

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Rating	Page 1 of 16
2. CONTRACT (Proc. inst. ident.) NO. DTMA1C10007		3. EFFECTIVE DATE 12/09/2009		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR600100010	
5. ISSUED BY CODE 00091 DOT/Maritime Administration, MAR-380 1200 New Jersey Ave SE, MAR380 W26-429 Washington, DC 20590-		6. ADMINISTERED BY (If other than Item 5) CODE			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) JOHN A. MACEVOY, LLC 1899 BRACKENVILLE RD HOCKESSIN, DE 19707-9577		8. DELIVERY <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)	
		9. DISCOUNT FOR PROMPT PAYMENT 10 days % 20 days % 30 days % days %	
CODE *		10. SUBMIT INVOICES (4 Copies unless other - wise specified) To THE ADDRESS SHOWN IN: ITEM 12	

11. SHIP TO/MARK FOR CODE See Line Item Detail and Shipping Detail		12. PAYMENT WILL BE MADE BY CODE AMZ150 DOT/ Enterprise Services Center (ESC) OFO/FAA, Oklahoma City MARAD A/P Branch, AMZ-150 PO Box 25710 Oklahoma City, OK 73125-	
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (3)		14. ACCOUNTING AND APPROPRIATION DATA 2010 - 70 - X17680 - 1SD - SD - SAV - HQ - 000016000 - OBJ - - 6100 - - 6600 - -	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE LINE ITEM DETAIL					

15G. TOTAL AMOUNT OF CONTRACT 10,000.00

16. TABLE OF CONTENTS							
()	SEC	DESCRIPTION	PAGE(S)	()	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES AND PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER M. E. Simmons	
19B. NAME OF CONTRACTOR By _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	
19C. DATE SIGNED		20C. DATE SIGNED 12/09/2009	

Line Item Summary	Document Number DTMA1C10007	Title JCW10-005 (LEGAL_ESC)	Page 2 of 16
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Total Funding: \$10,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010 70	X17680	1SD	SD	SAV	HQ	000016000	OBJ		6100		6600
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	ESC / STA Technical Advisor	0001	10/31/2010	40.00	MH	\$200.000	\$ 8,000.00
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(11/15/2009 to 10/31/2010)

Provide Technical Advise to the NS Savannah Executive Steering Committee (ESC) and Senior Technical Advisor (STA) regarding NRC Licensing matters on an intermittent basis in accordance with the attached statement of work.

Ref Req No: PR600100010

0002	Directed Travel	0002	10/31/2010	1.00	NTE	\$2,000.000	\$ 2,000.00
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(11/15/2009 to 10/31/2010)

Travel as directed will be reimbursed in accordance with Federal Travel Regulations.

Ref Req No: PR600100010

Total Cost: \$10,000.00

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2010 - 70 - X17680 - 1SD - SD - SAV - HQ - 000016000 - OBJ - - 6100 - - 6600 - - - -

\$10,000.00

Reference Requisition: PR600100010

Total Funding: \$10,000.00

Address Detail**Title**
JCW10-005 (LEGAL_ESC)**Document Number**
DTMA1C10007**Page**
4 of 16**Shipping Addresses**

Code	Detail	Code	Detail
0001	Org: DOT/Maritime Administration, MAR-611 Addr: 400 Seventh Street, SW., Room 2119 Washington DC 20590 Attn: JOHN C. WIEGAND, PROFESSIONAL ENGINEER Phone: (202) 366-2627 ext. Fax: (202) 366-3702 ext.	0002	Org: DOT/Maritime Administration, MAR-640 Addr: MAR-640, RM W25-209/212 1200 New Jersey Ave, S.E. Washington DC 20590-0001 Attn: John C. Wiegand, Decomm Program Manager Phone: (202) 366-2627 ext. Fax: () - 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: Tammy Curnett, Lead Accounting Technician Phone: (405) 954-2063 ext. Fax: (405) 954-9573 ext.	0002	Org: DOT/Maritime Administration, MAR-330 Addr: 400 Seventh Street, SW., Room 7325 Washington DC 20590 Attn: John G. Hoban, Director, Office of Accounting Phone: (202) 366-5852 ext. Fax: () - ext.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Scope of Work: Executive Steering Committee Counsel and Advisor

1. OVERVIEW

The N.S. Savannah is a nuclear powered ship, licensed by the Nuclear Regulatory Commission, which is owned and managed by the Maritime Administration through the designated licensee, the Senior Technical Advisor (STA). An Executive Steering Committee (ESC), made up of senior career officials in the agency, has been established to guide and advise the STA in the execution of licensing and nuclear facility management actions, as necessary. This Statement of Work provides for an independent outside counsel and advisor with nuclear experience to the ESC for the purpose of reviewing the N.S. Savannah Post Shutdown Decommissioning Activities Report.

