[redacted]

Justification for an Exception to Fair Opportunity or to Use Brand-Name Restriction

Is this a brand-name justification? ☐ Yes ☒ No

Is this a Bridge Action as defined in the AF Bridge Action Reduction Plan? ☐ Yes ☒ No

Contracting Activity: United States Space Force
Space Systems Command/CMK (COMSO)
14850 Conference Center Drive
Chantilly, VA 20151

Purchase Request / Local ID Number: 26-02

Program Name (and Program Element, if applicable): SBS005506 Warrior Plan Task Order 1

Estimated Cost/Price of the Order (including options): [redacted]

Type Program (see AFFARS 5302.101 for definitions): ☒ PEO Program ☐ Operational ☐ Enterprise

Type of Determination: ☒ Individual ☐ Class Expires: [click and select]

Fair Opportunity Exception: FAR 16.505(b)(2)(i) (Check the applicable subparagraph below.)

☐ (A) ☒ (B) ☐ (C) ☐ (D) ☐ (E) ☐ (F) ☐ (G) Check this box to display the FAR 6.302 exceptions.

Click here for instructions to complete the boxes below.

(1) Contracting Activity:
United States Space Force Space Systems Command/CMK (COMSO) 14850 Conference Center Drive Chantilly, VA 20151

(2) Nature and/or description of the action being approved:
An FY25 Program Decision Memorandum (PDM) required the Space Force, in coordination with the Joint Force, to develop a plan for the procurement of broadband proliferated low earth orbit (PLEO) commercial satellite communications based on a new and anticipated FY26 - FY30 funding allocation. The COMSATCOM Office (CSCO) led this process, and the Command, Control, and Communications (C3LB) approved the plan in August 2025. Subsequently, in September 2025, this effort became a project known as the "Warrior Plan". A Warrior Plan is an enterprise service plan funded and acquired by CSCO for use by the Joint Force iaw the approved C3LB plan. Multiple Warrior Plan task orders are expected to be awarded over time for different PLEO services and capabilities. This action is in support of the first Warrior Plan requirement. Specifically, the nature of this action is to issue a Firm Fixed Price (FFP) Task Order ("Warrior Plan Task Order 1") under the Space Systems Command (SSC) CSCO PLEO Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with SpaceX for Starshield over Starlink services also known as "SpaceX Starshield". These services will meet Joint Force operational commercial satellite communications (COMSATCOM) requirements iaw PDM direction. Funding for this contract action will come from the PDM funding allocated to USSF as specified in the National Defense Appropriations Act (NDAA) and subordinate allocations of funds by the Department of War (DOW). The centralized purchased services will be distributed to the Joint Force IAW the approved C3LB plan.

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(3) Description of the supplies/services required to meet the agency's needs:

The services required under Warrior Plan Task Order 1 are as follows:

- A SpaceX Starshield service plan of approximately [redacted] service lines ideal for fixed, land/mobile, and maritime missions, dynamically accessible by any authorized equipment (e.g., terminal) at any time and not locked to a specific terminal, sharing a pooled data capacity of at least 44 Petabytes (PB).
- A separate pool of [redacted] SpaceX Starshield aviation service lines with unlimited data usage, also dynamically accessible by any authorized equipment at any time and not locked to a specific terminal, to support airborne operations.
- A centralized management platform, at no additional cost to the Government, with functionality comparable to leading enterprise-class satellite service management systems. The management platform must be expressly authorized by the network owner and ready for use with SpaceX services. The management platform must also include, but is not limited to:
- Acceptable security attributes.
- Hierarchical, role-based account management to allow controlled distribution of service among various tiers of users (must be available immediately).
- Administrative and technical help desk support for Government users.

The above requirements include multiple performance-based requirements as reflected in the Performance Work Statement (PWS).

Additionally, the Warrior Plan will include optional quantity Contract Line Items (CLINs) in the base year with a second option year period of 12 months, inclusive of optional quantity CLINs, for 24 months in total period of performance. Optional CLINs may be funded with the PDM-allocated funds and/or customer funds. Customer funding will be used to meet specific customer requirements and demand, however integrated under a single management platform and benefiting from the buying power gained from this collective effort.

The total estimated price for the above requirements is [redacted] for a 12-month period of performance (e.g., base year), one (1) 12-month option period, and presuming all optional CLINs are fully exercised in both the base year and option year. The base year shall begin on/about May 2026 through May 2027 (depending on conclusion of negotiations). The estimated price of the base year without exercising options is [redacted]

The requirement is within the scope of SpaceX's basic PLEO IDIQ contract because said contract enables customized Starshield over Starlink service plans and related support capabilities and services.

(4) Identification of the exception to fair opportunity and the supporting rationale:

FAR 16.505(b)(2)(i)(B): "Only one awardee is capable of providing the supplies or services required at the level at the level of quality required because the supplies or services ordered are unique or highly specialized".

