

PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT AND ITEMS BEING ACQUIRED	1
B.2	CLIN STRUCTURE.....	1
B.3	CONTRACT PRICING	2
B.4	OBLIGATION OF FUNDS	5
B.5	DEFINED BENEFIT PENSION PLAN COSTS	5
B.6	LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE CLINS AND TASK ORDERS).....	6
B.7	AUTHORIZATION OF CONTRACT TRANSITION COSTS.....	12
B.8	MATERIAL DIFFERENCES	13

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT AND ITEMS BEING ACQUIRED

- (a) This Contract contains Firm-Fixed-Price (FFP), Indefinite Delivery Indefinite Quantity (IDIQ), and Cost Reimbursable Contract Line Item Numbers (CLINs). Time-and-Materials (T&M) and/or FFP task orders may be issued under the IDIQ CLINs. This Contract is established for the purpose of providing services in support of the U.S. Department of Energy (DOE) Idaho Cleanup Project (ICP). This requirement is for managing Spent Nuclear Fuel (SNF) storage facilities and licenses under Nuclear Regulatory Commission (NRC) regulations. This scope includes the management and operation of the Fort Saint Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI) facility in Colorado (including security); the management, operation and oversight of the Three Mile Island-2 (TMI-2) ISFSI facility at the Idaho Nuclear Technology and Engineering Center (INTEC) in Idaho; and management of the Idaho Spent Fuel Facility (ISFF) license, as described in Section C.
- (b) The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS) in a safe, efficient, and effective manner. The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE as set forth in this Contract); and otherwise do all things necessary for, or incident to, the performance of work under this Contract in a safe, efficient, and effective manner.

B.2 CLIN STRUCTURE

The Contract is structured into CLINs in Section B. The CLINs established for this Contract include the following:

Period	Title	PWS Section	Contract Type
CLIN 00001	Transition Period	C.2.0 and C.8.0	FFP
CLIN 00002	Base Period (less TMI-2 License Renewal)	C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 (less C.4.2.1.1, C.4.2.1.2, and C.6.4.3)	FFP
CLIN 00003	Option Period (less TMI-2 License Renewal)	C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 (less C.4.2.1.1, C.4.2.1.2, and C.6.4.3)	FFP
CLIN 00004	Closeout	C.7.0 and C.8.0	FFP
CLIN 00005	TMI-2 License Renewal (Development) – Base Period	C.4.2.1.1	FFP
CLIN 00006	TMI-2 License Renewal (Support) – Base Period	C.4.2.1.2	IDIQ
CLIN 00007	TMI-2 License Renewal (Support) – Option Period	C.4.2.1.2	IDIQ
CLIN 00008	Materials - Replacement of Government Furnished	C.6.4.3	CR

	Property (including spare parts) Costs - Base Period		
CLIN 00009	Materials - Replacement of Government Furnished Property (including spare parts) Costs - Option Period	C.6.4.3	CR
CLIN 00010	Defined Benefit Pension Plan Costs - Base Period		CR
CLIN 00011	Defined Benefit Pension Plan Costs - Option Period		CR

B.3 CONTRACT PRICING

- (a) Firm-Fixed-Price CLINs: The price schedule below sets forth the FFP CLINs that include Transition, Base Period (less TMI-2 License Renewal) support, Option Period (less TMI-2 License Renewal) support, Closeout, and TMI-2 License Renewal (Development) – Base Period. The Firm-Fixed-Price CLINs correspond to Section C – Performance Work Statement, and all applicable attachments.
- (b) IDIQ CLINs: The price schedule below sets forth the IDIQ CLINs that include TMI-2 License Renewal (Support) for the Base Period and Option Period. The IDIQ CLINs correspond to Section C – Performance Work Statement, and all applicable attachments. Task orders may be issued up to the estimated maximum value of the IDIQ CLINs of \$2,750,000 until the option for CLIN 00007 is exercised at which time the estimated maximum value for the IDIQ CLINs will increase to \$3,500,000.

The guaranteed minimum value of the services to be ordered by the Government under the IDIQ CLINs is \$5,000.

- (c) Cost Reimbursable CLINs: The price schedule also includes Cost Reimbursable CLINs for Defined Benefits Pension Plan costs as outlined in Section B.5, and Materials – Replacement of Government Furnished Property (including spare parts).

These CLINs are established as Government Provided Costs that are non-fee bearing. These costs are the Government’s best estimate of the expected actual cost of these portions of the work.

- (d) The total price of the contract (including options) is: \$[31,572,510] (the sum of CLINs 00001, 00002, 00003, 00004, 00005, 00006, 00007, 00008, 00009, 00010, and 00011 (CLINs 00006 through 00011 are Government provided costs)).

