

PART I

SECTION F

DELIVERIES OR PERFORMANCE

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PART I

SECTION F - DELIVERIES OR PERFORMANCE

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 May 31, 2020, unless sooner terminated according to its terms. The contract may be extended in accordance with Clause F.2 - AWARD TERM INCENTIVE (SPECIAL).
- (b) The contract transition period is from award date through May 31, 2005.

F.2 - AWARD TERM INCENTIVE (SPECIAL)

- (a) Definitions. For purposes of this clause:
 - (1) Reserved.
 - (2) The performance measures for the "Contractor Performance Ratings" are defined in Section J, Appendix B entitled, "Performance Evaluation and Measurement Plan."
 - (3) "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.
 - (4) "Initial contract term" for purposes of this clause only, means the period of performance commencing on the date the contractor assumes full responsibility for the Laboratory from June 1, 2005, through May 31, 2010.
- (b) Eligibility for Award Term Extensions. In order for the contractor to earn a contract term extension pursuant to the award term incentive, the contractor must:
 - (1) Have been assessed by the FDO to have achieved an annual rating in both the Science & Technology and Management and Operations components for each performance evaluation period (except as provided in (2) below)

that meets or exceeds the scores identified in the Performance Evaluation and Measurement Plan (or equivalent document) as establishing eligibility for the award term incentive, and, meet the contract performance objectives, standards, or criteria and other contract requirements applicable to earning additional award term, defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO.

- (2) With respect to the evaluation period for the first award term extension, the Contractor must achieve an overall rating of at least satisfactory for the first performance evaluation period and an overall rating meeting the criteria in paragraph (1) above for each of the next two performance evaluation periods.

(c) Award Term Evaluation and Determination

- (1) The Government may extend the contract term up to a total of twenty years through operation of this award term incentive clause. The evaluation period for the first award term extension will be the first three performance evaluation periods of the initial contract term. Evaluations for subsequent award term extensions will be conducted annually.
- (2) 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.
- (3) The amount of award term that may be earned by the contractor for the first award term extension is thirty-six (36) months. The amount of award term that may be earned by the contractor for each subsequent award term extension is twelve (12) months.
- (4) If the ATDO determines that the contractor has earned additional award term, the Contracting Officer will unilaterally modify the contract to extend the term of the contract.
- (5) If the Contractor fails either (i) to earn the first award term extension, or (ii) to earn the award term 3 times, the contractor becomes ineligible to earn any additional award term extension(s) under the contract.

(d) Conditions.

- (1) This clause 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 clause is subject to all of the other terms and conditions of this Contract. Should the terms of this

clause conflict with the terms of any other clause under this Contract, then this clause 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) Mutual agreement by the parties to 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 clause entitled "Management Controls" or a first degree performance failure as defined in the clause entitled "Conditional Payment of Fee, Profit, or Incentives" may result in the forfeiture of up to 3 years of earned award term. This potential forfeiture is in addition to other remedies provided for in the contract.

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 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 Ernest Orlando Lawrence Berkeley National Laboratory, Berkeley, Alameda County, California.