

**SECTION F - DELIVERIES AND PERFORMANCE**

**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FAR (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
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52.217-8	NOV 1999	OPTION TO EXTEND SERVICES The Contracting Officer may exercise the option by written notice to the contractor within 30 days prior to the Option start date.
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52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
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(a) The Government may extend the term of this contract by written notice to the Contractor no later than 30 days prior to the Option start date, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years.

52.242-15	AUG 1989	STOP-WORK ORDER (ALT 1) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NFS (48 CFR CHAPTER 18)

There are no clauses in this section.

(End of By Reference Section)

**F.2 ADVANCE NOTICE OF SHIPMENT (NFS 1852.247-72) (OCT 1988)**

Two work days prior to shipping item(s) (item(s) to be furnished via Contracting Officer's letter), the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to the Contracting Officer's Technical Representative and to the Contracting Officer.

(End of clause)

**F.3 SHIPPING INSTRUCTIONS**

All items shall be shipped to the following address:

Parcel Post Shipments and Freight Shipments

Ship to: Transportation Officer  
Building 420  
NASA Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058-3696

Mark for: Accountable Property Officer  
Mark with: Purchase Request No. 4200221364  
Contract Number: NNJ09HD46C

For reissue to: J. Lowery  
Mailcode: DA39  
Bldg: 30A/Rm: 2056AA

(End of clause)

#### **F.4 RESERVED**

#### **F.5 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders for IDIQ (CLIN 003) or task orders for LOE (CLIN 004) by the individuals or activities designated in the Schedule. Such orders may be issued from **January 1, 2009 through September 30, 2016**.

(b) All IDIQ delivery orders (CLIN 003) or LOE task orders (CLIN 004) are subject to the terms and conditions of this contract. In the event of conflict between an IDIQ delivery order (CLIN 003) or LOE task order (CLIN 004) and this contract, the contract shall control.

(c) If mailed, an IDIQ delivery order (CLIN 003) or LOE task order (CLIN 004) is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **F.6 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995) (CLIN 003)**

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, 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 -

(1) Any order for a single item in excess of \$183,421,550;

(2) Any order for a combination of items in excess of \$183,421,550; or

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

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, 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 [ 5 ]days after issuance, with written notice stating the Contractor's intent not to ship 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)

#### **F.7 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (CLIN 003)**

(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 one year after the end of the contract period of performance.

(End of clause)

#### **F.8 INDEFINITE-DELIVERY INDEFINITE-QUANTITY (IDIQ) - LIMITATIONS (Applies only to Sections 3.1.11, 3.2.5, and 3.2.7) (CLIN 003)**

Payment for supplies and services to be furnished under IDIQ delivery orders shall be made based on the total value of IDIQ delivery orders issued under this contract. Payments shall be in accordance with the provisions set forth in Clause G.3, NFS 1852.216-87 "SUBMISSION OF VOUCHERS FOR PAYMENT".

a. For the purposes of placing maximum Not to Exceed (NTE) amount on this contract, the maximum amount of IDIQ supplies and services ordered in total under this contract shall not exceed the maximum NTE amount of \$183,421,550. This NTE amount includes both cost and fee. The maximum NTE amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the delivery orders issued during the period of the contract.

b. The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall be \$10,000. This amount includes both cost and fee.

c. The total cost plus award fee contract value for IDIQ delivery orders issued under this contract is set forth in Clause B.3, "ESTIMATED COST AND AWARD FEE".

(End of clause)

#### **F.9 LEVEL-OF-EFFORT (COST) (applies only to Section 3.3 of the SOW) (CLIN 004)**

(a) During the term of the contract, the Contractor is obligated to provide not less than 90 percent nor more than 110 percent of 1,508,636 total direct labor hours in performance of the Statement of Work.

(b) "Direct labor hours" are those productive hours expended by Contractor personnel performing work under this contract that are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, holiday leave, military leave, or any type of administrative leave, but does include direct labor provided under level-of-effort subcontracts.