CLIN	Description of Services	Quantity	Unit of Measure	Total Firm-Fixed-Price
00001	Sections C.2.0 and C.8.0 – Transition Period (90 days or less from Notice to Proceed)	3	Months	\$[787,941]
00002	Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 (less TMI-2 License Renewal Sections C.4.2.1.1 and C.4.2.1.2, and Replacement of Government Furnished Property Section C.6.4.3)– Base Period (four years from the end of transition)	48	Months	\$[20,303,489]
00003	Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 (less TMI-2 License Renewal Sections C.4.2.1.1 and C.4.2.1.2, and Replacement of Government Furnished Property Section C.6.4.3)– Option Period (one year)	12	Months	\$[4,848,269]
00004	Sections C.7.0 and C.8.0 – Closeout	1	Lump Sum	\$[504,215]
00005	Section C.4.2.1.1 – TMI-2 License Renewal (Development and Submission of the TMI-2 License Renewal Application) Base Period	1	Lump Sum	\$[1,318,596]
CLIN	Description of Services	Total IDIQ Ceiling (Estimated Maximum)		
00006	Section C.4.2.1.2 – TMI-2 License Renewal (Support of the License Application during the NRC Review Process) – Base Period	\$[2,750,000]		
00007	Section C.4.2.1.2 – TMI-2 License Renewal (Support of the License Application during the NRC Review Process) – Option Period	\$[750,000]		
CLIN	Description of Services	Indirect Rate Ceiling		Total Cost Reimbursement
00008	Materials - Replacement of Government Furnished Property (including spare parts) Costs – Base Period	[9.69]% Non-fee bearing		[\$8,000]

00009	Materials - Replacement of Government Furnished Property (including spare parts) Costs – Option Period	[9.69] Non-fee bearing	[\$2,000]
CLIN	Description of Services	Unit of Measure	Total Cost Reimbursement
00010	Defined Benefits Pension Plan Costs – Base Period	Estimated Cost Non-fee bearing	[\$240,000]
00011	Defined Benefits Pension Plan Costs – Option Period	Estimated cost Non-fee bearing	[\$60,000]

B.4 OBLIGATION OF FUNDS

Pursuant to Section B.6 clause entitled “Limitation of Government’s Obligation,” and Section I clause entitled FAR 52.232-22, “Limitation of Funds,” total funds in the amount(s) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

CLIN	Funding Amount (current action)	Cumulative Funding Amount	Performance Funded Through Date
00001	\$10,000.00	\$10,000.00	TBD
00002			
00003			
00004			
00005			
00006*			
00007*			
00008			
00009			
00010			
00011			

*Funding for CLINs 00006 and 00007 will be obligated to individual task orders up to the ceiling price of the IDIQ CLIN. All task orders issued under the IDIQ CLIN count towards the ceiling price of \$3,500,000 (including the option (if exercised)), and the total cumulative value of the task orders issued shall not exceed the ceiling price.

B.5 DEFINED BENEFIT PENSION PLAN COSTS

The Idaho National Laboratory Employee Retirement Plan (INLERP) (a Defined Benefit Pension Plan) costs are included in the total Contract Price, as identified in Section B.3(c). Separate CLINs 00010 and 00011 are established to fund the Defined Benefit Pension Plan Costs for the base and option period, respectively. The Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the NRC Licensed Facilities share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees. Actual costs for the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be reimbursed on a cost-reimbursement basis. The Contractor will not have any “former retiree” employees for whom they are responsible for under the Defined Benefit Pension Plan, unless those employees retire while working on the NRC contract. The Defined Benefit Pension Plan costs are non-fee bearing in this contract.

Per the paragraph above, the Employer contributions to the INLERP will be reimbursed on a cost reimbursement basis under CLINs 00010 and 00011 and will not be reimbursed under or included in the prices of any of the other CLINs. The Contractor as a sponsor of the INLERP will be reimbursed for pension contributions in the amounts necessary to

ensure that the plan is funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. All other costs associated with the defined benefit pension plan requirements will be included in the prices of the CLINs that the work is to be performed under and will not be reimbursed under CLINs 00010 and 00011. For additional clarification of costs:

- (a) Administrative costs to administer the Pension Program under the INLERP:
 - 1) Pension Plan contributions are Cost Reimbursable under CLINs 00010 and 000011;
 - 2) Administrative costs to administer the plan are paid by the Plan Trust, and the NRC Contractor will not be responsible for any administrative costs;
 - 3) NRC Contractor personnel time dedicated to general benefits administration, including contractor responsibilities related to the INL Pension Plan shall be included in the fixed price.
- (b) Administrative costs to administer all other Post-Retirement Benefits, including any retirement plan for the guards at Ft. St. Vrain, and any employees NOT covered by the INLERP will be included in the prices of the CLINs that the work is to be performed under.

