



## **SECTION F DELIVERIES OR PERFORMANCE**

### **F.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

(End of Clause)

**F.1.1 52.242-15 Stop-Work Order (Aug 1989)**

**F.1.2 52.242-17 Government Delay of Work (Apr 1984)**

### **F.2 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE AT THE ORDER LEVEL**

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the Order:

**F.2.1 52.211-8 Time of Delivery (Jun 1997)**

**F.2.2 52.211-8 Time of Delivery, Alternate I (Apr 1984)**

**F.2.3 52.211-8 Time of Delivery, Alternate II (Apr 1984)**

**F.2.4 52.211-8 Time of Delivery, Alternate III (Apr 1984)**

**F.2.5 52.211-9 Desired and Required Time of Delivery (Jun 1997)**

**F.2.6 52.211-9 Desired and Required Time of Delivery, Alternate I (Apr 1984)**

**F.2.7 52.211-9 Desired and Required Time of Delivery, Alternate II (Apr 1984)**

**F.2.8 52.211-9 Desired and Required Time of Delivery, Alternate III (Apr 1984)**

**F.2.9 52.211-16 Variation in Quantity (Apr 1984)**

**F.2.10 52.211-17 Delivery of Excess Quantities (Sept 1989)**

**F.2.11 52.247-34 F.o.b. Destination (NOV 1991)**



- F.2.12 52.247-35 F.o.b. Destination, With Consignee's Premises (APR 1984)**
- F.2.13 52.247-36 F.a.s. Vessel, Port of Shipment (Apr 1984)**
- F.2.14 52.247-37 F.o.b. Vessel, Port of Shipment (Apr 1984)**
- F.2.15 52.247-38 F.o.b. Inland Carrier, Point of Exportation (Feb 2006)**
- F.2.16 52.247-39 F.o.b. Inland Point, Country of Importation (Apr 1984)**
- F.2.17 52.247-40 Ex Dock, Pier, or Warehouse, Port of Importation (Apr 1984)**
- F.2.18 52.247-41 C.&F. Destination (Apr 1984)**
- F.2.19 52.247-42 C.i.f. Destination (Apr 1984)**
- F.2.20 52.247-43 F.o.b. Designated Air Carrier's Terminal, Point of Exportation (Feb 2006)**
- F.2.21 52.247-44 F.o.b. Designated Air Carrier's Terminal, Point of Importation (Apr 1984)**
- F.2.22 52.247-48 F.o.b. Destination-Evidence of Shipment (Feb 1999)**
- F.2.23 52.247-52 Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Transshipment Points (Feb 2006)**
- F.2.24 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property (June 2003)**
- F.2.25 52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)**
- F.2.26 52.247-59 F.o.b. Origin-Carload and Truckload Shipments (Apr 1984)**
- F.2.27 52.247-61 F.o.b. Origin-Minimum Size of Shipments (Apr 1984)**
- F.2.28 52.247-65 F.o.b. Origin, Prepaid Freight-Small Package Shipments (Jan 1991)**
  
- F.2.29 52.247-57 Transportation Transit Privilege Credits (Apr 1984)**

(a) If the offeror has established with regulated common carriers transit privileges that can be applied to the supplies when shipped from the original source, the offeror is invited to propose to use these credits for shipping the supplies to the designated Government destinations. The offeror will ship these supplies under commercial bills of lading, paying all remaining transportation charges connected with the shipment, subject to reimbursement by the Government in an amount equal to the remaining charges but not exceeding the amount quoted by the offeror.



(b) After loading on the carrier's equipment and acceptance by the carrier, these shipments under paid commercial bills of lading will move for the account of and at the risk of the Government (unless, pursuant to the Changes clause, the office administering the contract directs use of Government bills of lading).

(c) The amount quoted below by the offeror represents the transportation costs in cents per 100 pounds (freight rate) for full carload/truckload shipments of the supplies from offeror's original source, via offeror's transit plant or point, to the Government destination(s) including the carrier's transit privilege charge, less the applicable transit credit (i.e., the amount (rate) initially paid to the carrier for shipment from original source to offeror's transit plant or point).

(d) The rate per CWT quoted will be used by the Government to evaluate the offered f.o.b. origin price unless a lower rate is applicable on the date of bid opening (or closing date specified for receipt of offers). To have the offer evaluated on this basis, the offeror must insert below the remaining transportation charges that the offeror agrees to pay, including any transit charges, subject to reimbursement by the Government, as explained in this clause, to destinations listed in the Schedule as follows:

Rate Per CWT in Cents: \_\_\_\_\_  
To Destination: \_\_\_\_\_

(End of clause)

**F.2.30 52.247-60 Guaranteed Shipping Characteristics (Jan 2017)**

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box  Fiber Box , Barrel , Reel , Drum , Other (Specify) \_\_\_\_\_;

(ii) Shipping configuration: Knocked-down , Set-up , Nested , Other (specify) \_\_\_\_\_;

