

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE AND TERM OF CONTRACT

This is a fixed price indefinite delivery, indefinite quantity type contract. All task orders issued against this contract will be Fixed Price.

The term of this contract will be 5 years (base period) from the date of award. The total term of the contract will not exceed five (5) years.

H.2 AUTHORIZED USERS

The agencies and other activities authorized to use this contract are listed in the General Services Administration (GSA) Order ADM 4800.2E (as updated) (see www.gsa.gov).

H.3 MINIMUM REVENUE GUARANTEE

The minimum revenue guaranteed (MRG) amount for each award will be \$100.00.

H.4 MAXIMUM CONTRACT VALUE

The maximum contract value/contract ceiling for the entire SATCOM-II Program is \$2.5 Billion.

H.5 INTERNAL REVENUE SERVICE: DISCLOSURE OF INFORMATION - SAFEGUARDS AND SANCTIONS

The contractor agrees to comply, and to assume responsibility for its employees' compliance, with the Internal Revenue Service's statutory requirements for disclosure of information as specified by the following:

- a. All work shall be performed under the contractor's, or the contractor's responsible employees', supervision.
- b. Any Federal Tax Return or Return information (as defined in I.R.C. 6103(b)(1) and (2)), made available to the contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such disclosures shall be addressed to the Contracting Officer (CO).
- c. Each officer, employee, or any other person to whom returns or return information is or may be disclosed shall be notified in writing that returns or return information disclosed to such officer or employee may be used only for a purpose and to the extent authorized

herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer or employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by I.R.C. Sections 7213 and 7431 and set forth at 26 Code of Federal Regulations (CFR) 301.6103(n).

d. Additionally, the contractor is required to inform its officers and employees of the penalties for improper disclosure that are imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records that contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or by rules or regulations established in the Privacy Act and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

H.6 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 GSA Procuring Contracting Officer 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.7 NEWS RELEASES

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

H.8 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 additional cost to the Government.

H.9 SUBCONTRACTING REPORTING (SF 294 AND SF 295)

Effective October 28, 2005, the Subcontracting Report for Individual Contracts, (formerly the SF-294) and the Summary Subcontract Report (formerly the SF 295) shall be submitted using the Electronic Subcontracting Reporting System (eSRS) at the following website:

www.esrs.gov

H.10 TASK ORDER/DELIVERY ORDER CLOSEOUT

The Contracting Officer for each Delivery/Task Order will be responsible for closing out the contract action that they issue. Notification that a closeout of a Delivery/Task Order is completed must be provided to the GSA Procuring Contracting Officer for the Basic Contract once accomplished.

The contractor agrees to work in partnership with the Government to closeout Delivery/Task Orders as soon as possible after they are physically complete by using the procedures described in FAR 4.804.

H.11 CONFIDENTIALITY

In providing information in response to task/delivery orders or other Government requests for information, the Offeror 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 Offeror 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.12 KEY PERSONNEL (SERVICE TYPE IV: SATELLITE PROFESSIONAL SUPPORT SERVICES) REQUIREMENTS

The contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of task orders issued under this contract. In these cases, certain skilled experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the particular

task order proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs below.

If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or deemed necessary to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his/her approval or disapproval thereof in writing.

If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the services ordered, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. At the discretion of the Contracting Officer if he/she finds the contractor at fault for the condition, the contract price may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

H.13 SECURITY CONSIDERATIONS

H.13.1 TASK ORDER CONSIDERATIONS

Security requirements will be dictated by agency specific requirements on a task/delivery order basis. Examples of such requirements are The Office of Management and Budget (OMB) Circular A-130, The Federal Information Security Management Act (FISMA), NIST FIPS PUB 140-2 Security Requirements for Cryptographic Modules, the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) DoD 5200-40 (b), and the National Information Assurance Certification and Accreditation Process (NIACAP) NSTISSI-1000.

H 13.2 PERSONNEL SECURITY CONSIDERATIONS

Personnel security requirements will be dictated by agency specific requirements on a task/service order basis. Personnel may be required to possess security clearances to meet particular task order classification requirements.

H.14 TRAVEL

Travel may be required at the time a task order is issued and is considered as an ODC (Other Direct Cost). The travel locations will be specified in the individual task order. Prior to any travel, the Contractor shall have this travel approved by and coordinated with the task order Contracting Officer's Representative (COR). All travel shall be in accordance with the Federal

Travel Regulations (FTR)/Joint Travel Regulations. Local travel is defined as travel within a 50-mile radius of the official duty location.

H.15 CONTRACT MODIFICATIONS AND NEW OR IMPROVED SERVICES

Changes to the contract may be initiated at any time by the contractor or the Government. Based on Government needs, market research, industry trends, or discussions with contractors, the Government may incorporate new or enhanced services to the SATCOM-II contract throughout its life, provided such modifications are within the scope of the contract. Under such circumstances, the Government 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 Government will consider those proposals.

H.16 SECTION 508 COMPLIANCE

The contractor shall ensure that any Electronic and Information Technology (EIT) procured at the task/delivery 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.17 ADDITIONAL DOL WAGE DETERMINATIONS

The task/delivery order Contracting Officer shall submit any additional DOL Wage Determinations required to the PCO to be incorporated into the contract prior to issuance of a task/delivery order.

H.18 LEASING

The Government will not lease any equipment/services provided under any resultant SATCOM-II contract(s). For any supplies/services to be provided/ordered under this contract, the Government will purchase supplies/services as stated in the contract. These terms will supersede any other uses of the word "lease".

H.19 COMPLIANCE WITH NATIONAL POLICY DIRECTIVES

The concept of a national telecommunications infrastructure is recognized in national policy statements and directives issued under the authority of the Executive Office of the President, Congress, the Department of Homeland Security (including the National Communications system), and other entities of the Government.

GSA expects to effectively provide assurance for Government users that services and other service elements (technical and management and operations related) acquired through this contract will be in compliance with national policy throughout the life of the contract. The contractor shall ensure that services delivered are in compliance with national policy directives that apply to the national telecommunications infrastructure. Specific national policy requirements include:

TeleCommunication Systems, Inc.

Contract No. GS00T07NSD0034

Modification No. PS01

Effective Date: January 11, 2008

OMB Memorandum M-05-22 directing that Agencies must transition from IPv4 Agency infrastructures to IPv6 Agency infrastructures (network backbones) by June 2008. Where specific agency task orders require connectivity and compliance with IPv6 networks, the contractor shall ensure that services delivered support Federal Agencies as required to comply with OMB IPv6 directives.