B.6 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE CLINS AND TASK ORDERS)

- (a) This contract's CLIN 00001, CLIN 00002, CLIN 00003, 00004, 00005 and any fixed-price task orders issued under CLINs 00006 and 00007 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: CLIN 00001, CLIN 00002, CLIN 00003, 00004, 00005 , or any fixed-price task orders issued under CLINs 00006 and 00007 (or all) may be incrementally funded; and if a CLIN or task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or task order will be the lower of the amount of funds allotted to the CLIN or task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or task order there is:
 - 1) a fixed price for the action;
 - 2) a fixed amount of work that corresponds to the fixed price;
 - 3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
 - 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
 - 5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

- 6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or task order:
- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or task order;
 - 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or task orders included in this contract:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded CLIN or task order before the CLIN or task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN or task order is the allotted funds for the CLIN or task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
 - 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
 - 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
 - 5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or task order:
- 1) The fixed price (of both the entire CLIN or task order and of the current cumulative amount of funds allotted to the CLIN or task order at any time during

- contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
- 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
 - 3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the CLIN's or task order's fixed price and
 - ii. the Contractor must provide the work the contract requires for the CLIN or task order.
- (d) The fixed price for each CLIN or task order is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN or task order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or task order equals the fixed price of the CLIN or task order.
- (f) The Actual Funding Schedule for each CLIN or task order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 00001, CLIN 00002, CLIN 00003, 00004, 00005 and any fixed-price task orders issued under CLINs 00006 and 00007, and the work to be performed for the funds allotted.
- 1) The Contractor may bill against a CLIN or task order only after the Government has allotted funds to the CLIN or task order and the Contractor has delivered the services and earned amounts payable for the CLIN or task order.
 - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the contract's requirements for the CLIN or task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
- 1) The Government's and the Contractor's obligations under the contract for the CLIN or task order—with the exception that the Government's obligation for the CLIN or task order is limited to the total amount of funds allotted by the Government to the CLIN or task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or task order; and neither the fixed-price for the CLIN or task order nor any other term or condition of the contract will be affected due to the CLIN's or task order's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN or task order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or task order, the Government has met all of its obligations just as if the CLIN or task order were fully funded as of the time of contract execution and the Contractor retains all

- of its obligations as if the CLIN or task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or task order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or task order
- A. it (not the Government) will be liable for those excess amounts payable
 - B. it will remain liable for its obligations under every term or condition of the contract and
 - C. if it fulfills all of its obligations for that CLIN or task order and the Government allots funds to the CLIN or task order equal to the CLIN's or task order's fixed price, the Government will pay it the fixed price for the CLIN or task order and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN or task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or task order were fully funded; consequently, if the Government subsequently terminates the CLIN or task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or task order by the Government.
- 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or task order.
 - 3) The Government may require the Contractor to continue performance of that CLIN or task order for as long as the Government allots funds for that CLIN or task order sufficient to cover the amount payable for that CLIN or task order.
- (i) If the Government does not allot funds to a CLIN or task order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:

- 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or task order;
 - 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
 - 3) if the Government subsequently terminates the CLIN or task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or task order:
- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or task order; and
 - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or task order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or task order, which will remain at all times the Government's maximum liability for a CLIN or task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or task order in excess of the total amount allotted by the Government to this contract for a CLIN or task order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or task order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule:

CLIN 00001 (Transition Period)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00002 (Base Period (less TMI-2 License Renewal))

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00003 (Option Period) (less TMI-2 License Renewal)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00004 (Closeout)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00005 (TMI-2 License Renewal (Development) – Base Period)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

*Any fixed-price task orders issued under CLINs 00006 and 00007 will be added upon award.

(o) Actual Funding Schedule:

CLIN 00001 (Transition)

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00002 (Base Period) (less TMI-2 License Renewal)

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00003 (Option Period) (less TMI-2 License Renewal)

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00004 (Closeout)

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
TBD	TBD	TBD	TBD	TBD

CLIN 00005 (TMI-2 License Renewal (Development) – Base Period)

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
TBD	TBD	TBD	TBD	TBD

*Any fixed-price task orders issued under CLINs 00006 and 00007 will be added upon award.

B.7 AUTHORIZATION OF CONTRACT TRANSITION COSTS

The Contract Transition Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Period is anticipated to be ninety (90) days. During the Transition Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE and the incumbent Contractor to accomplish these activities (see PWS Section C.2.0) in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.

B.8 MATERIAL DIFFERENCES

The Contractor shall identify any material differences between the actual and documented conditions, and shall notify the Contracting Officer of such differences within 30 days after the Contract Effective Date so that the “true-ups” may be completed within 90 days of completion of contract transition. Untimely submissions will not be considered. After the Contractor’s Material Difference submission, the DOE and the Contractor will negotiate the final list of Material Differences that may require a change to the contract. If the Material Differences require changes to the contract as agreed to by DOE, the Contractor shall submit a change proposal in accordance with Section I clause FAR 52.243-1 *Changes-Fixed Price – Alt I*, after receipt of a written order from the Contracting Officer.