

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER:

PRHQ0720AM

PAGE 1 OF 33

2. CONTRACT NO. DTMA1D07001	3. AWARD/EFFECTIVE DATE 02/15/2007	4. ORDER NUMBER	5. SOLICITATION NUMBER DTMA1R06008/0005	6. SOLICITATION ISSUE DATE 11/03/2006
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Bruce Markman	b. TELEPHONE NUMBER (No collect calls) (202) 366-0020 ext.	8. OFFER DUE DATE/ LOCAL TIME 06/30/2006 2:00 pm

9. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590 TEL: (202) 366-5757 ext. FAX: (202) 366-3237 ext.	CODE 00091	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561990 SIZE STANDARD: 5,000,001-10,000,000	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	12. DISCOUNT TERMS 10 days % 20 days % 30 days % 0 days %
15. DELIVER TO DOT/Maritime Administration, MAR-610 400 Seventh Street, SW., Room 2122 Washington, DC 20590 Attn: JOHN C. WIEGAND		CODE HQ610	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

16. ADMINISTERED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590	CODE 00091
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17a. CONTRACTOR/OFFEROR AREVA NP INC. 7207 IBM Drive, DUNS #: 121253038 Charlotte, NC 28262-4307 TELEPHONE NO. (704) 805-2200 ext.	CODE *	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City, OK 73125	CODE AMZ150
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA - 70 - X7680 - 002007 - 1S - DS DS - - AV00 - 0000160 - 00 - 025433 - - - - -	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 0.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	29. AWARD OF CONTRACT: REF. DTMA1D07001 OFFER <input checked="" type="checkbox"/> DATED 02/15/2007. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) M. E. Simmons	31c. DATE SIGNED 02/15/2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

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Total Funding: \$0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
70	X7680	002007	1S	DSDS		AV00	0000160	00	025433		
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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The Contractor shall provide all resources necessary to support the implementation of Engineering Management Oversight (EMOS) for the Decommissioning, Decontamination and Remediation (DDR) of the Nuclear Ship SAVANNAH (NSS); leading to a free release and termination of the Nuclear Regulatory Commission license. Commitment Number: [PRHQ0720AM](#).

0001	Eng, Mgt, and Ovrsght For the DDR of the NS SAVANNAH - Base Year	(02/15/2007 to 09/30/2007)	11,240.00	NTE	\$.000	\$ 0.00
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Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

For the EMOS service there is a guarantee minimum of \$250,000 for the base year only and no guarantee for the option periods. Additionally the maximum for the EMOS project is \$10,000,000.

Proposed Labor Rates are hereby incorporated into the contract as attachment 0001.

Funding Information:

- 70 - X7680 - 002007 - 1S - DSDS - - AV00 - 0000160 - 00 - 025433 -
- - - - -
\$0.00

0002	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 1	(10/01/2007 to 09/30/2008)	8,140.00	NTE	\$.000	\$ 0.00	OPTION PERIOD
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Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

0003	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 2	(10/01/2008 to 09/30/2009)	17,432.00	NTE	\$.000	\$ 0.00	OPTION PERIOD
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Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

0004	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 3	(10/01/2009 to 09/30/2010)	13,976.00	NTE	\$.000	\$ 0.00	OPTION PERIOD
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Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

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Total Funding: \$0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
70	X7680	002007	1S	DSDS		AV00	0000160	00	025433		
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0005	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 4	(10/01/2010 to 09/30/2011)	16,939.00	NTE	\$.000	\$ 0.00
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OPTION PERIOD

Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

0006	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 5	(10/01/2011 to 09/30/2012)	12,313.00	NTE	\$.000	\$ 0.00
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OPTION PERIOD

Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

0007	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 6	(10/01/2012 to 09/30/2013)	7,663.00	NTE	\$.000	\$ 0.00
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OPTION PERIOD

Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

0008	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 7	(10/01/2013 to 09/30/2014)	5,992.00	NTE	\$.000	\$ 0.00
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OPTION PERIOD

Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

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Total Funding: \$0.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
70	X7680	002007	1S	DSDS		AV00	0000160	00	025433		
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0009	Eng, Mgmt, and Oversight For the DDR of the NS SAVANNAH - Option Year 8	(10/01/2014 to 09/30/2015)	3,732.00	NTE	\$.000	\$ 0.00
						OPTION PERIOD

Maximum manhours to provide engineering, management and oversight services for the decommissioning, decontamination and radiological remediation (DDR) of the NS SAVANNAH. Services are ordered by task order and may include Phase I pre-decommissioning, DDR Planning, license support, shipping cask analysis, public awareness support, Phase II decommissioning industrial activity, monitoring and oversight and Phase III post decommissioning, license termination planning and administrative support.

Total Cost: \$0.00

Address Detail**Title**
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6 of 33**Shipping Addresses**

Code	Detail
0001	Org: DOT/Maritime Administration, MAR-610 Addr: 400 Seventh Street, SW., Room 2122 Washington DC 20590 Attn: JOHN C. WIEGAND, PROFESSIONAL ENGINEER Phone: (202) 366-2627 ext. Fax: (202) 366-3702 ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 Attn: Kelly Nelson, Accounting Technician Phone: (405) 954-2178 ext. Fax: () - ext.	0002	Org: DOT/ Enterprise Services Center (ESC) OFO/FAA, Addr: MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City OK 73125 Attn: Justin Breeden, Accounting Technician Phone: (405) 954-2223 ext. Fax: () - ext.

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COMMERCIAL CLAUSES

1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEPTEMBER 2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g.,

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52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-05; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2 ADDENDUM 1 TO 52.212-4

ADDENDUM 1 - SECTION C--DESCRIPTIONS AND SPECIFICATIONS

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 - C.3.3 - Decommissioning Program Manager
 - C.3.4 - Decommissioning, Decontamination and Remediation (DDR) Contractor
 - C.3.5 - Engineering, Management and Oversight Services (EMOS) Contractor
 - C.3.6 - Facility Site Manager
 - C.3.7 - Manager, License and Compliance
 - C.3.8 - Manager, N.S. SAVANNAH Programs
 - C.3.9 - Manager, Quality Assurance
 - C.3.10 - Radiation Safety Officer
 - C.3.11 - Review and Audit committee
 - C.3.12 - SAVANNAH TECHNICAL STAFF
 - C.3.13 - Senior Technical Advisor, N.S. SAVANNAH
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 - C.5.3 - Phase III - License Termination (CLIN 0300)
 - C.5.4 - Administrative Requirements
- C.6 - References

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

C.1 - Background

The N.S. SAVANNAH (NSS) is the world's first nuclear-powered merchant ship. It was built by the New York Shipbuilding Corporation at Camden, New Jersey between 1958 and 1962. The N.S. SAVANNAH is 600 feet long with a displacement of 22,000 tons. She was designed as a combination cargo-passenger vessel, with a capacity of 9,400 tons of general cargo, 60 passengers and 124 crew.

The N.S. SAVANNAH is equipped with a pressurized light water moderated and cooled low enrichment uranium dioxide (U-235 4.4%) fueled reactor with a maximum power rating of 80 Megawatts (thermal). The reactor-supplied steam was employed in the ship's propulsion system (geared steam turbine), which was capable of delivering in excess of 22,000 shaft horsepower to a single propeller, with a designed ship's service speed of 21 knots.

