

132

\*\*\*\*(USE BELOW FOR ALL SOLICITATIONS AND CONTRACTS.)\*\*\*\*

## SECTION F - DELIVERIES OR PERFORMANCE

133

\*\*\*\*(USE BELOW FOR: 1) LEVEL OF EFFORT COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS, AND 2) FIXED-PRICE SOLICITATIONS AND CONTRACTS FOR SERVICES.)\*\*\*\*

### ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_ .

134

\*\*\*\*(ADD THE FOLLOWING ITEM BELOW FOR COST-REIMBURSEMENT LEVEL OF EFFORT CONTRACTS, IF THE CONTRACTING OFFICER REPRESENTATIVE (COR) REQUESTS.)\*\*\*\*

The period of performance encompasses the review of the Draft Final Report and the submission of the Final Report specified in the REPORTING REQUIREMENTS Article in SECTION C of this contract.

135

\*\*\*\*(USE BELOW FOR SOLICITATIONS AND CONTRACTS THAT CONTAIN OPTIONS.)\*\*\*\*

### ARTICLE F.2. PERIOD OF PERFORMANCE

- a. The period of performance of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_ .
- b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period

\*\*\*\*(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)\*\*\*\*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

1. **First Paragraph:** Select the appropriate title of the Article from the Drop Down List.
2. **Subparagraph a:**
  - Eliminate bracketed sentence below, if SECTION D does not identify specific package, marking and shipping instructions.
  - If the F.O.B Destination Clause identified is not appropriate, make the necessary change.
  - Complete the information in the Table as required. Reference should be made to all items listed and described in SECTION C. including all technical reports which are considered deliverables. For Fixed-Price contracts, deliverables should be tied to prices.
3. **Subparagraph b:** Include in all required deliverables. Provide complete Titles and Addresses for each Addressee.

**ARTICLE F.3. DELIVERIES**

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the [Description/Specification/Workstatement/Statement of Work] Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

- a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract]:

Item	Description	Quantity	Delivery Schedule
(1)			
(2)			
(3)			

- b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No	Quantity

\*\*\*\*(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)\*\*\*\*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

**1. Subparagraph a:**

- Select the appropriate title of the Article from the Drop Down List.
- Select the appropriate work from the Drop Down List.

**2. Subparagraph b:**

- If the F.O.B Destination Clause identified is not appropriate, make the necessary change.
- Eliminate bracketed sentence, if SECTION D does not identify specific package, marking and shipping instructions.
- Provide a complete address for the Delivery Point.

**ARTICLE F.4. DELIVERIES**

- a. Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in the [Description/Specification/Workstatement/Statement of Work] Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the [Services/Supplies/Items] specified in the Delivery Schedule which are described in SECTION C of this contract.
- b. Deliveries required by the Contractor shall be made F.o.b. destination as set forth in FAR Clause 52.247-35, F.o.b. Destination, Within consignees Premises (April 1984) [and any specifications stated in SECTION D, PACKAGING AND MARKING AND SHIPPING, of this contract] to the address/addressee listed below:
- c.

**Delivery Address**


- d. Unless otherwise specified, deliveries shall be made to the Delivery Point specified above Mondays through Fridays (excluding Federal Holidays) between the hours of 8:30 a.m. and 5:30 p.m. EST only. Supplies or services scheduled for delivery on a Federal holiday shall be made the following day.

138

\*\*\*\*(FOR NCI ONLY: THE FOLLOWING ADDITIONAL REPORT SUBMISSION IS REQUIRED IN ALL COMPLETION CLINICAL RESEARCH PROJECTS INVOLVING HUMAN SUBJECTS.  
NCI Processes/Procedures Reviewed 9/22)\*\*\*\*

- e. In addition to the above, one electronic copy of the following reports shall be sent, via email, using encryption, to: [NCIInclusion@mail.nih.gov](mailto:NCIInclusion@mail.nih.gov) .

Annual and Final PHS Human Subjects and Clinical Trials Information Forms - (includes Inclusion Enrollment Report – Study Record Form)

139

\*\*\*\*(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)\*\*\*\*

#### ARTICLE F.5. TIME OF DELIVERY

- a. The Government requires delivery of \_\_\_\_\_ within \_\_ days after [Receipt of each record of call/Date of contract award] .
- b. The Contractor may propose a delivery schedule which is earlier than required above. If the Contractor does not propose a different delivery schedule, the Government's desired delivery schedule shall apply.
- c. Proposed Delivery Schedule: Delivery of \_\_\_\_\_ within \_\_ days after [Receipt of each record of call/Date of contract award] .

