

PART I

SECTION F

DELIVERIES OR PERFORMANCE

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PART I

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The performance of the work for the Base Contract described in Part I, Section C - Description/Specifications/Work Statement shall commence at the time of contract award, and shall continue to completion thereof, estimated to occur on or about See Table Below, unless sooner terminated as hereinafter provided or extended by exercise of any, or all, of the options contained in Part I, Clause H.9 - Options to Extend Services. The following is a summary of the period of performance for the base contract and option periods.

<u>Description</u>	<u>Term</u>
Base Contract	132 months after contract award date.
Option 1 Construction and Cold Start-up of the MOX Fuel Fabrication Facility and Modifications of Mission Reactors and Site Facilities	48 months after Option 1 award date.
Option 2 Hot Start-up and Operation of the MOX Fuel Fabrication Facility and Reactor Irradiation Services	183 months after Option 2 award date.
Option 3 Deactivation of the MOX Fuel Fabrication Facility	27 months after Option 3 award date.

F.2 DELIVERY REQUIREMENTS

The Contractor shall submit to the Contracting Officer the deliverables contained in the following chart by the due date described therein:

BASE CONTRACT

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Advanced Preliminary Design	See Section J.II.A.1.b. (1) Initial Preliminary Design (2) Advanced Preliminary Design	Design addresses requirements of J.II.A.1.a, information requested in description, and is accurate and timely.	See Section J.II.A.1.d (1)
Final Preliminary Design Packages	See Section J.II.A.1.c.	Design contains all information requested, is accurate and timely.	See Section J.II.A.1.d (2)
Final Design Packages	See Section J.II.A.1.d.	Design contains all information requested, is accurate and timely.	See Section J.II.A.1.d (3)
MOX Fuel Fabrication Facility Long Lead Time Procurement Plan	See Section J.II.A.2.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.2.
Work Task Agreement (WTA)	See Section J.II.A.3	The WTA contains all information requested, is accurate and timely	See Section J.II.A.3
Regulatory Management Plan	See Section J.II.A.4.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.4.a.
Regulatory Documentation	See Section J.II.A.4.a.	An authorized representative of the contractor shall provide the documentation to DOE.	See Section J.II.A.4.b.
Facility Quality Assurance Plan	See Section J.II.A.5.	Requirements specified in 10 CFR Part 50, Appendix B	See Section J.II.A.5.
Construction Market Analysis and Prospective Bidders Report	See Section J.II.A.7.	Report contains all information requested, is accurate and timely.	See Section J.II.A.7.
Deactivation Plan	See Section J.II.A.8.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.8.
MOX Fuel Safeguards Plan	See Section J.II.A.9.	Applicable NRC Safeguards Requirements, including applicable IAEA Standards.	Within 13 mos. after award of contract.
MOX Fuel Security Plan	See Section J.II.A.10.	Applicable DOE Security Requirements.	See Section J.II.A.10.
Fuel Qualification Plan	See Section J.II.B.2.	Plan contains all information requested, is accurate and timely	See Section J.II.B.2.
DOE Host Site Facility(s) Recommendation Report	See Section J.II.B.3.	Report contains all information requested, is accurate and timely.	See Section J.II.B.3.
Work Task Agreement	See Section J.II.B.4.	Work Task Agreement contains all information requested, is accurate and timely.	See Section J.II.B.4
Certification of Successful Completion of Fuel Qualification Plan	See Section J.II.B.5.	An officer of the contractor shall certify completion.	See Section J.II.B.5.
Fuel Qualification Long Lead Time Procurement Plan	See Section J.II.B.6.	Plan contains all information requested, is accurate and timely.	See Section J.II.B.6.
Mission Reactors System Modification Plan(s)	See Section J.II.C.1.b.	Plan(s) address requirements of J.II.C.1.a, information requested in description, and are accurate and timely.	See Section J.II.C.1.b.