The SAVANNAH was operated from 1962 to 1970. It was removed from service in mid-1970, and maintained in lay-up status until defueled in late 1971. From 1973 onwards the ship was permanently removed from service, and the nuclear facility was partially decommissioned in 1975-76. From 1981 to 1994, the SAVANNAH was employed as a museum ship at the Patriots Point Naval and Maritime Museum, near Charleston, South Carolina. SAVANNAH was removed from Patriots Point in May 1994; drydocked at Baltimore, Maryland in June-July 1994; and then relocated to the James River Reserve Fleet near Newport News, Virginia.

The United States Maritime Administration (MARAD) owns and maintains the SAVANNAH. From 1962 until 1965, the SAVANNAH was operated in experimental service; from 1965 onwards the nuclear facilities have been licensed (License NS-1, Docket 50-238) and regulated by the Atomic Energy Commission (AEC) and Nuclear Regulatory Commission (NRC). The present "possession-only" license was first issued by the NRC in 1976; the current amendment (12) was issued in 1994.

Decommissioning planning was resumed by MARAD in early 2002, and has been the subject of several previous contracts. A detailed characterization survey and subsequent classification analysis of the Reactor Pressure Vessel (RPV) was conducted in 2005. A reference library is provided in MARAD's Virtual Office of Acquisition; this library includes documents and reports produced during previous contracts; documents and reports pertaining to ongoing licensing activities; MARAD's current license and technical specifications; and other documents either referenced directly herein, or related to this acquisition.

C.2 - Definitions & Acronyms

ALARA: As Low As Reasonably Achievable, which means making every reasonable effort to maintain exposures to ionizing radiation as far below the dose limits as practical, consistent with the purpose for which the licensed activity is undertaken, taking into account the state of technology, the economics of improvements in relation to state of technology, the economics of improvements in relation to benefits to the public health and safety, and other societal and socioeconomic considerations, and in relation to utilization of nuclear energy and licensed materials in the public interest.

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CRD: Control Rod Drive, or Control Rod Drive system.

DDR: Decommissioning, Decontamination and Remediation, which represents the actual physical or industrial work to be accomplished in decommissioning the N.S. SAVANNAH.

EMOS: The Engineering, Management and Oversight Services contractor.

LTP: License Termination Plan

MARAD: U.S. Maritime Administration, an agency of the U.S. Department of Transportation (DOT). MARAD is the owner and NRC Licensee for the N.S. SAVANNAH.

NRC: The U.S. Nuclear Regulatory Commission.

NSS: Nuclear Ship SAVANNAH

RPV: Reactor Pressure Vessel.

C.3 - Decommissioning Organization and Responsibilities

The NS-1 facility license is managed by an umbrella group composed of direct MARAD employees, contractors (RSO, QA Mgr, Licensing & Compliance, Project Management), and affiliated government organizations under cooperative agreements (Department of Transportation Volpe Center for industrial safety & health, engineering, etc.; and Department of Energy at Argonne National Laboratory for radiological and decommissioning expertise). A MARAD employee is designated to manage all licensing matters; that employee is titled Senior Technical Advisor, N.S. SAVANNAH.

The MARAD organizational unit assigned responsibility for SAVANNAH programs is the SAVANNAH Technical Staff (STS) within the Office of Ship Operations. In addition to direct staff, the STS draws on expertise within the agency in areas such as legal counsel, acquisitions support, environmental review, and conventional structural, mechanical, electrical and marine engineering. The STS coordinates and assigns activities among the licensing organization. The STS initiates and manages the technical portions of all SAVANNAH acquisitions. Both the EMOS and DDR contractors will perform at the direction of the MARAD licensing organization; acting through the STS and Office of Acquisitions. An STS direct employee will be designated Contracting Officer's Technical Representative (COTR) for each major contract; and MARAD's Office of Acquisition will assign a Contracting Officer.

The roles and responsibilities of the key personnel and organizations is as follows:

C.3.1 - CONTRACTING OFFICER

The Contracting Officer is responsible for administering the contract and all of its modifications. Any contract disputes will be resolved via the Contracting Officer.

C.3.2 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Contracting Officer's Technical Representative (COTR) is a direct MARAD employee; serving as the technical expert to the Contracting Officer advising on the technical issues related to contract administered. The Contracting Officer will specify in writing the COTR's responsibilities and authorities.

C.3.3 - DECOMMISSIONING PROGRAM MANAGER

The N.S. SAVANNAH Decommissioning Program Manager (DPM) is the MARAD STS employee responsible for the development and execution of the NSS facility-decommissioning program. The DPM will serve as the COTR to the Engineering, Management and Oversight Services Contract.

C.3.4 - DECOMMISSIONING, DECONTAMINATION AND REMEDIATION (DDR) CONTRACTOR

The Decommissioning, Decontamination and Remediation (DDR) contractor will be an experienced nuclear Decommissioning and Decontamination (D&D) firm who will be responsible for actual field performance of the dismantling program. The DDR contractor will be responsible for the preparation of detailed work procedures; radiological monitoring and control of his own work; safe removal of all radioactive materials including demolition, packaging and shipping; performance of confirmatory radiation surveys at the completion of DDR work, and preparation of radiological survey reports to support the MARAD license termination application to the NRC. The DDR contractor shall implement its own, MARAD accepted, radiological control program and quality assurance program.

C.3.5 - ENGINEERING, MANAGEMENT AND OVERSIGHT SERVICES (EMOS) CONTRACTOR

The Engineering, Management and Oversight Services (EMOS) contractor shall be responsible for detailed decommissioning planning and engineering, and for oversight of the DDR contractor's operations during the industrial activities phase of the decommissioning project, as defined by this contract. Among other things, the EMOS contractor shall coordinate review of the DDR contractor's documents with the DDR contractor's project quality assurance plan and the N.S. SAVANNAH Quality Assurance program; continuously monitor the DDR contractor's performance to ensure satisfactory execution of the work and routinely report program progress to all parties. The EMOS contractor will review and make recommendations to the ALARA plan; perform independent audits of the DDR contractor; and may be assigned additional review, and/or audit responsibilities by the DPM as the project progresses.

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C.3.6 - FACILITY SITE MANAGER

The N.S. SAVANNAH Facility Site Manager (FSM) is the MARAD STS employee directly responsible for the nuclear facilities housed onboard the N.S. SAVANNAH, and all physical activities conducted onboard the ship. The FSM will serve as the COTR for the DDR Contract.

C.3.7 - MANAGER, LICENSE AND COMPLIANCE

In support of MARAD licensed activities, the Manager, License and Compliance coordinates and/or integrates work product on fundamental licensing documents, whether prepared by NSS Technical Staff (STS) or other contractors, on an as required or tasked basis.

C.3.8 - MANAGER, N.S. SAVANNAH PROGRAMS

The Manager, N.S. SAVANNAH Programs executes and is responsible for all NSS program activities, including STS operations, supervision of STS employees, and contractor performance. The Manager, N.S. SAVANNAH Programs may also serve as the Senior Technical Advisor, N.S. SAVANNAH. The four principal program activities are routine radiological monitoring, surveillance, facility decommissioning, and historic preservation.