140

\*\*\*\*(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)\*\*\*\*

#### ARTICLE F.6. TIME OF DELIVERY

- a. The Government requires delivery to be made according to the following schedule:

##### REQUIRED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

- b. The Contractor may propose a delivery schedule which is earlier than required above. If the Contractor does not propose a different delivery schedule, the Government's desired delivery schedule shall apply.

c.

**PROPOSED DELIVERY SCHEDULE**

Item Number	Description	Quantity	Within Days After Date of Contract Award

**141**

\*\*\*\*(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)\*\*\*\*

**ARTICLE F.7. DESIRED AND REQUIRED TIME OF DELIVERY**

- a. The Government desires delivery to be made according to the following schedule:

**DESIRED DELIVERY SCHEDULE**

Item Number	Description	Quantity	Within Days After Date of Contract Award

- b. If the Contractor is unable to meet the desired delivery schedule, it may, propose a delivery schedule below. However, the Contractor's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule set forth in paragraph c., below.

c.

**REQUIRED DELIVERY SCHEDULE**

Item Number	Description	Quantity	Within Days After Date of Contract Award

- d. If the Contractor proposes no other delivery schedule, the Desired Delivery Schedule set forth in paragraph a., above will apply.

e.

#### CONTRACTOR'S PROPOSED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

142

\*\*\*\*(USE BELOW FOR LEVEL OF EFFORT SOLICITATIONS AND CONTRACTS WHICH DEFINE THE EFFORT IN TERMS OF HOURS, MONTHS, OR YEARS.)\*\*\*\*

#### ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

##### 1. First Paragraph:

- **For Solicitations:** Leave the Number of Labor Hours (Months or Years) blank.
- **For Contracts:** Fill in the Number of Labor Hours (Months or Years)
- Select the appropriate effort type from the Drop Down List each time it appears. For RFPs, use the combined selection: [HOURS, MONTHS, YEARS].
- Select the appropriate inclusion factor from the Drop Down List each time it appears. For RFPs, use the combined selection: [INCLUDE/EXCLUDE].

##### 2. TABLE:

- **For Solicitations:**
  - Select the combined selection: [HOURS, MONTHS, YEARS] from the Drop Down List.
  - Leave the rest of the table blank.
- **For Contracts:**
  - Select the appropriate effort type from the Drop Down List.
  - Itemize categories below as necessary.
  - If Options are used, make sure that this paragraph addresses option year effort and indicates that this effort is contingent upon exercising each option period.

#### ARTICLE F.8. LEVEL OF EFFORT

143

- a. During the period of performance of this contract, the Contractor shall provide \_\_\_\_ direct labor [Hours/Months/Years] . The labor [Hours/Months/Years] [Include/Exclude] vacation, holiday, and sick leave. These labor [Hours/Months/Years] [Include/Exclude] subcontractor labor [Hours/Months/Years] . It is estimated that the labor [Hours/Months/Years] are constituted as specified below and will be expended approximately as follows:

**Labor [HOURS, MONTHS, YEARS]**

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Professional							
Other Professional							
Support							
<b>Totals</b>							

**144**

\*\*\*\*(USE BELOW FOR ALL LEVEL OF EFFORT SOLICITATIONS AND CONTRACTS. THIS PARAGRAPH DEFINES PERCENTAGES REQUIRED BY TOTAL LEVEL OF EFFORT - HOURS, MONTHS, YEARS. THE RANGE MAY BE FROM 90% TO 110%.)\*\*\*\*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

1. Fill in the Percentage of Direct Labor effort required to determine satisfactory performance. Note: It is not necessary to complete for RFPs.
2. Select the appropriate effort type from the Drop Down List. For RFPs, use the combined selection: [HOURS, MONTHS, YEARS].

- b. The Contractor shall have satisfied the requirement herein if not less than \_\_ % nor more than \_\_ % of the total direct labor [Hours/Months/Years] specified herein are furnished. These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clause.

