

**PART I**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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## **PART I**

### **SECTION F**

#### **DELIVERIES OR PERFORMANCE**

##### **F.1 Term of Contract**

- (a) This contract shall be effective as specified in Block No. 28, *Award Date*, of SF 33, and shall continue up to and including May 31, 2015, unless sooner terminated according to its terms. The contract may be extended in accordance with Clause I.25, Option to Extend the Term of the Contract.
- (b) The period for the transition from the incumbent Contractor to the Contractor shall begin on the date of award and extend through September 30, 2008 unless otherwise determined by the Contracting Officer. The Contractor is expected to have all transition activities complete by this date at which time the Contracting Officer shall notify the Contractor that they are to assume all responsibility for the complete Statement of Work.

##### **F.2 Principal Place of Performance**

The principal place of performance is the site of the National Renewable Energy Laboratory (NREL) in Golden, Colorado, and the National Wind Technology Center located south of Boulder, Colorado.

##### **F.3 FAR 52.242-15 Stop-Work Order (Aug 1989) (Alternate 1) (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 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 in Section I 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, 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 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 cancelled 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 cancelled 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.