C.3.9 - MANAGER, QUALITY ASSURANCE

In support of MARAD licensed activities, the Quality Assurance (Q/A) Manager oversees and administers the N.S. SAVANNAH Quality Assurance Program.

C.3.10 - RADIATION SAFETY OFFICER

The Radiation Safety Officer (RSO) heads the N.S. SAVANNAH Health Physics (Radiation Safety) Program. The RSO is a qualified health physicist who will maintain proficiency in radiation safety during all phases of the decommissioning project. The RSO has the authority and responsibility to interrupt or suspend any activity which he/she deems unsafe from a radiological standpoint.

C.3.11 - REVIEW AND AUDIT COMMITTEE

The N.S. Savannah Review and Audit Committee (RAC) is an independent body that provides technical and safety oversight of the licensed operations of the N.S. SAVANNAH, including Decommissioning, Disposal, and Remediation (DDR). The RAC is chaired by the Senior Technical Advisor, N.S. SAVANNAH. The focus of the RAC shall be primarily technical in nature, with emphasis on protection of the health and safety of workers, the public and the environment.

C.3.12 - SAVANNAH TECHNICAL STAFF

The STS is the MARAD organizational unit that executes activities associated with NSS programs. The STS executes work in several broad categories; routine radiological monitoring, surveillance, facility decommissioning, and historic preservation. The STS is headed by the Manager, N.S. SAVANNAH Programs. NRC license activities are coordinated with the Senior Technical Advisor, N.S. SAVANNAH.

C.3.13 - SENIOR TECHNICAL ADVISOR, N.S. SAVANNAH

The Senior Technical Advisor (STA) N.S. SAVANNAH is the MARAD employee designated to manage all licensing activities and matters before the NRC. The STA chairs the independent RAC. The incumbent may also serve as Manager, N.S. SAVANNAH Programs.

C.4 - Objective and Approach

The objective of the SAVANNAH Decommissioning Project is to dismantle and dispose of the ship's remaining nuclear facilities; terminate the NRC license and free-release the ship for future re-use. MARAD intends to make the SAVANNAH available for donation as a museum/memorial after completion of the decommissioning and license termination. Efforts undertaken during the decommissioning are intended to support this goal.

MARAD has developed a phased approach to the SAVANNAH Decommissioning. The three (3) phases are:

Phase I - Pre-Decommissioning (Planning and Scheduling)

Phase II - Decommissioning - Industrial Activity (Monitoring and Oversight)

Phase III - Post Decommissioning (License Termination)

Two principal contracts are envisioned to support this phased approach. The EMOS Contract will cover Phases I, II and III, and is the subject of this acquisition. The DDR Contract is expected to cover Phase II, with limited overlap at the end of Phase I, and beginning of Phase III.

MARAD will issue one or more separate Task Orders for the performance of EMOS technical services within each Phase. Each Task Order will be separately funded, fixed price, and with a specified period of performance. The fixed price task order shall be negotiated

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for each line item in the task order. Rates for the effort will be based on the fixed unit price of the IDIQ contract. Some of the tasks identified under Phase I will apply (extend) through both Phase II and Phase III.

Phase I commenced in May 2005 with establishment by MARAD of the SAVANNAH Technical Staff.

Phase II will commence with issuance by NRC of the Decommissioning license amendment.

Phase III may commence no sooner than receipt of License Termination Plan (LTP) approval by NRC and the DDR contractor's notice that spaces are ready for final acceptance status survey, conducted in accordance with the LTP.

Throughout the project, all responsibilities associated with providing husbanding services for the N.S. SAVANNAH are the responsibility of MARAD.

C.5 - Requirements

MARAD has NOT attempted to define in detail each task and sub-task associated with each Phase of the technical effort. However, some of the task and sub-tasks anticipated to be required and/or unique to this specific project are as described herein.

The contractor shall provide all labor, tools, materials, and personnel necessary to perform engineering, planning, and management oversight services related to the NS SAVANNAH decommissioning and related actions with the NRC. The contractor shall conform to all applicable federal, state and local laws, regulations, guidance, and codes. The contractor shall assure that all activities performed by his/her personnel, subcontractors and suppliers shall meet the requirements set by regulations of the applicable regulatory agencies. These include, but are not limited to the following:

1. Occupational Safety and Health Administration (OSHA).
2. Department of Transportation (DOT).
3. Environmental Protection Agency (EPA).
4. Nuclear Regulatory Commission (NRC).
5. United States Coast Guard (USCG).
6. Department of Labor (DOL).
7. Department of Energy (DOE).
8. State, County, and Local Municipalities.
9. Federal Acquisition Regulations and Supplements (FAR).

Strict compliance with all regulatory requirements is mandatory in order to minimize risk to personnel and environmental safety. Failure to do so may result in radiation exposure to personnel and or damage to the environment through exposure to hazardous waste. In accordance with 10 CFR Part 19.12 (Instruction to workers) all workers involved with radioactive materials or working in the vicinity of radioactive materials shall be required to successfully complete a radiation safety training course, as well as any other training course as required. In addition to the above, the contractor shall comply with the N.S. SAVANNAH Health Physics Manual , which MARAD will provide for guidance.

MARAD anticipates completion of the decommissioning project with the actual termination of the NRC License. Therefore, MARAD will require contractor support services as defined in the scope of this project from contract award through License Termination. MARAD anticipates issuing a one (1)-year base contract with the potential of eight (8) one-year options.

C.5.1 - PHASE I - PRE-DECOMMISSIONING PLANNING AND SCHEDULING (CLIN 0100)

During Phase I, the contractor shall provide planning and engineering necessary to define the industrial work required to complete the decommissioning of the N.S. SAVANNAH nuclear facility. Tasks in this phase of the project include but are not limited to the following:

- Decommissioning Planning and Estimating for Phase II industrial activities
- License Support
- Shipping Cask Analysis
- Public Awareness Support

C.5.1.1 - DDR Planning

The contractor shall provide analysis, planning and scheduling required to support development of the DDR statement of work and contract.

C.5.1.1.1 - DDR STATEMENT OF WORK (SOW)

The contractor shall assist MARAD in preparing the SOW to be included in the Request for Proposals for contracting for industrial services to perform the DDR (Phase II) including preparing the "technical requirements" often referred to as Section C of a Request for Proposals or a Statement of Work.

C.5.1.1.2 - WORK BREAKDOWN STRUCTURE AND SCHEDULING

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The contractor shall develop a project-specific Work Breakdown Structure (WBS). This WBS shall encompass all phases of the project. MARAD will utilize the WBS initially in planning the baseline schedule and Earned Value Management for the entire project. This requires that each activity have a cost estimate associated with it over its period of performance. The schedule, costs and monthly outlays for each activity requirement shall be rolled-up in to an over-all funding budget and allocation plan for the DDR (Phase II and Phase III).

C.5.1.1.3 - CONTRACT COST ESTIMATE

The contractor shall prepare a detailed cost estimate for the DDR contract using the SOW, WBS, and Schedule. The cost estimate shall include each discrete DDR requirement and activity.

C.5.1.1.3.1 - Nuclear Component and Waste Disposal Estimates

The contractor shall identify the equipment and materials to be removed as part of the DDR. Estimated weight and volume of individual units of equipment shall be identified. Other materials such as piping, valves, etc. that can be co-mingled would be assembled into disposal unit packages that are suitable for shipment via commercial transport to the waste disposal site and disposal (disposition) as unit packages. The contractor shall document the methodology and results of this task in a report to be provided to the MARAD.

