

**Part I – The Schedule**

**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. 3 – Effective Date, of the Standard Form 30, for this modification, except as otherwise provided, and shall continue up to and including September 30, 2017, unless sooner terminated according to its terms and conditions, or extended in accordance with the appropriate FAR and DEAR provisions.
- (b) This contract shall be extended for a period of five (5) years effective October 1, 2017 and shall continue up to and including September 30, 2022 unless sooner terminated according to its terms and conditions, or extended in accordance with the appropriate FAR and DEAR provisions.

[M1067]

## F – 2 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.

- (3) 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.
- (4) 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.

[M1067]

**F – 3 Deliverables**

The Contractor will provide to the Contracting Officer the routine deliverables identified in the following table. These deliverables are in addition to those required elsewhere in this Contract.

<b>Deliverable</b>	<b>Source Requirement</b>	<b>Description</b>
A	CO Letter 02-FMD-0060, dated October 23, 2002, subject "Reconciliation of Activities Charged to Suspense Debits and Budget and Reporting YN01".	Provide by the 10th of every month a reconciliation of activities charged to suspense accounts.
B	DOE HQ	As required by DOE HQ, provide input into the DOE Workforce Information System (WFIS): 1) Annual workforce restructuring report, and 2) quarterly EEO reports.
C	CO letter 06-PD-187 dated May 10, 2006, subject "Field Office Integrated Contactor Trial Balance Reconciliation Certification".	By the 15th calendar day of each month, provide a trial balance monthly recertification. Additionally, provide a biannual reconciliation and certification at the full Accounting Flex Field level for specific Standard General Ledger accounts.
D	CO letter 08-PNSO-0601 dated Sept. 29, 2008, subject "Letter of Credit".	Quarterly review of payments cleared financing arrangement with the financial institution, to be provided within 30 days of end of each quarter, plus semi-annual analysis that demonstrates the adequacy of funds on deposit for the previous six-month period consistent with DOE Accounting Handbook, section 6-11.

Deliverable	Source Requirement	Description
E	CO letter 09-PNSO-0158 dated Jan. 16, 2009, subject “Washington State University Use of DOE Owned Equipment.	Consistent with DOE Order 522.1A required analysis of pricing data, provide annual report detailing DOE equipment in BSEL, WSU usage of equipment in the service center and equipment that meets the criteria for a service center, and an analysis showing WSU non-collaborative usage no later than 30 days after the end of each fiscal year. <b>[M1281]</b>
F	CO letter 14-PNSO-0132 dated March 5, 2014, subject “Approval of FY 2014 Proprietary Use Rates for the Environmental Molecular Sciences Laboratory (EMSL) User Facility” and CO Letter 21-PNSO-0033 dated January 8, 2021, subject “Approval of FY 2020 and FY2021 Proprietary Use Rates for the Environmental Molecular Sciences Laboratory (EMSL) User Facility”	By September 1 of every year, provide to the Contracting Officer for approval the next fiscal year proprietary use rates for the EMSL User Facility. <b>[M991]</b> Proprietary rate approvals will not be required unless the burdened cost (business volume) in the prior fiscal year exceeds \$25,000. <b>[M1291]</b>
G	CO Letter 13-PNSO-0248, dated July 8, 2013, subject "Capitalizing Software Development Costs	As required by DOE HQ's Guidance related to Capitalizing Software Development Costs dated May 21, 2013 & October 1, 2000 related to SFFAS 10 requirements, provide a yearly report of all capitalized software developments costs by August 20th of every year and record all capitalized software in STARS in the third and fourth quarter of every fiscal year. <b>[M991]</b>
H	PNSO Letter 18-PNSO-0136, March 20, 2018, subject “Review and Approval Process for Non-Department of Energy (DOE) Funded Work Involving Animal Use at Office of Science (SC) Laboratories, Transmittals of Surveillance S-19-PSNO-PNNL-003, and Notification of Proposed Changes to Section F – Deliveries or Performance”.	Per updated guidance by DOE-SC, maintain a list of all animal use projects (mammals and non-mammals, excluding sponges funded by DOE, including NNSA, and non-DOE sponsors, and provide a year-end report to DOE-SC, using the DOE-SC provided format. The report shall be submitted electronically to PNSO, using the current template, for transmittal to SC-HQ every year. <b>[M1281]</b>

I	PNSO Letter 18-PNSO-0302, August 13, 2018, subject “Improper Payment and Payment Recapture Audit Reporting Requirements”	Per updated guidance, OMB Circular A-123, Appendix C, Requirements for Payment Integrity Improvement as part of annual payment auditing reporting are required. Risk assessments/reporting templates and Certifications will be due annually to PNSO with a copy to the Oak Ridge Office, every August or as identified in the annual guidance. <b>[M1182]</b>
J	CO Letter 21-PNSO-0030, December 2, 2020, subject “FY 2020 Institutional Cost Report (ICR) Requirements”	Provide Institutional Fiscal Year Cost Report annually to PNSO every December or as otherwise provided in annual guidance. <b>[M1291]</b>
K	CO Letter 21-PNSO-0001, October 20, 2020, subject “Unallowable Cost Yearly Report”	Provide Unallowable Cost Yearly Report annually to PNSO 60 days after the end of each fiscal year. <b>[M1291]</b>

**[M1291]**

**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.”

**[M1067]**

**F – 5 Principal Place of Performance**

The principal place of contract performance is at the site of the Pacific Northwest National Laboratory located in Richland, Washington (Benton County).

**[M1067]**