracted to all types of concerns (generally for both commercial and government business, in support of commercial items sold during company fiscal year):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	= 100% subcontracted

2. Total dollars planned to be subcontracted to large business concerns (or classified as other than small):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

3. Total dollars planned to be subcontracted to all small business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

4. Total dollars planned to be subcontracted to veteran-owned small business concerns (including service-disabled veteran-owned small businesses):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

5. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns
(subset of VOSB above and cannot be higher than #4 above):

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

6. Total dollars planned to be subcontracted to HUBZone small business concerns:

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

7. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes):

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Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

8. Total dollars planned to be subcontracted to women-owned small business concerns:

Description	Dollar Amount	Percentage
Annual Commercial Purchases/Spend:	$	% of Total

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B. FAR clause 52.219-9(d)(3) (Deviation Feb 2026) requires a description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to SB (including ANCs and Indian tribes),VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. Check all that apply below, ensuring that at least one item is indicated for each column. If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via www.sba.gov/localresources, or access the Dynamic Small Business Search database at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm. You may also post solicitations for small business opportunities on SBA's SUB-Net at https://eweb1.sba.gov/subnet/search/index.cfm .

The principal types of supplies and/or services that [Company Name] anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Business Category or Size

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB

ATTACH ADDITIONAL SHEETS IF NECESSARY (OR REMOVE LINES IF NOT NEEDED)

C. FAR clause 52.219-9(d)(4) (Deviation Feb 2026) requires a description of the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.); and provide justification for any low goal(s).

[Company Name] used the following method to develop the subcontracting goals:

D. FAR clause 52.219-9(d)(5) (Deviation Feb 2026) requires a description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source list. Use of SAM as its source list does not relieve a firm of its

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responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

[Company Name] identifies potential subcontractors using the following source lists and organizations:

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E. FAR clause 52.219-9(d)(6) (Deviation Feb 2026) requires a statement as to whether or not the Contractor included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. NOTE: indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the contractor's organization and the conduct of activities it performs. Types of indirect costs include overhead (e.g. facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g. services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc).

Indirect costs [HAVE BEEN/HAVE NOT BEEN] included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included, the method used to determine the proportionate share of indirect costs to be incurred with small business concerns was as follows:

IV. PROGRAM ADMINISTRATOR:

FAR clause 52.219-9(d)(7) (Deviation Feb 2026) requires the name of an individual employed by the Contractor who will administer the Contractor's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number, fax number and/or email address), in case of questions and provide an alternate point of contact if applicable.

Name:	
Title/Position:	
Address:	
City/State/Zip Code:	
Telephone number:	
Fax number:	
Email Address:	

Alternate POC with contact information:

Name:	
Title/Position:	
Address:	
City/State/Zip Code:	

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Telephone number:	
Fax number:	
Email Address:	

Duties: In accordance with clause 52.219-9(e) (Deviation Feb 2026), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System For Award Management (SAM) database or by contacting SBA.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.

8. Ensure periodic rotation of potential subcontractors on bidders' lists.

9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.

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10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns

11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

13. Oversee the establishment and maintenance of contract and subcontract award records.

14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.

16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.

17. Develop and maintain an incentive program for buyers that support the subcontracting program.

18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.

19. Prepare and submit timely reports.

20. Coordinate the company's activities during compliance reviews by Federal agencies.

IF YOUR PROGRAM ADMINISTRATOR WILL PERFORM ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE IDENTIFY THEM HERE:

21. Additional Duties:

V. EQUITABLE OPPORTUNITY:

FAR clause 52.219-9(d)(8) (Deviation Feb 2026) requires a description of the efforts the Contractor will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

[Company Name] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: (please indicate which of the following apply or adapt list to fit your company's efforts)

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A. Outreach efforts to obtain sources:

Description	Place "X" in blank if applicable.
Contacting minority and small business trade associations	
Contacting business development organizations	
Requesting sources from the Dynamic Small Business Search, which integrated data from the SBA PRO-Net database	
Attending small and minority business trade fairs and procurement conferences	

B. Internal efforts to guide and encourage purchasing personnel:

Description	Place "X" in blank if applicable.
Presenting workshops, seminars and training programs	
Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts	
Monitoring activities to evaluate compliance with the subcontracting plan	

C. Other Additional efforts: (Please describe below.)

VI. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR 19.109 (GSA Class Deviation RFO-2025-19) and clause 52.219-9(d)(9) (Deviation Feb 2026) require assurances that the Contractor will include the clause at 52.219-8 (Deviation Nov 2026), Utilization of Small Business Concerns , in all subcontracts that offer further subcontracting opportunities, and that the Contractor will require all subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1,500,000 for construction) to adopt a plan that complies with the requirements of this clause.