As an integral part of this sub-task the contractor shall identify (type, size, capacity) the availability (location, leasing/purchase costs, time frame, etc.) of shipping containers for the transport of the units of equipment and material unit packages. (See also to C.5.1.1) The contractor shall be required to identify, evaluate, cost estimate and perform risk assessments for primary and secondary waste shipment methods and routes.

C.5.1.1.4 - DEVELOP OVERSIGHT METHODOLOGIES AND PLANS (PROCEDURES)

The contractor shall develop methodologies and plans (procedures) for performing compliance or performance monitoring and oversight of the DDR contractor and DDR subcontractors during Phase II of this Project. These procedures shall be developed prior to the DDR contract award, and approved by MARAD prior to implementation.

The methodology and plan shall address procedures for routine audit and oversight/surveillance at specific frequencies as well as no-notice inspections. For each of the DDR activities to be monitored, the EMOS contractor shall identify one or more applicable performance or acceptance standards. These shall be an integral part of an inspection/check-off list, which will become part of the report(s) to be prepared by the contractor.

As a minimum, a procedure shall be developed for monitoring each of the following activities:

- Compliance and Surveillance
- Radiological Safety and other Industrial Safety
- Nuclear Waste Material Accountability, Custody Transfer, Transportation and Disposal
- Environmental (On-Site/Airborne/Waterborne)
- Work Permitting
- Work Site Security and Fire Protection
- Personnel Safety Training including Emergency Response (Fire, Contamination, Exposure)
- Incident Reporting (Exposure/Contamination/Environmental Release/Injuries)
- Regulatory Body Reporting (Federal/State/Local)
- Sampling and Analysis
- Performance
- Tracking of Physical Progress versus Invoiced Costs of Phase II
- Reporting of Delays, Field Changes and Cost Over-Runs

C.5.1.2 - License Support

The contractor shall review and analyze for applicability existing Local, State and Federal Government regulations governing the process of DDR.

The contractor shall assist the Government (MARAD) in preparing documents and reports necessary for NRC approval of decommissioning activities and those required to support the issuance of the DDR contract. Such documents and reports include but are not limited to the following:

- Regulatory Update
- Periodic Final Safety Analysis Report Updates, incorporating executed 10 CFR 50.59 reviews where required.
- Engineering support of 10 CFR 50.59 reviews as required.
- Documentation Preparation and Review including
- Review and Comment on the Decommissioning Plan
- Development of the License Termination Plan and supporting documents
- Quality Assurance (Q/A) Program Support and Planning to include:

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Development of additional procedures, as required, in support of the NS SAVANNAH Q/A Program
Review and Revision of Q/A Procedures
DDR contractor - Vendor Audit Support
Develop the Qualified Vendor List Audit Plan for potential DDR contractors
Support NS SAVANNAH Q/A Program in execution of DDR Qualified Vendor Audits
Engineering and Planning support in response to NRC Requests for Additional Information (RAI's).

C.5.1.2.1 - REGULATORY UPDATE

C.5.1.2.1.1 - Periodic Final Safety Analysis Report (FSAR) Updates

The contractor shall assist MARAD in development of periodic FSAR updates in accordance with NRC regulations. These updates shall incorporate any 10 CFR 50.59 reviews, which MARAD has executed following the last periodic FSAR Update. MARAD is currently revising the FSAR for the Decommissioning License Amendment submittal scheduled for the summer of 2006.

C.5.1.2.1.2 - Engineering Support for 10 CFR 50.59 Reviews

As required, the contractor shall provide engineering and analysis support for 10 CFR 50.59 safety reviews.

C.5.1.2.2 - DOCUMENT PREPARATION AND OR REVIEW

C.5.1.2.2.1 - Review and Comment on Decommissioning Plan

MARAD is currently preparing a Decommissioning License Amendment scheduled for submittal in the summer of 2006. The amendment documents will be made available to the successful offeror. The contractor shall conduct a critical review of the decommissioning plan. Based on the contractor's working knowledge and expertise, provide comments and recommendations for incorporation in subsequent amendments.

C.5.1.2.2.2 - Review and Comment on Cost Estimate

MARAD is currently preparing a Decommissioning License Amendment scheduled for submittal in the summer of 2006. The amendment documents will be made available to the successful offeror. The contractor shall perform a critical review of the cost estimate contained in the Decommissioning Amendment. Following review of the cost estimate, provide MARAD with recommendations for resolution of discrepancies or potential cost impacts or overruns.

C.5.1.2.2.3 - License Termination Plan

The contractor shall assist MARAD in the development of the License Termination Plan (LTP) and shall prepare, for MARAD review, the License Termination documents inclusive of plans and procedures encompassing, as a minimum, the following:

- Site (Facility) History (Construction/Operation/Lay-Up)
- Radiological History (Initial Fueling/Refueling/Fuel Removal/Prior Characterization Surveys)
- Overview/Summary of Site (Facility) DDR Activities
- Future Site (Facility) Utilization (Dismantling/Upgrades)
- Final Status Surveys
- Compliance (Radiological Release Criteria) - Unrestricted Use
- Overview Summary of DDR Costs
- Updated or Supplements to the Environmental Report
- As Built Drawings

C.5.1.2.3 - Q/A PROGRAM SUPPORT AND PLANNING

The contractor shall provide quality assurance support including, but not limited to the following:

- Develop STS procedures to support the Q/A monitoring process of DDR contract.
- Review and Recommend revisions to existing Q/A Procedures
- Support the Q/A Audits of Potential DDR contractors

The contractor shall support audits of potential DDR contractors regarding the acceptability of the potential contractors' quality assurance programs.

C.5.1.2.4 - NRC REQUEST FOR ADDITIONAL INFORMATION (RAI) SUPPORT

MARAD may task the contractor to provide engineering and analysis for responses to NRC Requests for Additional Information (RAI's).

C.5.1.3 - Shipping Cask Analysis

The contractor shall conduct an analysis for a shipping cask to transport the RPV to its disposal site. The government will consider the following sub-tasks for execution:

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Verify Requirement for Shipping Cask
Define Shipping Cask Design Package, and assist in procurement

C.5.1.3.1 - REQUIREMENT FOR SHIPPING CASK

The contractor shall verify the need for a shipping cask to transport the RPV to its disposal site.

C.5.1.3.2 - SHIPPING CASK CONTRACT DESIGN PACKAGE

Based on the MARAD approved results from C.5.1.3.1 (above), the contractor shall develop the design package including specifications, drawings and a statement of work required to procure a licensed shipping cask suitable for the transportation of the RPV to its final disposal site. The contractor may also provide assistance in procuring the shipping cask.

C.5.1.4 - Public Awareness Support

The EMOS contractor may be tasked to support Public Awareness Outreach.

