# PART I – THE SCHEDULE

## SECTION F

## DELIVERIES OR PERFORMANCE

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# Part I - The Schedule

## SECTION F

## DELIVERIES OR PERFORMANCE

### F.1 PERIOD OF PERFORMANCE

The period of performance of this Contract shall be for the period from effective date of award through March 31, 2006, unless sooner terminated in accordance with the provisions of this Contract. The period from effective date of award through February 11, 2001, shall be for the transition from the existing Contractor to the successor Contractor. The phase-in period will be from February 12, 2001 through March 31, 2001. The Contractor's responsibility for management and operation of the OCRWM Program shall start on February 12, 2001.

The option periods, covering the period from April 1, 2006 to March 31, 2011, may be for a period(s) from one to five years. The Contracting Officer will determine the duration of the option period(s) at the time of written notification to the Contractor. Options may be exercised up to a total of five years. The total period of performance shall not extend beyond March 31, 2011.

### F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance will be Las Vegas, Nevada area and Washington, D.C.

### F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (DEAR 970.5204-74) (JUN 1996)

(a) The Department of Energy may unilaterally extend the term of this performance-based management contract by written notice to the Contractor within 30 days of March 31, 2006; provided that the Department of Energy shall give the Contractor a preliminary notice of its intent to extend at least twelve (12) months before the basic term of the contract expires. The preliminary notice does not commit the Department of Energy to exercise an extension.

(b) The option(s) to extend the contract is identified in "Period of Performance" of the contract. The Department of Energy may exercise any, or all, of the options identified in the contract. The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 120 months, not including the transition and phase-in periods.

## F.4 EXERCISE OF OPTION(S)

The DOE has included an option to extend the period of performance of 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, the Contracting Officer will consider the quality of the Contractor's performance under this contract.

## F.5 STOP-WORK ORDER (FAR 52.242-15) (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 allocable to the work covered by the order during the period of work stoppage. Within a period for 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 the 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, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal 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.