

Contract No. DE-AC07-05ID14517

Section F

Conformed through Mod 300

PART I SECTION F

DELIVERIES OR PERFORMANCE

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Deliveries or Performance

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Part I Section F

Deliveries or Performance

F.1 Term of Contract

- (a) The Term of Contract is from the award date through September 30, 2019, unless the term is reduced or the contract is terminated in accordance with the provisions of this contract.
- (b) Contract Transition is expected to be between November 15, 2004 and January 31, 2005. (The Contracting Officer may revise the transition period.) Contract takeover date is expected to be February 1, 2005.
- (c) The period of performance may be extended for period(s) 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, 2019.

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 shall be in the vicinity of Idaho Falls, ID.

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 before the contract expires; 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 September 30, 2019.

F.4 Special Assessment of Contractor Performance

- (a) Consistent with applicable acquisition regulations and clause F.1 of this contract, it is DOE's intention to have a long-term contractual relationship with the Contractor for the management and operation of the INL as a Federally Funded

Research and Development Center (FFRDC). Achieving the full contract term will, however, be dependent on the Contractor's performance under the contract.

- (b) DOE shall conduct a Special Assessment of the Contractor's performance through September 30, 2016. This assessment shall include a review of research and development (R&D) and safety performance. This Special Assessment is in addition to the periodic performance appraisals and evaluations otherwise required by this Contract.
- (c) If the results of the Special Assessment indicate, in DOE's sole discretion, that the level of the Contractor's performance in R&D and safety has not met performance expectations, the contract term may be reduced unilaterally by the Contracting Officer. The Contracting Officer shall provide written notice to the Contractor at least 180 days prior to the contract expiration date. The provisions of the clause in Section I entitled "Continuity of Services" (FAR 52.237-3) shall apply in addition to the provisions of this clause F.4.
- (d) If the contract term is reduced by the Contracting Officer in accordance with the provisions of this clause F.4, the provisions of the Section I clause entitled, "Termination" shall not apply to the reduction in the contract term. The available fee under clause B.2, "Fee" shall be adjusted accordingly consistent with the reduced term of the contract.
- (e) This clause F.4 does not affect DOE's rights to invoke the Termination clause of the contract at any time during the term of the contract.

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 –
 - (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.