

PART I- THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

FAR 52.242-15 Stop Work Order (AUG 1989)
FAR 52.242-15 Stop Work Order (AUG 1989) – Alternate 1 (APR 1984)

F.2 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.

F.3 PERIOD OF PERFORMANCE

- (a) The contract transition period will be 90 days from the date of the written Notice to Proceed (NTP) prior to the base period of performance and the Contractor assuming full responsibility for the Performance Work Statement (PWS).
- (b) The base period of performance for the work specified in Section C, PWS, of this contract is **36 months**. The base period of performance shall commence on [TBD] and continue through [TBD], unless terminated sooner as provided for in other provisions of this contract.
- (c) The contract includes one **(1) two-year option period** that may be exercised unilaterally provided that the Government gives the Contractor a preliminary written notice of its intent to extend the contract at least 60 days before the contract expires in accordance with FAR 52.217-9, Option to Extend the Term of the Contract. The preliminary notice does not commit the Government to execute the option. Should the Government exercise the option hereunder, all contractual terms and conditions shall remain in effect. In the event the Government elects to exercise its option pursuant to the terms of this contract, the period of performance for the option shall commence on [TBD] and continue through [TBD], unless terminated sooner as provided for in other provisions of this contract.

F.4 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance for the contract is Portsmouth, Ohio and Paducah, Kentucky with some management functions performed at an office located in Lexington, Kentucky.

F.5 CONTRACT CLOSE-OUT

The Contractor shall submit a separate plan including budget and schedule for close-out of the contract at least 60 days prior to the end of the period of performance as specified in Section F clause entitled “Period of Performance”. **The Contract Close-Out Plan** (see Section J, Attachment J-8 “List of Deliverables”) shall include all remaining administrative matters necessary to close out the contract, including but not limited to: resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; or any other activities required by Section I, FAR 52.216-7, “Allowable Cost and Payment.”

F.6 DELIVERABLES

All products, reports, and deliverables (Section J, Attachment J-8) under this contract shall be delivered to the Contracting Officer shown in Section G or to the duly authorized representative of the Contracting Officer, as designated in writing by the Contracting Officer.

Deliverables requirements under the contract should be submitted to the Government via Electronic format unless requested by the DOE CO or the DOE COR in hard copy form. The file document(s) format should be Microsoft Office Version 2007 compatible and an unprotected version. The documents may be submitted via email as 'attachment(s)', file size permitting. Else, the deliverables should be submitted on a CD-ROM.

NOTE: Attachment J-8 is a listing of deliverables. Any deliverable that is required by any provision/clause of the contract that is not listed in Attachment J-8 does not relieve the Contractor of the requirement to provide that deliverable.

F.7 NORMAL HOURS OF OPERATION

Normal hours of operation are 7:00 AM to 5:00 PM Monday through Friday.