

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

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**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.242-15	Aug 1989	Stop-Work Order
52.247-34	Nov 1991	F.O.B. Destination

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

CLAUSE NUMBER	DATE	TITLE
None Included by Reference		

**(End of Clause)**

**F.2 EFFECTIVE ORDERING PERIOD**

(a) Contract effective ordering period: October 1, 2008 through September 30, 2013.

(b) Included as part of the period of performance of this contract is an initial Phase-in Period, which is hereby authorized to begin as part of the initial NASA enter/Location Task Orders (TO(s)) beginning no sooner than 60 days prior to the period of performance for the those TO(s) and as indicated in those TO(s). Initial TO(s) are those TO(s) with a Period of Performance start date of October 1, 2008. TO(s) with a Period of Performance start date beginning after October 1, 2008, may also include a phase-in period, as appropriate, and as defined in those TO(s), for a period no sooner than 30 days. Phase-in for task orders may only be authorized for the first Task Order for each Center/Location.

**(End of Clause)**

**F.3 OPTION TO EXTEND THE EFFECTIVE ORDERING PERIOD**

Options to extend the F.2 – Effective Ordering Period, are depicted in the table below. The FFP rates for each of the option periods are included in Attachment J.3 – NTE FFP Rates. The negotiated dollar amounts for each option period are contained in Table B.4(c).

OPTION	PERIOD
1	10/01/2013 - 09/30/2014
2	10/01/2014 – 09/30/2015
3	10/01/2015 – 09/30/2016
4	10/01/2016 – 09/30/2017
5	10/01/2017 – 09/30/2018

**(End of Clause)**

**F.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(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.

(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 effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the contractor shall not be required to make any deliveries under this contract after **one (1) year of the end date for the period of performance as shown in Clause F.2.**

(End of Clause)

**F.5 PLACE OF PERFORMANCE**

The contractor shall perform the work under this contract at all identified NASA Center/Locations listed below, and other locations as may be approved in writing by the Contracting Officer(s) or as authorized through the issuance of task orders.

Ames Research Center	Moffett Field, CA
Dryden Flight Research Center	Edwards, CA
Glenn Research Center	Cleveland, OH
Goddard Space Flight Center	Greenbelt, MD
Goddard Institute for Space Studies	New York, N. Y.
Independent Verification and Validation Facility	Fairmont, WV
Johnson Space Center	Houston, TX
Kennedy Space Center	Kennedy Space Center, FL
Langley Research Center	Hampton, VA
Marshall Space Flight Center	Huntsville, AL
Michoud Assembly Facility	New Orleans, LA
NASA Headquarters	Washington, D.C.
Plumbrook Station	Sandusky, OH
Stennis Space Center	Stennis Space Center, MS
Wallops Flight Facilities	Wallops, VA
White Sands Test Facility	Las Cruces, NM

(End of Clause)

**F.6 ACCEPTANCE OF SERVICES**

Provisional acceptance of services performed on this contract will occur every 6 months. This will allow the contractor to liquidate progress payments minus the 6% withheld in accordance with the Retainage provisions contained in Attachment J.10 of this contract.

Final acceptance of services will occur at the conclusion of each performance evaluation determination whereby the contractor will be informed of the amount which may be billed under the Retainage.

**(End of Clause)**

**F.7 PROPERTY ACQUIRED BY THE CONTRACTOR**

(a) The Contractor may be required to acquire, on a recurring basis, supplies and equipment directly related to the security activities encompassed by task order(s) through the issuance of subtasks or through separate task orders. The requirements for such supplies and equipment shall be in accordance with Clause H.3 - Task Ordering Procedures and with the following ordering procedures:

i. Contractor subtask proposals shall include labor hours only for subtask related service activities, such as the installation, maintenance, repair and/or replacement of any security related equipment and supplies. A Material Handling Fee, not to exceed 5% of the price of non-labor items, may be applied to reimburse the contractor for acquiring items on behalf of the Government.

ii. The contractor shall submit a subtask price proposal that includes supporting documentation, such as competitive quotes, which enable the Contracting Officer's determination of price reasonableness based on the submitted documentation.

iii. In emergency situations, the Contracting Officer may provide a written authorization (through e-mail), with a not-to-exceed amount for a specific subtask, followed by a written order within 5 business days.

(b) All property acquired under this special provision of the contract shall be deemed to be a contract deliverable and title shall pass to the Government when the items are placed in service or when the contractor is entitled to be reimbursed, whichever is first. In addition, the clause at NFS 1852.245-70 requires the contractor to request approval for the acquisition of property. This applies to replacement of Government furnished property, should that property require replacement. The Contracting Officer may provide an equitable adjustment in accordance with the FAR clause at 52.245-1 - Government Property. This adjustment may or may not include replacement of the property. When the Government elects to reimburse the contractor for replacement property, that replacement property shall also be deemed to be a contract deliverable and title shall pass to the Government when the items are placed in service or when the contractor is entitled to be reimbursed, whichever is first.

**(End of Clause)**

**[END OF SECTION]**