Mission Reactors Licensing Plan(s)	See Section J.II.C.2.	Plan(s) contain all information requested, are accurate and timely.	See Section J.II.C.2.
Mission Reactors License Amendment Application(s) and Revisions	See Section J.II.C.2.	In accordance with NRC Requirements	See Section J.II.C.2.
Missions Reactors Permitting Plan(s)	See Section J.II.C.3.	Plan(s) contains all information requested, are accurate and timely.	See Section J.II.C.3.
Mission Reactors Irradiation Plan	See Section J.II.C.4.b.	Plan contains all information requested, is accurate and timely.	See Section J.II.C.4.b.(1)
Project Management Plan	See Section J.II.D.1.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.1.a.
SNM Transportation Integration Management Plan	See Section J.II.D.3.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.3.a.
MOX Fresh Fuel Package Certification Plan	Plan covering activities of Section J.II.D.3.b.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.3.b.
MOX Fresh Fuel Package Certificate of Compliance Application	Contractor shall submit the COC application, including package final design and SARP.	DOE Order 460.1A, accompanying DOE Manual 460.1A and ORNL/TM-13526	See Section J.II.D.3.b.
MOX Fresh Fuel Package Procurement Plan	Contractor shall submit a plan with costs and schedule for required fuel packages.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.3.b.
Advance Procurement Plan	See Section J.II.D.4.	Plan contains all information requested, is accurate and timely.	See Section J.II.D.4.

OPTION 1

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Functional and Operability Testing Plan	See Section J.III.A.3.	Plan contains all information requested, is accurate and timely.	See Section J.III.A.3.
Certification of Successful Completion of Construction and Cold Start-Up Testing in Accordance with Functional and Operability Testing Plan	See Section J.III.A.4.	An officer of the contractor shall certify completion.	See Section J.III.A.4.
MOX Fuel Fabrication Process Qualification Plan	See Section J.III.A.5.	Plan contains all information requested, is accurate and timely.	See Section J.III.A.5.
Procedures Management Systems (PMS) Manual	See Section J.III.A.6.	In accordance with the DOE approved PMS manual.	See Section J.III.A.6.b
Work Task Agreement	See Section J.III.A.10.	Work Task Agreement contains all information requested, is accurate and timely.	See Section J.III.A.10.
Two-Year MOX Fuel Delivery Schedule	See Section J.III.C.4.	The schedule contains accurate information from all mission reactors.	See Section J.III.C.4.

OPTION 2

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Certification of Successful Completion of Hot Start-up Testing and Transition to full Operations in Accordance with Functional and Operability Testing Plan	See Section J.IV.A.1.	An officer of the contractor shall certify completion.	See Section J.IV.A.1.
Certification of Completion of the MOX Fuel Fabrication Process Qualification Plan	See Section J.IV.A.2.	An officer of the contractor shall certify completion.	See Section J.IV.A.2.
Deactivation Plan	See Section J.IV.A.8.	Plan contains all information requested, is accurate and timely.	See Section J.IV.A.8.
Work Task Agreement	See Section J.IV.A.9.	The Work Task Agreement contains all information requested, is accurate and timely.	See Section J.IV.A.9.
Mission Reactors Annual Inventory Report	See Section J.IV.C.1.	The report contains accurate information from all mission reactors.	See Section J.IV.C.1.
Two-Year MOX Fuel Delivery Schedule	See Section J.IV.C.2.	The schedule contains accurate information from all mission reactors.	Annually (See Base Contract)

OPTION 3

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Certification of Deactivation Completion	See Section J.V.A.1	An Officer of the contractor shall certify completion in accordance with the approved Deactivation Plan	Upon completion of deactivation
Work Task Agreement	See Section J.V.A.2	The Work Task Agreement contains all requested information, is accurate and timely.	See Section J.V.A.2.

F.3 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
(APPLICABLE TO BASE CONTRACT AND OPTIONS 1 AND 2)

- (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.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (APPLICABLE TO OPTION 3)

- (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.