C.5.2 - PHASE II - DECOMMISSIONING - INDUSTRIAL ACTIVITY (MONITORING AND OVERSIGHT) (CLIN 0200)

C.5.2.1 - Management Oversight

During Phase II of the N.S. SAVANNAH decommissioning project, the EMOS contractor's primary objective will be to conduct day-to-day oversight of the DDR contract on behalf of and with the MARAD FSM. The contractor shall execute the following types of duties or subtasks (not all-inclusive) as directed using previously developed procedures (refer to C.5.1.1.4):

Assist MARAD in monitoring and assuring that all decommissioning and dismantlement activities to be performed by others (i.e. LTP Surveyor, NRC site inspectors, etc.) are conducted in complete safety and adherence with federal regulations, state and local regulations, contractual requirements, and the NRC Decommissioning Order.

Provide oversight of the DDR contractor and report non-compliance with any and all provisions of the NRC Decommissioning Order.

Review, comment and provide recommendations regarding the DDR contractor's Quality Assurance (QA) plan, to MARAD and the N.S. SAVANNAH RAC.

Review, comment and provide recommendations on the DDR Contract Work Breakdown Structure, Scheduling and Task Cost Estimates.

The review shall include observations or recommendations regarding performance to schedule and budget.

The review shall also include an assessment with regard to Earned Value Management.

Review and make recommendations to MARAD on operational procedures developed by the DDR contractor.

Review and recommend action on drawings and deliverables made by the DDR contractor.

Regulatory liaison

Coordinate with the FSM and NRC site inspector regarding issues of concern, site visits, etc.

Facilitate the execution of Q/A audits in accordance with STS approved procedures.

C.5.2.1.1 - EMOS CONTRACTOR RESPONSIBILITY

Throughout the execution of the EMOS contractor's management and oversight responsibilities during Phases II and III of this project, the EMOS contractor has no Authority to DIRECT or to STOP the activity of a MARAD contractor except in the case of one of the following:

1. The execution of that activity or lack thereof will result in injury to some person; or
2. The execution of that activity or lack thereof will result in damage to the environment; or
3. The execution of that activity or lack thereof will result in unintentional damage to property or equipment.

Should the EMOS contractor exercise this responsibility, they shall immediately (within two (2) Hours) speak with one of the following:

The FSM, if not available, then

The EMOS Contract COTR, if not available, then

The EMOS Contract Contracting Officer

The EMOS contractor shall submit a written report to the FSM (copied to the DPM) within 24-hours of the event. The written report shall address all of issues leading up to the event, oral direction given and received by the EMOS contractor, and actions taken by the affected contractor. The report shall include dates and times where available. The report shall be submitted electronically (e-mail, or fax), with a confirmation of receipt.

C.5.2.1.2 - IMPLEMENTATION OF OVERSIGHT PROCEDURES

During the performance of Phase II, the EMOS contractor shall be responsible for implementing the compliance and performance monitoring and oversight and no-notice inspections of the DDR contractor in accordance with MARAD approved procedures as developed under C.5.1.1.4. This shall include the DDR contractor's compliance with schedules and sub-task costs using an accepted approach to the Earned Value Management System (EVMS) well as the DDR contractor's compliance to his Quality Assurance Plan.

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The contractor shall be responsible for reporting to MARAD, at specified frequencies, the results of the monitoring, oversight and no-notice inspections. The contractor will have NO authority to direct or interfere with his performance of the DDR contract requirements except as specified in C.5.2.1.1. However, if at anytime the contractor detects non-compliance by the DDR contractor, the EMOS contractor shall report the non-compliance to the FSM in accordance with his approved procedures.

Should periodic review of the implementing oversight procedures warrant, the contractor shall recommend revisions to the procedures.

C.5.2.2 - Schedule and Cost Monitoring (DDR Performance)

The contractor shall report on a bi-weekly basis the results of his monitoring and oversight of the DDR contractor's performance as related to physical progress and costs (incurred/projected).

C.5.2.3 - Regulatory Liaison and Documentation Support

During the performance of the DDR Project, the contractor shall assist MARAD in preparing and or assembling any documentation and reports required by Federal, State and local Government agencies as may be applicable to the physical process of DDR and the N.S. SAVANNAH Quality Assurance Plan. The contractor shall also provide the expertise necessary to assist MARAD in reviewing and interpreting the documentation and reports prepared by the DDR contractor. MARAD intends that the EMOS contractor will serve as a part of the N.S. SAVANNAH Quality Assurance Program, reviewing all correspondence, reports and documentation generated by all parties during Phases II and III of this project, making recommendations to MARAD where necessary.

C.5.3 - PHASE III - LICENSE TERMINATION (CLIN 0300)

C.5.3.1 - LTP Execution

The contractor shall assist MARAD in the execution of the License Termination Plan as directed. It is anticipated that portions of this Phase may overlap with continuing DDR Activities (Phase II). The following activities may be included:

- Assist MARAD with the scheduling and coordination of LTP surveys between MARAD's and NRC's independent surveyors
- Monitoring and report on performance to schedule for the LTP
- Assisting MARAD in resolving survey problems
- Prepare supplemental Statements of Work
- Monitor the performance of the DDR contractor for compliance to "Clean Space" requirements of the LTP.

C.5.3.2 - Final Radiological Characterization Status Survey

Prepare specifications for the performance of the final radiological characterization status surveys of the vessel (key areas) and decommissioned and remediated areas of the vessel. The EMOS contractor shall also provide a report to MARAD documenting the methodology used, results and conclusions of the survey.

C.5.3.3 - License Termination

As required, the contractor shall assist MARAD in final negotiations (meetings) relating to the termination of the NRC license for the N.S. SAVANNAH.

C.5.3.4 - Final Survey Coordination with NRC

The EMOS contractor shall assist MARAD with coordinating final site surveys conducted by the NRC's designated surveyor and MARAD's designated surveyor.

C.5.3.5 - Final Survey Oversight

The EMOS contractor shall assist MARAD with oversight of the MARAD designated surveyor assigned responsibility for conducting the Final Survey as specified in the NRC approved License Termination Plan. This oversight shall be in accordance with previously approved procedures (See C.5.1.3.4).

C.5.3.6 - Oversight Documentation and Reporting

The EMOS contractor shall provide all documentation and reports as specified in the approved Oversight Procedures (See C.5.1.3.4).

C.5.4 - ADMINISTRATIVE REQUIREMENTS

C.5.4.1 - Progress Reports

The EMOS contractor shall submit progress reports on a monthly basis, commencing 30 days from contract Notice to Proceed. The contents of the progress report shall discuss the following information listed below. The contractor may address additional information, as they deem necessary.

1. Discussion of work accomplished since the last report

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2. Discuss problem areas encountered since the last report
 - a) Provide recommendations addressing the problem area
 - b) Recommended actions to be taken by the government
3. Man-hours and subcontract costs expended:
 - a) Shall list by labor category or subcontract the amounts expended for the report period
 - b) Shall summarize by labor category or subcontract the cumulative totals to date for the current contract year.
 - c) Shall summarize by labor category or subcontract the cumulative totals to date for each phase of the project.
4. Identify activity planned for the next reporting period. This shall indicate any required actions by the government during this period.
5. Performance Measures
 - a) (If applicable)
6. Schedule Analysis - The contractor shall report at the Activities Level and at the Project Level actual to planned work.
7. Recovery Plan - Describe the contractor's approach to maintain adherence to the Project Schedule.
8. Projected Work - contractor shall identify all scheduled milestone events during the next reporting period.

