

BF.001 TIME OF DELIVERY (NOV 2004) [For use in solicitations and contracts for supplies and services when the contracting officer has made a determination that offerors should be allowed to propose an alternative delivery schedule.]

The NAFI will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified. Offerors that propose delivery beyond the required delivery period may be rejected. The NAFI reserves the right to award under either the required delivery schedule or the proposed alternate delivery schedule, when an offeror offers an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO. QUANTITY WITHIN DAYS AFTER DATE OF CONTRACT

(End of clause)

BF.002 LIQUIDATED DAMAGES-SUPPLIES OR SERVICES (NOV 2004) [For use in fixed-price solicitations and contracts for supplies or services when the contracting officer determines liquidated damages are appropriate.]

(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 NAFI liquidated damages of [Contracting Officer insert amount] per calendar day of delay.

(b) If the NAFI terminates this contract in whole or in part under the clause Default-Fixed-Price Supply and Service, the Contractor is liable for liquidated damages accruing until the NAFI reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the clause Default-Fixed-Price Supply and Service in this contract.

(End of clause)

BF.003 LIQUIDATED DAMAGES-CONSTRUCTION (NOV 2004) [For use in solicitations and contracts for construction when the contracting officer determines liquidated damages are appropriate. If the contract specifies more than one completion date for separate parts or stages of the work, revise paragraph (a) of the clause to state the amount of liquidated damages for delay of each part or stage of the work.]

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the NAFI in the amount of [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the NAFI terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

BF.004 VARIATION IN QUANTITY (NOV 2004) [For use in solicitations and contracts if authorizing a variation in quantity in fixed-price contracts for supplies or services that involve the furnishing of supplies.]

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

[Contracting Officer insert percentage] Percent increase

[Contracting Officer insert percentage] Percent decrease

This increase or decrease shall apply to [*]

* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as-

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

(End of clause)

BF.005 DELIVERY OF EXCESS QUANTITIES (NOV 2004) [For use in solicitations and contracts when a fixed-price contract for supplies is contemplated.]

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the NAFI receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The NAFI may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the NAFI, either be returned at the Contractor's expense or retained and paid for by the NAFI at the contract unit price. A variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

(End of clause)

BF.006 STOP-WORK ORDER (NOV 2004) [When contracting by negotiation, for use in solicitations and contracts for supplies and services. Note: The "90-day" period stated in the clause may be reduced to less than 90 days.]

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted

at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the NAFI, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

BF.007 SUSPENSION OF WORK (NOV 2004) [For use in all solicitations and contracts when a fixed-price construction or fixed-price architect-engineer contract is contemplated.]

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the NAFI.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified) an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date the final payment under the contract.

(End of clause)

BF.008 F.O.B. ORIGIN (NOV 2004) [For use in solicitations and contracts when the delivery term is f.o.b. origin.]

(a) The term "f.o.b. origin," as used in this clause, means free of expense to the NAFI delivered-

(1) On board the indicated type of conveyance of the carrier (or of the NAFI, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any NAFI designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Surface Transportation Board of the Department of Transportation).

(b) The Contractor shall-

(1) Pack and mark the shipment to comply with contract specifications; or in the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Order specified carrier equipment when requested by the NAFI; or if not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods-

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the NAFI bill of lading supplied by the ordering agency or, when a NAFI bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show-

(i) A description of the shipment in terms of the governing freight classification or tariff (or NAFI rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g.,

(A) "To be converted to a NAFI bill of lading," or

(B) "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the NAFI"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

(End of clause)

BF.009 F.O.B. DESTINATION (NOV 2004) [For use in solicitations and contracts when the delivery term is f.o.b. destination.]

(a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the NAFI, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The NAFI shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the NAFI acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, the consignee shall perform unloading (including movement to the tailgate), with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1) Pack and mark the shipment to comply with contract specifications; or in the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

BF.010 F.O.B. DESTINATION-EVIDENCE OF SHIPMENT (NOV 2004) [For use when supplies will be purchased f.o.b. destination, but inspection and acceptance will be at the point of origin.]

(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor-

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the NAFI for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

BF.012 NAFI DELAY OF WORK (DEC 2005) [For use in solicitations and contracts when a fixed-price contract is contemplated for all fixed price supply contracts and for fixed price contracts for commercial services.]

(a) If the performance of all or any part of the work of this contract is delayed or interrupted-

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)