[Company Name] agrees to include the FAR Clause 52.219-8 (Deviation Nov 2026), "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontracts in

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excess of $700,000 ($1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9 (Deviation Feb 2026), Small Business Subcontracting Plan.

VII. REPORTING AND COOPERATION:

FAR 19.206-3 (GSA Class Deviation RFO-2025-19) and clause 52.219-9(d)(10) (Deviation Feb 2026) require assurances that the Contractor will do the following:
[Company Name] agrees to:

(10) (i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR), and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (http://www.esrs.gov), following the instructions in the eSRS;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;

(v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

Calendar Period	Report Due	Date Due	Submit Reports to eSRS with email address for:
10/01--03/31	ISR	04/30	(Administrative) Contracting Officer /SBTA
04/01--09/30	ISR	10/30	Administrative) Contracting Officer /SBTA
10/01--09/30	SSR	10/30	Administrative) Contracting Officer /SBTA

THE eSRS WEB-BASED REPORTING REQUIREMENT INSTRUCTIONS CAN BE FOUND IN THE ATTACHMENT TO SUBCONTRACTING PLAN TAKEN FROM FAR CLAUSE 52-219-9.

VIII. RECORDKEEPING:

FAR clause 52.219-9(d)(11) (Deviation Feb 2026) requires a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the

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efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them.

[Company Name] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

3. Records on each subcontract solicitation resulting in an award of more than $150,000, indicating:

   (A) Whether small business concerns were solicited and, if not, why not;
   (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
   (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not,
   why not;
   (D) Whether HUBZone small business concerns were solicited and, if not, why not;
   (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
   (F) Whether women-owned small business concerns were solicited and, if not, why not; and
   (G) If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact
   (A) Trade associations;
   (B) Business development organizations;
   (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and
   women-owned small business sources; and
   (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through
   (A) Workshops, seminars, training, etc.; and
   (B) Monitoring performance to evaluate compliance with the program's requirements.

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6. On a contract-by-contract basis, records to support award data submitted by the Contractor to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

7. Other records to support your compliance with the subcontracting plan: (Please describe below.)

IX. STATUTORY REQUIREMENTS (Found at FAR 19.109 (GSA Class Deviation RFO-2025-19))

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- See 19.109(a)(1)(i) (GSA Class Deviation RFO-2025-19) for requirements that are imposed in negotiated acquisitions, and (a)(ii) for requirements that are imposed in sealed bidding acquisitions.
- As stated in 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

X. DESCRIPTION OF GOOD FAITH EFFORT (Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort)

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

[Company Name] will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

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The above requirements will be negotiated with the contracting officer prior to approval. The contracting officer must ensure per FAR 19.206-3(e)(5) (GSA Class Deviation RFO-2025-19) that an acceptable plan is incorporated into and made a material part of the contract.

SIGNATURE REQUIRED: Plan must be signed and dated by a company official.

This subcontracting plan was SUBMITTED by:

Signature:	
Typed Name:	
Company Title:	
Date Signed:	

Government Contracting Officer APPROVAL:

Signature:	
Printed Name:	
Agency:	
Date Signed:	

REPORTING INSTRUCTIONS FOR CONTRACTORS

The Contractor shall submit ISRs and SSRs using the web-based system SAM.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

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(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—
(A) In the case of the prime Contractor, with the Contracting Officer; and
(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding
agency, regardless of the dollar value of the subcontracts.
(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $700,000 (over $1,500,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.
(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.
(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
(F) The authority to acknowledge or reject SSRs, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.
(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

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(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Contracting Officer	(insert e-mail addresses)
Small Business Technical Advisor (SBTA)	(email address for specific office/service/agency)
Subcontracting Manager, Office of Small Business Utilization	(janice.keys@gsa.gov or applicable alternate agency)
Small Business Administration Representative	(found at www.sba.gov and enter business zip code to find local resources/POC for contractor's location)

(END OF ATTACHMENT J-4)