

**PART I—THE SCHEDULE**

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**SECTION F**

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## SECTION F—DELIVERIES OR PERFORMANCE

### F-1 Term of Contract

The effective date of the contract is January 18, 2000. The term of the transition period is from January 18, 2000 through March 31, 2000. The term of the base contract is from April 1, 2000 through March 31, 2005. The Government has extended the term of the contract from April 1, 2005 to March 31, 2010, pursuant to the clause in Section I entitled, “Option to Extend the Term of the Contract,” for a period of five (5) years. In accordance with Federal Acquisition Regulation 17.605, the Government extended the term of the contract from April 1, 2010 to March 31, 2015, for an additional period of five (5) years. Subsequently, also in accordance with Federal Acquisition Regulation 17.605 and implementing DOE policy, the Government has extended the term of the contract from April 1, 2015 to March 31, 2020, for an additional five (5) year period. The total duration of this contract under this clause shall not exceed 242 months.

### F-2 Principal Place of Performance

The principal place of performance for the contract is Oak Ridge, Tennessee.

### F-3 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 up to 30 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 up to 30 days after a stop-work order 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 a proposal 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**

Section F Clause, FAR 52.242-15, "Stop Work Order," allows only the Contracting Officer to stop work or shut down 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 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, DEAR 970.5223-1, "Integration of Environment, Safety, and Health Into Work Planning and Execution."

In addition to the authorities enumerated in the Section I Clause, DEAR 952.242-70, "Technical Direction," the contracting officer's representative (COR) may direct the Contractor to suspend work when clear and present danger exists to workers or members of the public. Clear and present danger is a condition which could be expected to cause death or serious harm to workers, members of the public, or the environment, immediately or before such condition or hazard can be eliminated through normal procedures. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this paragraph.