C.5.4.2 - Schedule and Cost

The EMOS contractor shall submit a Plan of Action and Milestones (POA&M) for each task or sub-task assigned. The contractor shall incorporate each of the POA&Ms into a Master Schedule reflecting a work breakdown of the activities, and the resources estimated to accomplish the task. Revisions shall be submitted as they occur. The original submittal shall establish a baseline schedule. All updates shall be comparable to the baseline schedule. Quarterly updates to the Schedule shall be submitted by the contractor. The quarterly update shall reflect all revisions to date and actual progress to date and comparison of the schedule to the Baseline Schedule.

C.5.4.3 - Document Management

All project documentation shall be provided to MARAD in an electronic files medium. This shall include correspondence and attachment thereto; e-mails and attachments thereto; plans and drawings, specifications, reports, cost estimates, surveys, photographs, etc. This need NOT include such documents as Regulatory Body regulations, referenced manuals, instructional guides, brochures, etc. The standard for producing these files at MARAD is MS OFFICE 2003, MS PROJECT 2003 and Adobe Acrobat Version 7. All files shall have complete metadata.

Document management and version control will be a mandatory requirement throughout all phases of this project. MARAD will deploy a document management system and will provide access to this system in accordance with established procedures. The contractor shall submit all required document deliverables in accordance with established N.S. SAVANNAH Technical Staff (STS) Administrative Procedures.

All EMOS contractor staff accessing MARAD's computer network and or the N.S. SAVANNAH documentation management system shall submit to MARAD's information technology background check prior to authorization for network systems access.

The EMOS contractor shall assist MARAD in developing and validating a classification system for coding, labeling and retrieval (search) of all documentation stored in the Document Management System. The classification system shall enable the association of attached or reference document to the specific piece of correspondence.

C.6 - References

1. Nuclear Ship SAVANNAH Radiological and Non-Radiological Spaces Characterization Survey Report, Revision 1, WPI, dated Feb. 2, 2006 - available in the Library on MARAD's VOA website (N.S. SAVANNAH_Char_Final_Rev_01.pdf)
2. Nuclear Ship SAVANNAH Reactor Pressure Vessel Drilling, Sampling and Radiochemical Analysis Project Report, Revision 0, WPI, dated January 31, 2006 (NSS RPV Class Final Report Rev 1 013106.pdf)
3. 10 CFR 20.1003
4. N.S. SAVANNAH Health Physics Manual, dated March 16, 2005 - available in the Library on MARAD's VOA website (Health Physics Manual dated 2005-03-16.pdf)

ADDENDUM 2 TO 52.212-4 ADDITIONAL CLAUSES

3 REIMBURSABLE TRAVEL

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Travel outside the "Local Area" will be separately priced and reimbursed, at the Federal Travel Regulation (FTR) rate, on individual task orders. The Local Area is defined as 50 Miles radius of the NS SAVANNAH.

4 TASK ORDERING PROCEDURES

Work ordered under this contract will be accomplished through the issuance of Firm-Fixed Price Task Orders issued by the Contracting Officer. The EMOS contractor shall specify all travel outside the local area; the proposed travel will be reviewed, and negotiated and if approved by the Contracting Officer included in the FFP Task Order. Orders placed will contain the following information:

1. Date of order.
2. Contract number and order number.
3. Contract line item number and description, quantity, and firm-fixed price.
4. Specific work within the scope of the contract that the contractor will accomplish.
5. Delivery or performance schedule.
6. Identify the format and content of any deliverables to be provided by the contractor.
7. Place of delivery or performance (including consignee).
8. If appropriate, packaging, packing, and shipping instructions.
9. Accounting and appropriation data.

While it is anticipated that task orders will be issued after the negotiation of appropriate labor categories and quantity of hours necessary to perform the subject task order, only the labor rates contained in this contract shall be used.

5 CITIZENSHIP REQUIREMENT

This contract shall be restricted to U.S. Companies organized under the laws of the United States or of a State, Territory, District, or possession thereof. All contractor employees working on the contract must be documented U.S. citizens.

All contractors as well as their subcontractors (at any tier) are required to execute citizenship affidavits. The Contractors' employees as well as subcontractor employees working on the resultant contract must meet citizenship requirements and execute citizenship affidavits.

6 DDR EXCLUSION

To avoid an organizational conflict of interest the EMOS contractor as well as any subcontractors are excluded from proposing on the future Decommissioning, Decontamination and Radiological (DDR) solicitation. This exclusion is based on the EMOS contract requirement to assist with the development of the DDR Statement of Work, which would result in an unfair advantage for the EMOS contractor. Furthermore, it limits the oversight and quality assurance problems that would arise if the contractor was allowed to perform his own oversight.

7	52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JANUARY 2005
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

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(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

8 52.216-18 ORDERING

OCTOBER
1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 1, 2007 through September 15, 2015 or March 30, 2016 if the clause at 52.217-08--Option to Extend Services is exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall take precedence..

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

9 52.216-19 ORDER LIMITATIONS

OCTOBER
1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of \$10,000,000.00;
- (2) Any order for a combination of items in excess of \$10,000,000.00; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

10 52.216-22 INDEFINITE QUANTITY

OCTOBER
1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 15, 2015 or March 30, 2016 if the clause at 52.217-08--Option to Extend Services is exercised.

11 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBE
R 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

12 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH
2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9 years 6 Months.

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(End of clause)

13 52.227-03 PATENT INDEMNITY

APRIL 1984

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to--

(1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

14 PROPOSAL DATA RIGHTS

Without an accompanying legend identifying the information submitted in response to this evaluation factor as proprietary, MARAD reserves the right to retain the received information to utilize as reference.

15 52.227-17 RIGHTS IN DATA-SPECIAL WORKS

JUNE 1987

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

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(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright. (1) Data first produced in the performance of this contract.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

16 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APRIL 1984

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

17 52.233-02 SERVICE OF PROTEST SEPTEMBER
R 2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from M.E. Simmons, 400 Seventh Street, S.W., MAR-380, Room 7310, Washington DC 20590-0001.

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(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

18 MCL.H-3 INDEMNITY AND INSURANCE

AUGUST
2005

(a) The Contractor shall exercise its best efforts to prevent accidents, injury, or damage to all employees, persons, and property, in and about the work site, and to the vessel or part of the vessel upon which work is done.

(b) Loss or damage to the vessel, materials, or equipment. (1) Unless otherwise directed or approved in writing by the Contracting Officer, the Contractor shall not carry insurance against any form of loss or damage to the vessel(s) or to the materials or equipment to which the Government has title or which have been furnished by the Government for installation by the Contractor. The Government assumes the risks of loss of and damage to that property.

(2) The Government does not assume any risk with respect to loss or damage compensated for by insurance or otherwise or resulting from risks with respect to which the Contractor has failed to maintain insurance, if available, as required or approved by the Contracting Officer.

(3) The Government does not assume risk of and will not pay for any costs of the following:

(i) Inspection, repair, replacement, or renewal of any defects in the vessel(s) or material and equipment due to--

(A) Defective workmanship performed by the Contractor or its subcontractors;

(B) Defective materials or equipment furnished by the Contractor or its subcontractors; or

(C) Workmanship, materials, or equipment which does not conform to the requirements of the contract, whether or not the defect is latent or whether or not the nonconformance is the result of negligence.

