

SECTION F

DELIVERIES OR PERFORMANCE

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F.1 PERIOD OF PERFORMANCE

- (a) This contract shall be effective as specified in Block No. 28 – Award Date, of Standard Form 33, and shall continue up to and including January 4, 2020, unless sooner terminated according to its terms. The contract may be extended in accordance with Section F.2 entitled “Award Term Incentive”.
- (b) The contract transition period is from award date through January 4, 2015. The Contractor will assume full operational control of the Laboratory on January 5, 2015.
- (c) The contract’s maximum period of performance, including the transition period and award term(s), if earned, shall not exceed 20 years, two (2) months.

F.2 AWARD TERM INCENTIVE

(a) Definitions

For purposes of this Section F.2:

- (1) “Award Term Determination Official (ATDO)” means the Department of Energy official designated to determine whether the Contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
- (2) “Base Term”, for purposes of Section F.2 only, means the period of performance commencing on the date the Contractor assumes full responsibility for the Laboratory pursuant to the provisions of Section H Clause entitled “Activities During Contract Transition”, through the end date specified in Section F.1 entitled “Period of Performance”.
- (3) All ratings of Contractor performance are defined in Section J, Appendix B entitled “Performance Evaluation and Measurement Plan”.

(b) Eligibility for Award Term Extensions

In order for the Contractor to earn a contract term extension pursuant to the award term incentive:

- (1) With respect to the first evaluation period (the date the Contractor assumes full responsibility for the Laboratory through September 30, 2015), the Contractor must have been assessed by the FDO to have achieved a score of at least 3.1 for both Science and Technology and Management and Operations, and meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO.
- (2) With respect to all other evaluation periods, the Contractor must have been assessed by the FDO to have achieved an overall score of at least a 3.5 for Science and Technology and an overall score of at least a 3.1 for Management and Operations for each performance evaluation period, and meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO. Provided, however, that the Contractor must also obtain a minimum score of at least 3.1 for each individual Science and Technology Goal and 2.8 for each individual Management and Operations Goal.

(c) Award Term Evaluation and Determination

- (1) The amount of award term that may be earned by the Contractor for each award term extension is 12 months. The Government may extend the contract term up to a total of 15 years beyond the five-year base term through implementation of this provision. The total contract term, including the transition period and award term(s), shall not exceed 20 years and two (2) months.
- (2) Evaluation of award term extensions will be conducted annually.
- (3) The ATDO will unilaterally determine if the Contractor: (i) meets eligibility requirements to earn an award term extension; and (ii) has earned additional contract term. This determination will be made annually. After the ATDO determines that the Contractor has earned additional award term and after receipt of any necessary approvals, the Contracting Officer will unilaterally modify the contract to extend the term of the contract.
- (4) If the Contractor fails to earn the award term three (3) times, the Contractor becomes ineligible to earn any additional award term extension(s) under the contract.

(d) Conditions

- (1) This section does not confer any other rights to the Contractor other than the right to earn additional contract term as specified herein. Any additional contract term awarded to the Contractor under this section is subject to all of the other terms and conditions of this contract. Should the terms of this section conflict with the terms of any other section or clause under this contract, then this section shall be subordinate.
- (2) The Contractor's earning of an award term extension and the Contractor's right to perform an earned award term extension are subject to:
 - (i) The Government's continuing need for the contract's work;
 - (ii) The availability of funds; and
 - (iii) Bilateral contract modifications that incorporate changes to, or new, DOE policy or contract clauses.
- (3) The Government may make unilateral changes to the Performance Evaluation and Measurement Plan (or equivalent document) prior to the start of an award term evaluation period.
- (4) The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Contractor failing to earn or forfeiting award term.
- (5) A significant failure of Contractor's management controls as defined in the Section I Clause DEAR 970.5203-1 – Management Controls or a first degree performance failure as defined in the Section I Clause DEAR 970.5215-3 – Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts may result in the forfeiture of up to three (3) years of earned award term. This potential forfeiture is in addition to other remedies provided for in the contract and is unilaterally determined by the ATDO.
- (6) If the ATDO determines that the Contractor has forfeited earned award term as allowed in item (5) above, the Contracting Officer will unilaterally modify the contract term.

F.3 FAR 52.242-15 – Stop Work Order (AUG 1989) (Alternate I) (APR 1984)

- (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 Termination 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, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, 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 Government, 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.

F.4 STOP WORK AND SHUTDOWN AUTHORITY

FAR 52.242-15 – Stop Work Order (Alternate I), allows only the Contracting Officer to stop work or shutdown facilities for reasons other than harm or imminent danger to the environment or health and safety of employees and the public.

Due to the immediate need to stop work due to situations where the Contractor's acts or failures to act cause substantial harm or present an imminent danger to the environment or health and safety of employees or the public, any DOE employee may exercise the stop work authority contemplated in Section I Clause entitled "DEAR 970.5223-1 – Integration of Environment, Safety, and Health Into Work Planning and Execution".

F.5 PRINCIPAL PLACE OF PERFORMANCE

The principal place of contract performance is at the site of the Brookhaven National Laboratory, Upton, New York (Suffolk County, Long Island).