**145**

\*\*\*\*(USE BELOW WHEN PERCENT IS USED TO DEFINE EFFORT, PER NIH MANUAL CHAPTER 6016-1, entitled, "Use of Percentages in Level of Effort Contracts." THE BASE TO WHICH THE PERCENT(S) APPLY MUST BE DEFINED. REMOVE THE LAST SENTENCE IN PARAGRAPH a., BELOW, BEGINNING: "It is estimated..." WHEN A DEFINITE PERCENT PER LABOR CATEGORY IS SPECIFIED.)\*\*\*\*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

1. **First Paragraph:**
  - Fill in the Percentage of Direct Labor effort.
  - Select the appropriate inclusion factor from the Drop Down List each time it appears.
2. **TABLE:**
  - Modify labor categories below as necessary.
  - If Options are used, make sure that this paragraph addresses option year effort and indicates that this effort is contingent upon exercising each option period.

- c. In accomplishing the work set forth herein, the Contractor shall provide \_\_\_\_\_ percent direct labor effort during the period set forth in the PERIOD OF PERFORMANCE Article in SECTION F of this contract. The labor effort [Includes/Excludes] vacation, holiday, and sick leave. This labor effort

[Includes/Excludes] subcontractor labor effort. It is estimated that the percent labor effort is constituted as specified below and will be expended approximately as follows:

PERCENT							
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Professional							
Other Professional							
Support							
Totals							

146

\*\*\*\*(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT ARE TO BE CPFF, LEVEL OF EFFORT.)\*\*\*\*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

- Select the appropriate effort type from the Drop Down List each time it appears. For RFPs, use the combined selection: [HOURS, MONTHS, YEARS].

- d. In the event fewer [Hours/Months/Years] than the minimum specified number of direct labor [Hours/Months/Years] in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under FAR Clause 52.249-6, TERMINATION (Cost-Reimbursement) incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of [Hours/Months/Years] by which the number of direct labor [Hours/Months/Years] furnished is less than the number of direct labor [Hours/Months/Years] specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

147

\*\*\*\*(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT CONTAIN THE ARTICLE H. RESEARCH AND DEVELOPMENT DATA IN THE ELECTRONIC RESEARCH ADMINISTRATION (eRA) SYSTEM.)\*\*\*\*

**ARTICLE F.9. NOTIFICATION OF COMPLETION OF RESEARCH AND DEVELOPMENT DATA ENTRY IN ELECTRONIC RESEARCH ADMINISTRATION (eRA) SYSTEM**

The Contractor shall provide a written notification of completion of research and development data entry, as required in section H of this contract, in the eRA system to the NIH COR within fifteen (15) calendar days of being notified by the eRA system. [The notification will come in the form of an eRA system-generated email, sent to the Contractor's registered user(s) under the contract].



148

\*\*\*\*(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)\*\*\*\*

**ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:**

- Use this Clause with its ALTERNATE I, EXCEPT for Fixed-Price contracts.
- For Fixed-Price Contracts, select "is not" from the drop-down box.

**ARTICLE F.10. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEB 1998).**

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/?q=browsefar> .

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

**52.242-15, Stop Work Order** (August 1989).

**Alternate I** (April 1984) [is/is not] applicable to this contract.

149

\*\*\*\*(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS. THIS CLAUSE IS OPTIONAL FOR FIXED-PRICE SERVICE CONTRACTS.)\*\*\*\*

**52.242-17, Government Delay of Work** (April 1984).

150

\*\*\*\*(USE BELOW IN FIXED-PRICE SOLICITATIONS AND CONTRACTS FOR SUPPLIES, SERVICE, RESEARCH AND DEVELOPMENT WHEN THE CONTRACTING OFFICER DETERMINES LIQUIDATED DAMAGES ARE APPROPRIATE.)\*\*\*\*

**ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:**

- Contracting Officer to insert amount of liquidated damages.

**52.211-11, Liquidated Damages--Supplies, Services or Research and Development** (September 2000).

"(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ \_\_\_\_\_ per calendar day of delay [Contracting Officer insert amount]."

151

\*\*\*\*(USE BELOW FOR CONTRACTS WHICH DO NOT CONTAIN A DELIVERY ARTICLE, i.e. Level of Effort.)\*\*\*\*

**52.247-35, F.o.b. Destination Within Consignees Premises** (April 1984).