(c) Once the maximum number of direct labor hours is reached or the contract term has ended, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the maximum number of direct labor hours specified in paragraph (a) of this clause. Any estimated cost and fee adjustments for any additional direct labor hours shall be based solely on the quantity of additional hours being added to the maximum number of direct labor hours specified in this clause.

(d) The fee, if any, is based upon the furnishing of at least the specified minimum number of direct labor hours, including subcontractor hours. If the Contractor provides less than the specified number of hours prior to expiration of the contract term, and the Government has not invoked its rights under the Termination clause of this contract to adjust the contract for such reduced effort, the Contracting Officer may unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based on the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Prior to making such an adjustment, the Contracting Officer will request the Contractor provide a written discussion of any extenuating circumstances (e.g., productivity improvements or reductions in contract scope) that contributed to the underrun. Any information provided by the Contractor will be considered by the Contracting Officer in determining the amount of downward adjustment in fee.

The average support levels are defined below.

<b>Table F.9 Average LOE Support Level</b>		
<b>SOW Paragraph</b>	<b>Description</b>	<b>Support Level FTEs</b>
3.3.1.1	Security Analysis and Support Team (SART)	5
3.3.1.2	Network and Communications Analysis and Integration Team (NACAIT)	1
3.3.2	Program Requirements Document (PRD)	2
3.3.3	Human Space Flight (HSF) Network Operations Integration	4
3.4.4	Systems Engineering and Integration Support	34
3.3.5	Architectural and Engineering Support	2.6
3.3.6	Communications Security (COMSEC)	10
3.3.7	Technique Development Meteorologist	1
<b>Total Full Time Equivalent (FTEs)</b>		<b>59.6</b>

(End of clause)

**F.10 OPTION FOR THE INCREMENTAL INCREASE OF EFFORT (CLIN 005)**

The Government may increase the number of direct labor hours required to be furnished during the base period of performance by an amount ranging from 1 to 982,080 hours. If the Government elects to exercise its option, referred throughout this clause as a flex option (CLIN 005), to increase the number of direct labor hours to be furnished, the Contractor will be so notified with a unilateral modification to the contract executed by the Contracting Officer, which will make changes to affected contract terms and conditions as authorized by this Clause.

The terms and conditions relating to the Government’s rights as provided herein are as follows:

- a. The options provided for herein may be exercised one or more times, provided that the total number of optional direct labor hours shall not exceed the maximum amount stated above.
- b. If the Government exercises one or more flex options pursuant to this clause, the administration of such action(s) shall be as follows:
  - (i) The Government may increase the number of direct labor hours listed in Clause F.9 “Level-of-Effort (Cost)” during each of Option 1 and Option 2 by an amount ranging from 1 to 245,520 hours. Flex option(s) can only be exercised in Options 1 and 2 if the applicable option(s) to extend contract period of performance are exercised.
  - (ii) The increase in estimated cost and maximum available award fee (applicable to Clause B.3 “Estimated Cost and Award Fee”) due to the exercise of a flex option, or multiple flex options, will be based on when the flex option(s) is exercised. In Part iii below, a matrix specifies the increase in estimated cost and maximum available award fee for each additional direct labor hour ordered through the exercise of a flex option or multiple flex options.
  - (iii) The matrix below specifies the per hour increases that are applicable during the period the flex option is executed by the Contracting Officer.

<b>Description</b>	<b>Basic Period</b>	<b>Option 1</b>	<b>Option 2</b>
Increase in estimated cost for each direct labor hour ordered by exercising flex option (s)	\$ 76.11	\$ 82.05	\$ 84.38
Increase in maximum available award fee for each direct labor hour ordered by exercising flex option (s)	\$ 5.87	\$ 6.33	\$ 6.51
Amount of hours available for flex option(s)	<u>1 to 982,080</u>	<u>1 to 245,520</u>	<u>1 to 245,520</u>

(End of clause)

[END OF SECTION]