SpaceX Starshield over Starlink service is unique, highly specialized and currently unmatched by any alternative COMSATCOM service for the following reasons:

- The Starlink constellation has robust, global coverage with over 9,000 cross-linked satellites. No

other constellation has the combination of coverage, volume of satellites, and data speeds offered by SpaceX Starshield over Starlink using lightweight and portable terminals.

- DOW-centric design: Starshield service is hosted on the Starlink constellation but offers unique features tailored for national security use, including enhanced security options, network priority, point of presence pinning, extended coverage, and terms of service that allow military operations.
- The DOW has approximately [redacted] Starshield terminals deployed in operations supporting hundreds of missions across the Joint Force. In many cases the service and associated terminal equipment is integrated into various platforms, mission equipment sets and operations plans. These terminals are solely compatible with SpaceX constellations, including Starlink and the government-owned SDN system. These missions and platforms require a Starshield over Starlink service plan to be usable. These combined capabilities are not available through commercial Starlink service plans or other PLEO providers.

The Government conducted market research for this requirement from June 2025 - October 2025, and otherwise actively monitors the COMSATCOM market. Market research reveals that the nearest peer competitor to SpaceX Starshield over Starlink is Amazon's Leo service (formerly Project Kuiper), which is planned to have interim capability in later calendar year 2026, followed by increasingly robust service plans in calendar year 2027. No other PLEO provider is otherwise on track to provide global, persistent and reliable coverage at the data rates required using portable terminals. This procurement is to fulfill immediate, ongoing mission requirements. Other companies such as Amazon with their Amazon Leo system are in the process of developing similar capabilities, but they are more than 12 months away from any type of meaningful production service offerings. When they do reach the market, they will still not provide the coverage area that SpaceX provides. Amazon Leo's initial coverage area will be significantly smaller than Starshield. Amazon Leo will not offer complete (usable) coverage for quite some time.

Market research also revealed that, while SpaceX has authorized resellers of their Starshield service for certain use cases, including other contractors on the PLEO IDIQ such as Trace Systems and ViaSat, SpaceX expressly excludes those third-party contractors from reselling the Government Starshield service under the PLEO IDIQ contract. Therefore, only SpaceX can fulfill the requirement for consistent, lower-priced, global coverage across active and operational DOW terminals compliant with national security needs.

(5) Contracting Officer's determination that the anticipated cost to the Government will be fair and reasonable:

The anticipated cost to the Government will be determined fair and reasonable based on the following considerations:

- Use of Published Commercial Pricing. SpaceX offers commercially available pricing plans that are publicly published and accessible to all customers. These pricing plans reflect competitive market rates and are widely used within the industry. The proposed pricing for the Government's customized plan will be derived, in part, from these established rates providing a sound basis for comparison and validation of reasonableness.
- Market-Based Comparison. While there is no current direct competitor to SpaceX who can meet the full requirement or provide the unique capability that SpaceX offers, the prices they charge are set by supply and demand forces. SpaceX's commercial services are priced in a manner that competitively grows their business. The Starshield pricing can be comparable with the commercial prices for similar commercially available SpaceX services (i.e. Starlink).
- Reasonableness of Customized Costs. Given SpaceX is the only provider under the PLEO contract

that provides Starshield; resellers are not authorized to resell Starshield, which is a provider determination that the Government cannot affect. However, it is transparent and published on the Starlink site that the same volume of service for this requirement (monthly amount of data) is publicly priced at [redacted] per month. Starshield customized service specific for Government use due to the features including extended coverage, point of presence pinning, etc is priced at [redacted] per month. With Starshield tailored elements of the commercial service in mind, combined with the published costs for its commercial equivalent Starlink, Starshield pricing is determined fair and reasonable as a sound basis for assessing SpaceX's price for this requirement.

(6) Other facts supporting the justification:

There will be four total Warrior Plans under the PDM; [redacted] Warrior Plans are the *implementation of* the PDM, which directs the *"Space Force, in coordination with the DOD CIO and the Services, [to] provide a plan to support Army, Navy, Marine Corps, and Air Force broadband SATCOM needs via commercial pLEO services to the Command, Control, and Communications Leadership Board (C3LB) by June 27, 2025".*

(7) Actions the agency may take to remove or overcome any barriers to increasing fair opportunity before any subsequent acquisition for the supplies or services:

Market research was conducted during the period June 2025 - October 2025 and confirmed that while other PLEO systems exist, none currently meet the full scope of the Government's requirements as fulfilled by SpaceX Starshield.

The Government will continue to monitor the PLEO marketplace, and as SpaceX competitors enter the market and mature over the next few years, the Government will remove sole source requirements wherever possible. The PLEO IDIQ permits all contractors to update their offerings to ensure we are removing Government-based barriers to competition. The Government will also provide Warrior Plan 1 as a task order under the PLEO SpaceX IDIQ for a duration of 12 months. Prior to issuing any follow on action, the Government will revisit fair opportunity for the continuation of Warrior Plan 1, as a future task order.

(8) Program Manager's certification that supporting data is accurate and complete:

As evidenced by my signature below, I certify that any supporting data contained herein, which is my responsibility, is both accurate and complete.