(iii) Size of container: \_\_\_\_\_" (Length), × \_\_\_\_\_" (Width), × \_\_\_\_\_" (Height) = \_\_\_\_\_ Cubic Ft;



- (iv) Number of items per container \_\_\_\_\_ each;
  - (v) Gross weight of container and contents \_\_\_\_ Lbs;
  - (vi) Palletized/skidded  Yes  No;
  - (vii) Number of containers per pallet/skid \_\_\_\_\_;
  - (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;
  - (ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube \_\_\_\_\_;
  - (x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*
  - (A) Size of railcar \_\_\_\_\_
  - (B) Type of railcar \_\_\_\_\_
  - (xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*
  - (A) Size of trailer \_\_\_\_\_ Ft
  - (B) Type of trailer \_\_\_\_\_
- \* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_;
- (ii) Tender/Tariff \_\_\_\_\_;
- (iii) Item \_\_\_\_\_.
- (b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

**F.2.31 52.247-62 Specific Quantities Unknown (Apr 1984)**

(a) For the purpose of evaluating “f.o.b. destination” offers, the Government estimates that the quantity specified will be shipped to the destinations indicated:

Estimated Quantity	Destination(s)

(b) If the quantity shipped to each destination varies from the quantity estimated, and if the variation results in a change in the transportation costs, appropriate adjustment shall be made.

(End of clause)



### **F.3 TERM OF BASIC CONTRACT**

The period of performance consists of one (1) five-year base period plus one (1) three-year option period and one (1) two-year option period (Ordering Period of Performance). The Government may unilaterally exercise the option periods.

Base period	05/03/2017 through 05/02/2022
Option period 1	05/03/2022 through 05/02/2025
Option period 2	05/03/2025 through 05/02/2027

The Government may extend the term of this contract by written notice in accordance with FAR 52.217-9, Option to Extend the Term of the Contract.

### **F.4 TASK ORDER PERIOD OF PERFORMANCE**

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. Based upon the schedule in F.3, the Base Period expires May 2, 2022. If all options are exercised, the Basic Contract will expire on May 2, 2027. (See FAR 52.216-18, 52.216-19 and 52.216-22.) Task Order performance can be performed up to May 2, 2032, which is past the Basic Contract expiration date, only when: (1) orders are issued before May 2, 2027; and (2) options are included at initial issuance of the Order. The FAR Clause 52.217-8 Option to Extend Services cannot be used to extend work past May 2, 2032.

After the CS3 basic contract term expires, CS3 will remain an active contract until the final task order is closed-out and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the CS3 basic contract term.

Accordingly, the cumulative term of CS3 basic contract may span up to 10 years. No individual task orders may exceed ten (10) years, inclusive of options, from the date that the task order is placed; the cumulative term of all task orders placed under CS3 may span up to 15 years.

Notwithstanding anything to the contrary above, an ordering agency may place a multi-year task order under the CS3 Basic Contract; a task order using multi-year contracting methods must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.



## F.5 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements will be specified in each individual order.

## F.6 DELIVERIES

This section identifies the items that the Contractor shall deliver to the Government and/or the Government’s agent(s) under the Basic Contract. Individual orders will have additional deliverables specified in each order. In this section, the items the Contractor delivers are called “deliverables.”

The Contractor shall provide the deliverables in the media specified by the Government.

The Contractor shall provide the deliverables in “calendar” days unless otherwise specified. The deliverables include, but are not limited to, the items listed in Table F.6-1. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

Any inconsistency between Section F and Sections B, C, G, H, shall be resolved by giving Sections B, C, G and/or H precedence.

**Table F.6-1 Contractor Deliverables**

ID	SECTION	DELIVERABLE TITLE	FREQUENCY
1	C.2.1.4	Risk Management Framework Plan	60 days after award then annually
2	C.2.1.5	Corporate Climate Risk Management Plan	60 days after award then annually
3	C.2.4.9	DD Form 254, Contract Security Classification Specification	15 days after contract award then as needed
4	G.5.1	Monthly Business Volume (Sales) Report	Monthly
5	G.5.2	Monthly Revenue Report	Monthly
6	G.5.3	Annual Program Review Report	Annually, no later than 3 business days prior to the scheduled program review
7	G.5.4	Subcontracting Reports	See FAR Clause 52.219-9
8	G.7	Insurance	30 days after award then annually within 30 calendar days after the end of each year of the CS3 basic



			contract term
9	G.9	Marketing & Promotional Materials	Prior to distribution, GSA review and approval required
10	H.5	Draft News Releases	Prior to distribution, GSA review and approval required
11	G.11	Order Close-out Report	Annually, within 30 calendar days after the end of each year of the CS3 basic contract term
12	H.4	Redacted Contract/ Redacted Modifications	Within 15 calendar days of base contract award and all modifications

Information on how to submit the deliverables listed in the table above will be provided to the Contractors by the GSA SATCOM Program Management Office after contract award. Unless otherwise specified, submit to CS3@gsa.gov.

(END OF SECTION F)