(ii) Loss, damage, liability, or expense caused by, resulting from, or incurred as a consequence of any delay or disruption, willful misconduct or lack of good faith by the Contractor or any of its representatives that have supervision or direction of--

(A) All or substantially all of the Contractor's business; or

(B) All or substantially all of the Contractor's operation at any one plant.

(4) As to any risk that is assumed by the Government, the Government shall be subrogated to any claim, demand or cause of action against third parties that exists in favor of the Contractor. If required by the Contracting Officer, the Contractor shall execute a formal assignment or transfer of the claim, demand, or cause of action.

(5) No party other than the Contractor shall have any right to proceed directly against the Government or join the Government as a codefendant in any action.

(6) Notwithstanding the foregoing, the Contractor shall bear the first \$5,000 of loss or damage from each occurrence or incident, the risk of which the Government would have assumed under the provision of this paragraph (b).

(c) Indemnification. The Contractor indemnifies the Government and the vessel and its owners against all claims, demands, or causes of action to which the Government, the vessel or its owner(s) might be subject as a result of damage or injury (including death) to the property or person of anyone other than the Government or its employees, or the vessel or its owner, arising in whole or in part from the negligence or other wrongful act of the Contractor, or its agents or employees, or any subcontractor, or its agents or employees. The burden of proving freedom of fault shall be borne by the Contractor.

(1) Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents, the Contractor's shall be held harmless for physical damage to the vessel under this contract. As to third parties, including, but not limited

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to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor shall defend, indemnify and hold harmless the Government, the vessel, its owners and characters, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this Contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor. As to loss and damage which are the responsibility of the Government, The Government shall be subrogated to any claim, demand or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the MARAD in all matters the MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided further that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(2) The indemnity includes, without limitation, suits, actions, claims, costs, or demands of any kind, resulting from death, personal injury, or property damage occurring during the period of performance of work on the vessel or within 90 days after redelivery of the vessel. For any claim, etc., made after 90 days, the rights of the parties shall be as determined by other provisions of this contract and by law. The indemnity does apply to death occurring after 90 days where the injury was received during the period covered by the indemnity.

(d) Insurance. (1) The Contractor shall, at its own expense, obtain and maintain the following insurance--

(i) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability, contractual liability and bodily injury in the amount of \$5 million combined single occurrence limit nad \$5 million in the aggregate.

(ii) Workers Compensation Insurance (or its equivalent) covering the employees engaged on the work is established at that rate determined as the minimum for the state where performance occurs.

(iii) Employer's liability to cover both injury and death resulting from accident, sickness or disease; \$5million bodily injury by accident, each accident, \$5 million injury by disease each incident, \$5 million bodily injury by disease in the aggregate.

(2) The Contractor shall ensure that all subcontractors engaged on the work obtain and maintain the insurance required in paragraph (d)(1) of this clause.

(3) The Contractor shall provide the Contracting Officer evidence of the insurance required by paragraph (d) of this clause within 10 calendar days of Contract effective date. All insurance shall be subject to the approval of the Director, Office of Subsidy and Insurance, Maritime Administration and must contain a thirty (30) day notice advance notice of cancellation (without disclaimer) or of any nonrenewable which is the option of the insurer.

(4) All policies shall contain a clause statement that there is no recourse against the United States of America for payment of premiums.

(5) The insurance policies will contain a minimum of thirty (30) days advance notice of cancellation or any non-renewal which is the option of the insurer. Said notice of such cancellation or non-renewal is to be provided to the MARAD Division of Marine Insurance addressed as:

Department of Transportation
Maritime Administration
Division of Marine Insurance, RM 8117
400 7th Street, S.W.
Washington, DC 20590

(6) On all policies listed, The United States of America is to be shown as an additional assured except under the workers compensation policy.

(7) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverages. The confirmation shall name the Contractor as an assured and confirm the types of coverage, policy forms,

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policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any London or other approved foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration. The Contractor shall provide the Maritime Administration a true copy of all original policies if so requested.

(e) The Contractor shall not make any allowance in the contract price for the inclusion of any premium expense or charge for any reserve made on account of self-insurance for coverage against any risk assumed by the Government under this clause.

(f) The Contractor shall give the Contracting Officer written notice as soon as practicable after the occurrence of a loss or damage for which the Government has assumed the risk.

(1) The notice shall contain full details of the loss or damage.

(2) If a claim or suit is later filed against the Contractor as a result of the event, the Contractor shall immediately deliver to the Government every demand, notice, summons, or other process received by the Contractor or its employees or representatives.

(3) The Contractor shall cooperate with the Government and, upon request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The Government shall reimburse the Contractor for expenses incurred in this effort, other than the cost of maintaining the Contractor's usual organization.

(4) The Contractor shall not, except at its own expense, voluntarily make any payments, assume any obligation, or incur any expense other than what would be imperative for the protection of the vessel(s) at the time of the event.

(g) In the event of loss of or damage to any vessel(s), material, or equipment which may result in a claim against the Government under the insurance provisions of this contract, the Contractor shall promptly notify the Contracting Officer of the loss or damage. The Contracting Officer may, without prejudice to any right of the Government, either--

(1) Order the Contractor to proceed with replacement or repair, in which event the Contractor shall effect the replacement or repair;

(i) The Contractor shall submit to the Contracting Officer a request for reimbursement of the cost of the replacement or repair together with whatever supporting documentation the Contracting Officer may reasonably require, and shall identify the request as being submitted under the Insurance clause of this contract.

(ii) If the Government determines that the risk of the loss or damage is within the scope of the risks assumed by the Government under this clause, the Government will reimburse the Contractor for the reasonable allowable cost of the replacement or repair, plus a reasonable profit (if the work or replacement or repair was performed by the Contractor) less the deductible amount specified in paragraph (b) of this clause.

(iii) Payments by the Government to the Contractor under this clause are outside the scope of and shall not affect the pricing structure of the contract, and are additional to the compensation otherwise payable to the Contractor under this contract; or

(2) Decide that the loss or damage shall not be replaced or repaired and in that event, the Contracting Officer shall--

(i) Modify the contract appropriately, consistent with the reduced requirements reflected by the un-replaced or un-repaired loss or damage; or

(ii) Terminate the repair of any part or all of the vessel(s) under the Termination for Convenience of the Government clause of this contract.

19 MCL.L-2 AGENCY PROTESTS

AUGUST
2005

(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to

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employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

20 OTHER REGULATORY REQUIREMENTS

The Contractor is required to supervise and assure that all decommissioning and dismantlement activities to be performed by others are conducted in complete safety and adherence with federal regulations, contractual requirements, and the USNRC Decommissioning Order. Provide oversight of the decommissioning contractor during all phases of decommissioning and report non-compliance with any and all provisions of the USNRC Decommissioning Order. Establish project controls to ensure compliance with any and all provisions of the USNRC Decommissioning Order.

Assignment: Neither party to the contract shall assign the contract or sublet it as a whole nor shall the contractor assign any moneys due or to become due to him hereunder.

Hazardous Materials: If the contractor observes the existence of any hazardous or friable substance or material other than radioactivity or radiation which must be disturbed during the course of his work, contractor shall promptly notify MARAD. Unless otherwise provided in these specifications, MARAD shall make all arrangements regarding testing and removal or encapsulation of asbestos material if present. Friable material is any material which can be crumbled, pulverized or reduced to a power by hand pressure when dry.