(9) Contracting Officer's certification that the justification is accurate and complete:

As evidenced by my signature below, I certify that the justification is accurate and complete to the best of my knowledge and belief.

(10) Approving Official's determination that one of the circumstances in FAR 16.505(b)(2)(i) applies to the order.

As evidenced by my signature below, I hereby determine that the fair opportunity exception checked on page 1 applies.

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Date 10 Feb 2026	Chief, Commercial Satellite Communications Office [redacted]	Signature [redacted]
Date 05 Mar 2026	Contractng Officer [redacted]	Signature [redacted]
Date 06 Mar 2026	Local Legal Reviewer [redacted]	Signature [redacted]
Date 10 Mar 2026	Chief of the Contracting Office (COCO) [redacted]	Signature [redacted]
Date 25 Mar 2026	Competition Advocate [redacted]	Signature [redacted]
Date 25 Mar 2026	Head of the Contracting Activity [redacted]	Signature [redacted]
Date	Approval Authority [redacted]	Signature [redacted]

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Instructions for Completing the Template IAW FAR 16.505(b)(2)(ii)(B)

(2) State whether the action is a new order or a modification to an existing order. Identify the basic multiple award contract number and the order number for the current action. Also identify the type of the order/line items on the order (e.g., Firm Fixed price, Cost Plus Fixed Fee, etc.).

(3) Specifically describe the supplies/services to be acquired including the price/cost and quantity of each item in the order and the total estimated value of the order. For services, state whether services are performance-based, and if not, provide rationale for not being performance based. State the delivery/performance schedule/period for the items under the order. Explain how the requirement/order fits under the scope of the basic multiple award contracts. (Note: The Contracting Officer must ensure that the order is issued within the period of performance and within the maximum value of the contract).

(4) Include the appropriate exception from FAR 16.505 (b)(2) and the supporting rationale. FAR16.505(b)(1)(i) requires the Contracting Officer to provide each awardee under a multiple award contract, a fair opportunity to be considered for each order exceeding $3,000 unless a statutory exception applies. The specific exception that precludes the fair opportunity process for this acquisition is FAR 16.505(b)(2)(i)(__) [Insert A,B, C, D, or E]. If a brand name product description is being justified, use this section to explain why the particular brand name, product, or feature is essential to the Government's requirements and why other companies' similar products/services do not meet, or cannot be modified to meet, the agency's needs.

FAR 16.505(b)(2)(i)(A): "The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays". When using this exception provide a detailed justification with supporting documentation that explains the exact urgency of the requirement and the mission impact if awarded to any other contractor. The user/customer typically provides this supporting information. Recommend attaching supporting documentation to the back of the document. General statements of urgency are not acceptable.

FAR 16.505(b)(2)(i)(B): "Only one awardee is capable of providing the supplies or services required at the level at the level of quality required because the supplies or services ordered are unique or highly specialized". When using this exception provide a detailed justification, with supporting documentation, as evidence of the "unique or highly specialized" nature of the procurement. The user/customer typically provides this supporting information. Supporting documentation may be attached to the back of the document. General statements are not acceptable.

FAR 16.505(b)(2)(i)(C): "The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order". When using this exception provide information on the previously competed order under this contract and detail the economies and efficiencies that will be obtained by going sole source for the follow-on order. The user/customer typically provides this supporting information. General statements are not acceptable.

FAR 16.505(b)(2)(i)(D): "It is necessary to place an order to satisfy a minimum guarantee."

FAR 16.505(b)(2)(i)(E): "For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source."

Discuss the market research that was conducted by the user/technical team/contracting officer among the supplies/services of all awardees that resulted in the conclusion that a fair opportunity exception applied. The narrative in this section should provide a high level of confidence that the requirements of FAR 16.505(b)(1) and DFARS 216.505-70 could not be met. If no market research was conducted, state so and provide the rationale. If any other awardee expressed interest in fulfilling the requirement, but was not considered a potential source, explain why that awardee cannot provide the required supplies/perform the service.

If the use of a brand name purchase description is being justified, the market research should include an analysis of any industry proposed alternative products or approaches to meeting the requirements. Additionally, the Government's efforts to identify as many potential sources as practicable offering the required brand name item(s) should be addressed.

(5) This paragraph needs to be tailored based on the types of CLINs in the order and the pricing arrangements on the basic multiple award contract. If the contract did not establish the price for the supply or service, the Contracting Officer must establish prices for each order IAW FAR 15.4. The paragraph needs to describe the steps that will ensure that the prices/estimated cost of the order will be fair and reasonable. For example, even if firm-fixed prices were obtained under adequate price competition in the award of the multiple award contract, the Contracting Officer still needs to consider market conditions and other factors that may have changed since contract award and explain the basis in the determination that prices/costs are fair and reasonable prior to award of the order.

(6) Provide any other facts supporting the use of exceptions to the fair opportunity process.

(7) Include a statement of the actions, if any, to be to be taken to remove or overcome any barriers that led to the exception to fair opportunity before any subsequent acquisition for the supplies or services is made. If no actions are planned, so state and provide reasons.