

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be within the boundaries of the INL site in the vicinity of Idaho Falls, Idaho.

F.2 PERIOD OF PERFORMANCE

(a) The CO will issue a Notice To Proceed (NTP) (which may be concurrent with or follow Contract award). The Contractor shall commence work upon the issuance of the NTP. The Contractor shall not be entitled to allowable costs prior to the date of the NTP.

(b) The Period of Performance of this contract includes:

- (1) Transition Period (CLIN 00004): The transition period shall last for 90 days or less from the date of issuance of the Notice to Proceed (NTP).

Transition Period: 0 through 3 months from NTP*

*The first day of the transition period will be the date of the issuance of the NTP.

After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the contract effective date, also considered the first day after the current incumbent contract period of performance ends.

- (2) Contract Base Work (CLINs 00001, 00002, 00003, 00004 and 00005): The Contract period of performance shall be for five years from the end of the transition period.
- (3) Contract Option Work (CLINs 00001a – 00001g; and CLIN 00006): Option CLINs are included in the contract that may be exercised to increase the quantity of services to be performed under the contract. The Options shall be exercised in accordance with the cost and fee prices established in Section B.2 *Contract Cost and Fee Schedule*.

- (4) None of the work, including the options, can extend beyond the five year contract period of performance end date.

F.3 EXERCISE OF OPTIONS

In accordance with Section I clause, FAR 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989), the Department of Energy has included option CLINs to acquire additional scope elements as separately priced line items under this Contract. In order to demonstrate the value it places on quality performance, the DOE has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option(s), the Contracting Officer may consider: (1) the quality of the Contractor's performance under this Contract; (2) if sufficient funding is available; (3) whether the requirement covered by the option fulfills an existing Government need; (4) whether the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered; and (5) if the option was synopsised in accordance with FAR Part 5 unless exempted by [5.202\(a\)\(11\)](#) or other appropriate exemptions in [5.202](#). The option(s) will not be exercised if the Contractor is listed in the System for Award Management Exclusions.

F.4 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 allowable 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 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 allowable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts a claim for 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 asserted 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.5 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) All contractor and Department of Energy (DOE) employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would either be considered an imminent danger situation or have a negative impact on the environment, safety or health of the site, the site workers, or the public. The employee shall immediately notify the CO and the cognizant DOE Facility Representative when work is stopped pursuant to this paragraph.
- (b) DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility, which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

- (c) An imminent danger situation exists when any condition or practice could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through enforcement procedures.
- (d) A negative impact on the environment, safety or health of site workers or the public includes situations that result in unplanned releases to the environment, uncontrolled exposures to workers or the public, or programmatic failures which could result in these situations.
- (e) As stated in the Section I, DEAR 970.5223-1, “Integration of Environment, Safety, and Health into Work Planning and Execution,” the CO may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.
- (f) This clause flows down to all subcontractors at all tiers. Therefore, the contractor shall insert a clause, modified appropriately to substitute “contractor representatives” for “the CO” in all subcontracts containing the 970.5223-1, “Integration of Environment, Safety, and Health into Work Planning and Execution” clause.