

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 Contract Ordering Periods**

The base ordering period shall be 12 months from the date of award of this contract which includes a contract transition of 60 days. Four option ordering periods, if exercised, will extend the term of the contract by 12 months each as follows:

1. Base Ordering Period: 0 through 12 Months after Date of Award
2. Option Ordering Period 1: 13 through 24 months after Date of Award
3. Option Ordering Period 2: 25 through 36 months after Date of Award
4. Option Ordering Period 3: 37 through 48 months after Date of Award
5. Option Ordering Period 4: 49 through 60 months after Date of Award

Specific performance periods will be stated in each individual task order as specified in Section H.19 and FAR 52.216-18 "Ordering".

**F.2 Exercise of Options**

In accordance with Section I clause, FAR 52.217-8 "Option to Extend Services" (Nov 1999) and Section I clause, FAR 52.217.9 "Option to Extend the Term of the Contract" (Mar 2000), the Department of Energy has included four option periods to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department 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; (5) the option was synopsisized in accordance with FAR Part 5 unless exempted by 5.202(a)(11) or other appropriate exemptions in 5.202; and (6) the contractor is not listed on the Excluded Parties List System (EPLS).

**F.3 Principal Place of Performance**

The requirement requires the Contractor to perform at and between many DOE sites across the nation in shipping transuranic waste and performing other transportation services across the continental United States. The Contractor shall operate and maintain terminal and maintenance facility within seventy (70) miles of the Waste Isolation Pilot Plant, near Carlsbad, New Mexico.

**F.4 Deliverables**

The Contractor shall provide the plans, reports, and records specified in Section C – PWS in accordance with the schedule requirements specified Section J, Attachment B - "Reporting Requirements Checklist" of this contract and each individual task order.

**F.5 FAR 52.242-15 Stop-Work Order (AUG 1989)**

(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 Default, or the Termination for Convenience of the Government, 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 or contract price, or both, 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.