

DRAFT
Request for Proposal – Idaho National Laboratory
February, 2004

PART I SECTION F
DELIVERIES OR PERFORMANCE

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Deliveries Or Performance

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F.1 Term Of Contract

- (a) The Term of Contract is from the award date through September 30, 2009, unless terminated sooner in accordance with the provisions of this contract.
- (b) Contract Transition is expected to be between November 15, 2004 and January 30, 2005. (The Contracting Officer may revise the transition period.) Contract takeover date is expected to be January 31, 2005.
- (c) The period of performance may be extended for periods not to exceed 5 years, in accordance with F.3 below. If all option periods are exercised, the total period of performance shall continue through September 30, 2014.
- (d) The DOE's vision is for the INL to enhance the Nation's security by becoming the preeminent nuclear research, development and demonstration laboratory within ten years. It is DOE's intent to have a long term contractual relationship subject to the Contractor's performance and consistent with DOE's requirements for competition and maintenance of Federally Funded Research and Development Center (FFRDC) status. It is anticipated that the DOE will exercise the option period(s) if the Contractor's performance meets or exceeds performance expectations as communicated in writing by the Contracting Officer consistent with other provisions of the contract.

Note for draft RFP: Current DOE policy is that management and operating (M&O) contracts shall provide a base contract term of not to exceed five (5) years and may include options to extend the term for additional periods so long as no one option period exceeds five (5) years in duration and the total term of the contract, including any options exercised, does not exceed ten (10) years. Except as may be provided for through the inclusion of option(s) to extend the term, any extension to continue the contract with the incumbent beyond its terms may occur only when such extension can be justified under the statutory authorities identified in 48 CFR 6.302. See DEAR 970.1706-1. DOE is currently reviewing the recommendations of the Blue Ribbon Commission contained in its report "Competing the Management and Operations Contracts for DOE's National Laboratories," dated November 24, 2003. (A copy of this report may be accessed at <http://www.seab.energy.gov/publications/brcDraftRpt.pdf>) Should DOE decide to modify its competition policy for M&O contracts in consequence of that review, any relevant change in DOE's policy that is adopted before issuance of the final RFP will be reflected in the final RFP.

F.2 Principal Place Of Performance

The work under this Contract is to be carried out in a variety of locations, but the principal place of performance will be in the vicinity of Idaho Falls, ID.

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F.3 FAR 52.217-9 -- Option To Extend The Term Of The Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 180 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

F.4 Impact of Performance on Fee and Contract Term

The Contractor's performance shall be reviewed annually as provided elsewhere in this contract. The Contractor is reminded that (1) the quality of its performance, and (2) its success at meeting contract requirements, shall affect the fee earned and could also affect the overall term of this contract. The Contractor is further reminded that the Government may terminate this contract at any time under FAR clause 52.249-6.

F.5 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 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 –

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- (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.