The codes and regulations adopted by the state and federal agencies having jurisdiction will govern minimum requirements for this project. Where codes and regulations conflict with the specifications, the more stringent will apply and such conflict will be brought to the immediate attention of MARAD for resolution.

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In addition to regulations that carry the force of law, the Nuclear Regulatory Commission (NRC) prepares regulatory guides that, among other things suggest agency-approved methodology and solutions to problems. While compliance with them is not a legal requirement, they generally provide the most effective method of obtaining approval for a particular course of action.

The contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the work and shall ensure the compliance of his subcontractors. Without limiting the generality of the foregoing, the following laws are specifically referenced:

Regulation of Fire and other Hazards, O.C.G.A. Section 25-2-1 et. seq.
Regulation of Blasting Operations, O.C.G.A. Section 25-2-1 et. seq. and 25-9-1 et. seq.
Providing safe workplace, O. C. G. A. Sections 34-2-10 and 34-7-20.
High Voltage Safety Act, O.C.G.A. Section 46-3-30 et. seq.
Title VII of the Civil Rights Act, 42 U.S.C. Sections 2000a through 2000h-6
Age discrimination in Employment Act, 29 U.S.C. Section 621 et. seq.; 42 U.S.C. Section 6101 et. seq.
Americans with Disabilities Act, 42 U.S.C. Section 12101 et. seq.
Federal Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.
Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et. seq.
Notices, Instructions to Workers and Reports, 10 CFR 19
Standards for Protection against Radiation, 10 CFR 20
Rules of General Applicability to domestic Licensing of Byproduct Material, 10 CFR 30
Domestic Licensing of Production and Utilization Facilities, 10 CFR 50
Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions, 10 CFR 51
Licensing Requirements for Land Disposal of Radioactive Waste, 10 CFR 61
Packaging of Transport and Transportation of Radioactive Material, 10 CFR 71
Financial Protection Requirements and Indemnity Agreements, 10 CFR 140
Occupational Safety and Health, 29 CFR 1910
Hazardous Waste Management System: General, 40 CFR 260
Identification and Listing of Hazardous Wastes, 40 CFR 261
Standards Applicable to Generators of Hazardous Waste, 40 CFR 262
National Emission Standards for Hazardous Air Pollutants, 40 CFR 61
Department of Transportation Hazardous Material Regulations, 49 CFR 170-199
Personnel Qualification Training, NRC Guide 1.8
Reporting of Operating Information, NRC Guide 1.16
Termination of Operating Licenses for Nuclear Reactors, NRC Guide 1.86
Guide of Administrative Practices in Radiation Monitoring, NRC Guide 8.2.1
Direct-Reading and Indirect-Reading pocket Dosimeters, NRC Guide 8.4
Standard Test Procedures for Geiger-Muller Counters, NRC Guide 8.6
Instructions for Recording and Reporting Occupational Radiation Exposure Records Data, NRC Guide 8.7
"Information Relevant to Ensuring the Occupational Radiation Exposures at Nuclear Stations will be as Low As Reasonable Achievable" NRC Guide 8.8
Acceptable Concepts, Models, Equations, and Assumptions for a Bioassay Program, NRC Guide 8.9
"Operating Philosophy for Maintaining Occupational Radiation Exposure as Low As Reasonable Achievable", NRC Guide 8.10
Instructions Concerning Prenatal Radiation Exposure, NRC Guide 8.13
Acceptable Programs for Respiratory Programs, NRC Guide 8.15
Instruction Concerning Risk from Occupational Radiation Exposure, NRC Guide 8.29
Occupational Safety and Health Administration, Department of Labor, 29 CFR 1910
Standards for Protection Against Radiation, 10 CFR 20.1701-10 CFR 20.1704

21 KEY PERSONNEL

(a) The Contractor shall assign to this contract, upon award, the following key Personnel:

Project Manager
Senior Engineer
Senior Cost Estimator/Scheduler
Safety Officer

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Project Manager: requires 3 to 5 years as a Project/Program Manager with experience in decommissioning activities. A Bachelor of Science degree in an Engineering or Science field; or a Professional Engineering License when it is issued by a licensing board which is a member of NCEES. The following describes the NCEES and provides a link to acceptable licensing boards.

The National Council of Examiners for Engineering and Surveying (NCEES) is a national non-profit organization composed of engineering and surveying licensing boards representing all U.S. states and territories (http://www.ncees.org/licensure/licensing_boards/).

Senior Engineer: requires 10-years of increasing responsibilities in engineering. 3 to 5-years of specific experience in decommissioning and dismantling activity engineering. Minimum of a Bachelor of Science in an Engineering or Science Field, or a Professional Engineering License when it is issued by a licensing board which is a member of NCEES. The following describes the NCEES and provides a link to acceptable licensing boards.

The National Council of Examiners for Engineering and Surveying (NCEES) is a national non-profit organization composed of engineering and surveying licensing boards representing all U.S. states and territories (http://www.ncees.org/licensure/licensing_boards/).

Safety Officer: 3 to 5 years of increasing experience and responsibilities in industrial and radiation safety. Two-years of specific experience in decommissioning. Certified Health Physicist (CHP) or Certified Industrial Health certificates are preferred, but not mandatory.

Cost Estimator/Scheduler: 1 to 2 years experience in scheduling software experience. Knowledge of MS Project. 3 to 5 years of scheduling, planning and cost estimating experience. 1 year experience in decommissioning activities.

(b) Offeror could substitute 2 years experience for each year of a degree, therefore 8-10 years minimum could substitute for a bachelor's degree. This will be in ADDITION TO the experience requirement for Project Manager.

(c) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless illness, death or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide, a detail explanation of the circumstances necessitating the proposed substitution (s), complete resume for the proposed substitute(s) and any additional information requested by the Contracting Officer. Proposed substitute (s) shall have comparable qualifications as the person(s) being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of the required information of the acceptance or rejection of proposed person (s). The contract will be modified to reflect any approved changes of key personnel.

22 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS** **NOVEMBER 2006**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

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___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4)[Reserved]

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 2003) of 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

X (8) (i) 52.219-9, Small Business Subcontracting Plan (JULY 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

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___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i)52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Price Proposal

Labor and Labor Rate Input

Labor and Labor Rate Input	
Labor Category	Labor Rate
Project Manager - D	\$105.39
Senior Engineer - D	\$88.59
Sr Estimator/Scheduler	\$92.19
Engineer	\$67.68
Estimator/Scheduler	\$70.47
Senior FSS Engineer	\$104.33
License Engineer or Waste Specialist	\$87.94
Quality Engineer	\$96.15
FSS Engineer	\$64.33
Safety Officer - D	\$99.63
Admin Assist/Document Control Spec	\$40.52
Sr Estimator/Scheduler-D	\$86.05
Engineer-D	\$63.17
Estimator/Scheduler-D	\$65.78
Senior FSS Engineer-D	\$97.39
License Eng or Waste Spec - D	\$82.08
Quality Engineer-D	\$89.75
FSS Engineer-D	\$60.05
Admin Assist/Document Spec - D	\$37.82
Enter An Escalation for Future Option Years	3% (format 99.99)