

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following clauses are hereby incorporated by reference:

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.O.B. Destination	Nov 1991

(End of Clause)

F.2 VARIATION IN QUANTITY

- A. If the furnished or delivered quantity of Trouble Calls or Response to Spills and Releases under Lump Sum Work, as identified in Attachment J-1, varies on an annual basis more than ten (10) percent above or below for each of the following number of units: Number of Units for Trouble Calls per year is 13,500; Number of Units for Trouble Call Services per year is 2,400; Number of Units for Response to Spills and Releases per year is 35; an equitable adjustment in the contract price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 110 percent or below 90 percent of the number of units. Note: If the Contractor furnishes unit priced items above 110 percent, the Government may require the Contractor to furnish additional quantities of such items under the IDIQ provisions of the contract. Payment will be made in accordance with the IDIQ provisions of the contract, and the Contractor will not be entitled to an equitable adjustment under the Lump Sum portion of the contract.

- B. If the furnished or delivered quantity of MSFC Building gross square footage under Lump Sum Work as identified in Attachment J-1 varies on an annual basis more than three (3) percent above or below the following number of units: Number of Units for Building gross square footage is 4,668,000 square feet, an equitable adjustment in the contract price (upward or downward) shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above or below three (3) percent of the number of units.

- C. For purposes of determining the applicability of this clause, there shall not be included in the count of services performed, or item delivered (1) any services or items which the Contractor is required to provide to remedy the consequences of any act or omission on the part of the Contractor, or its agents, employees, or subcontractors, or (2) any items or services which the Contractor performs or delivers in order to support its own operations (rather than satisfy the requirements of this contract). Examples under category (1) include any repair or restorative work which might be required due to the negligence of Contractor employees; examples under category (2) include services expended by the Contractor to move or relocate its personnel on-site, and the acquisition of equipment and supplies to accommodate the needs of the Contractor's employees.

(End of Clause)

F.3 PHASE-IN AND PHASE-OUT

- A. Contractor Phase-In. Phase-In activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this end, the Contractor shall conduct an orderly phase-in of other activities prior to assumption of responsibility for the effort described in the PWS. The Contractor shall have up to 30 calendar days immediately prior to the effective date of the contract in which to conduct phase-in. Office space will not be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in the predecessor contractor(s) will be performing the work described in the PWS.
- B. The Government requires phase-in costs to be priced separately. A separate Purchase order [utilizing Simplified Acquisition Threshold (SAT) procedures] obligating up to 30 calendar days of start up and phase-in effort will be issued.
- C. On July 1, 2008 the Contractor shall assume full responsibility for the effort described in the PWS. During phase-in the Contractor shall:
- (1) Participate in meetings with the predecessor contractor(s) to identify and discuss problems or areas requiring attention during the phase-in period; and

- (2) Perform all activities described in the Contractor's phase-in plan submitted with its proposal, and all activities necessary to ensure effective transfer of all effort from the predecessor contractor(s) and ensure readiness to assume full contract performance. As part of the phase-in activities, the Contractor shall provide the following: 1) Final Safety, Health and Environmental Plan (see DRD 1197SA-001); 2) Badged Employee and Remote IT user Listing (see DRD 1197MA-004); and
- 3) Position Risk Designation for Non-NASA employees (see DRD 1197MA-006); and 4) qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment J-29) and ready to assume performance.

D. Contractor Phase-Out. Phase-out activities shall be accomplished in accordance with FAR 52.237-3, Continuity of Services. Prior to contract completion, a successor contractor(s) may be selected to perform the work requirements covered by the PWS. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by a successor contractor(s). The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities. Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 30 calendar days in accordance with FAR 52.237-3, Continuity of Services. Upon Completion of Phase-Out, at the Government's option, the Contractor will be required to furnish to the Government, at no higher than vendors invoice price, all remaining spare parts that were Contractor procured.

E. The Contractor shall invoice the Government only at the completion of the purchase order. The Government's obligations under this contract will not commence until after the successful completion of the separate phase-in-purchase order.

F. The total Firm-Fixed-Price of the 15-day phase-in period is

\$0

(End of Clause)

F.4 PERIOD OF PERFORMANCE

A. The base period of performance of this contract shall be shall be July 1, 2008, through June 30, 2009.

- B. In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option Number</u>	<u>Period of Performance</u>
1	July 1, 2009 through June 30, 2010
2	July 1, 2010 through June 30, 2011
3	July 1, 2011 through June 30, 2012
4	July 1, 2012 through June 30, 2013

FWRs/DOs may be issued under this contract during the entire performance period. Expiration of the performance period during which orders may be issued shall not affect any orders placed prior to the expiration of the contract. Terms of the contract shall remain in full force and effect in their application to such orders.

(End of Clause)

F.5 PLACE OF PERFORMANCE (MSFC 52.237-91) (Feb 2001)

The Contractor shall perform the work under this contract at the George C. Marshall Space Flight Center, Alabama, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

F.6 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to NASA/ George C. Marshall Space Flight Center, AL 35812, marked with the contract number, to the attention of recipients to be identified by Contracting Officer's letter (addressed in Item 10 of the individual Data Requirements Descriptions, Attachment J-2). A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

(End of Clause)

F.7 DELIVERY/PAYMENT CONDITIONS (APPLICABLE ONLY IF CHECKED) (MSFC 52.211-90) (DEC 1995)

- () 1. No partial payment allowed. Do not submit invoice until completion of order.

- () 2. No partial delivery. All items to be shipped at the same time.
- (X) 3. Partial delivery acceptable.

(End of Clause)

F.8 DELIVERY OF RAW CHEMICALS

Any raw chemicals ordered under this contract must be received through the Transportation Officer as follows:

*SHIP TO: Receiving Department, Building 4631
 Saturn Road
 National Aeronautics and Space Administration
 George C. Marshall Space Flight Center
 Marshall Space Flight Center, AL 35812

All shipments must be clearly marked to indicate:

- A. Contents_____
- B. Contract NNM08-_____
- C. PR#_____

(End of Clause)

[END OF SECTION]