

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government- Furnished Property	JUN 2003

**F1. DELIVERIES OR PERFORMANCE**

(a) RESERVED

(b) Contract Life. The total term of contract, including options is 120 months. The base term is four years, or forty-eight months, subject to the exercise of three options each for two years, or twenty-four months. If the performance under the contract is delayed or suspended, however, the Government reserves the right in its discretion to exercise an option to extend the contract term for an additional period commensurate with the delay or suspension.

(c) Orders Performance Period. Orders may be issued during any of the contract years. The performance period for each order will be specified in the order and may extend beyond expiration date of this contract in accordance with the Indefinite Quantity clause 52.216-22.

(d) Deliveries or Performance. The place of performance and/or delivery for all items will be cited under individual orders issued under this contract.

(e) Notice To Proceed. The Contractor shall take no actions on this contract, or incur any costs, without the Contracting Officer's official written notice to proceed. The performance of this contract shall begin as specified in the notice to proceed.

**F2. DELAY OF DELIVERY DATE**

The Government reserves the right to delay the scheduled delivery at no cost to the Government, provided that on delay of a delivery date, the Contractor will receive written notice from the Government Contracting Officer 15 days prior to the originally scheduled delivery date. If the revised delivery date exceeds 60 calendar days from the original delivery date, the parties shall negotiate an equitable adjustment for such delay.

### **F3. DELIVERY REQUIREMENTS**

(a) Delivery of products to both CONUS and OCONUS locations shall be in accordance with individual orders. The Contractor shall start accepting orders upon completion of the start-up period and issuance of the notice to proceed. Shipping to the address(es) specified in each delivery order shall be within 30 calendar days for CONUS addresses, 60 calendar days OCONUS addresses and 90 calendar days for all ruggedized items from the date a valid order is received by the Contractor, or as otherwise agreed to by the parties.

(b) Partial shipments and partial payments are allowed under the contract unless otherwise specified by the ordering contracting officer.

(c) Alternate or additional delivery terms or schedules, such as ship-in-place, expedited shipping or shipping to APO addresses, shall be negotiated between the Contractor and the ordering contracting officer.

(d) The Contractor shall notify the Government approving and accepting authority of delivery by telephone or email at least 5 days prior to delivery of any equipment, software or support services unless otherwise authorized via email by the accepting authority. The e-mail or phone notification shall include the delivery order number, when the order was shipped, the tracking number used by the common carrier, and a www "hot-link" and if possible, a toll free number to the common carrier.

### **F4. DELIVERY RESPONSIBILITIES**

(a) All arrangements for transportation shall be made by the Contractor. All transportation charges for delivery within the Continental United States shall be included in the unit price of each item. When the Government orders the Contractor to deliver products to an OCONUS site, the Contractor shall separately price the transportation charges utilizing the Transportation CLIN. For OCONUS requirements, the Contractor shall include estimated transportation costs in order quotations.

(b) Coordination and scheduling of receipt is the responsibility of the ordering activity. Shipping is Freight On Board (FOB) Destination for CONUS deliveries. Commercial shipping is required, in lieu of developing a shipping mechanism reliant upon Government personnel intervention.

(c) If an item cannot be delivered within the delivery time for that item, the Contractor shall notify the issuing Contracting Officer within two business days of receipt of order of the expected delivery date for the ordered item(s). Upon

notification, the Ordering Agency may choose to cancel the order or request due consideration for the delay.

**F5. EQUIPMENT SHIPPED FOR MECHANICAL REPLACEMENT**

The Contractor shall bear the transportation charges whenever equipment is shipped for mechanical replacement purposes, unless the replacement was due to a cause specified as a Government responsibility in accordance with the "Responsibility for Supplies" clause (FAR 52.246-16).

**F6. REPORTING OF DELIVERY STATISTICS**

Delivery statistics shall be maintained and provided to CO upon request. This information will include, at a minimum, delivery order number, delivery site, date of order, ship date, and delivery date.