2. SCOPE OF WORK

The ESC Counsel and Advisor (Counsel/Advisor, or Advisor) shall provide independent counsel and technical advice to the ESC with respect to the N.S. Savannah nuclear license activities and related issues. Administrative Requirements

2.1 Travel

Travel shall be as directed and reimbursable in accordance with the Federal Travel Regulations.

2.2 Point of Contact

The Primary Technical Point of Contact for this Contract:

Senior Technical Advisor - Erhard Koehler
1200 New Jersey Ave, SE
MAR-640.2, Mailstop Rm W25-209/212
Washington, DC 20590-0001
(202) 366-2631
Erhard.Koehler@dot.gov

The Secondary Technical Point of Contact is:

Mr. Rand Pixa
Office of Chief Counsel,
1200 New Jersey Ave, SE
MAR-220, Mailstop Rm W24-241
Washington, DC 20590-0001
(202) 366-5711
Rand.Pixa@dot.gov

2.3 Period of Performance

2.3.1 BASE AWARD

December 7, 2009 - October 31, 2010

2.3.2 OPTION YEAR 1

November 1, 2010 - October 31, 2011

2.3.3 OPTION YEAR 1

November 1, 2011 - October 31, 2012

3. FUNCTIONAL REQUIREMENTS

3.1 ESC Meetings

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The Advisor may attend, as requested, Executive Steering Committee (ESC) meetings, either in face-to-face (directed travel) or via telephone conference in order to provide advice or counsel as required. The designated Advisor shall conduct research and develop written responses to ESC questions where requested.

3.2 NRC License Amendment Actions

The Advisor shall review and comment on the N.S. Savannah proposed license amendment requests. Based on the review, the Counsel shall provide appropriate advice to the ESC.

The Advisor shall attend the N.S. Savannah PSDAR public meetings held by the Nuclear Regulatory Commission (NRC) at a place and time specified by the NRC. Where called upon the Advisor shall prepare responses to questions presented during this public meeting.

4. DELIVERABLES

4.1 Written Response to Tasking
Due TBD

5. GOVERNMENT FURNISHED INFORMATION

5.1 STS-001-002, Executive Steering Committee Charter

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INVOICE SUBMISSION

The contractor may submit invoices using one of the following methods:

U.S. MAIL:

MARAD A/P INVOICES

AMZ-150

PO BOX 25710

OKLAHOMA CITY, OK 73125

OR

FED-EX

MARAD A/P INVOICES

AMZ-150

6500 SOUTH MACARTHUR BLVD

OKLAHOMA CITY, OK 73169

OR

EMAIL, IN ADOBE FORMAT ONLY (.pdf)

MARAD INVOICES@FAA.GOV

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SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-07	Anti-Kickback Procedures	July 1995
52.204-04	Printed or Copied Double-Sided on Recycled Paper	August 2000
52.204-07	Central Contractor Registration	April 2008
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.216-25	Contract Definitization	October 1997
52.217-08	Option to Extend Services	November 1999
52.219-06	Notice Of Total Small Business Set-Aside	June 2003
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	May 2004
52.222-03	Convict Labor	June 2003
52.222-26	Equal Opportunity	March 2007
52.222-41	Service Contract Act of 1965	November 2007
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	September 2009
52.222-44	Fair Labor Standards Act and Service Contract Act - Price Adjustment	September 2009
52.223-06	Drug-Free Workplace	May 2001
52.223-09 Alt I	Estimate of Percentage of Recovered Material Content for EPA Designated Items (MAY 2008) - Alternate I	May 2008
52.223-14	Toxic Chemical Release Reporting	August 2003
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.229-03	Federal, State, and Local Taxes	April 2003
52.232-17	Interest	October 2008
52.232-18	Availability of Funds	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.233-03	Protest after Award	August 1996
52.243-03	Changes--Time-and-Material or Labor-Hours	September 2000
52.244-06	Subcontracts for Commercial Items	August 2009
52.249-06 Alt IV	Termination (Cost-Reimbursement) (May 2004) - Alternate IV	September 1996
52.249-06 Alt V	Termination (Cost-Reimbursement) (May 2004) - Alternate V	September 1996
52.249-14	Excusable Delays	April 1984

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52.250-01	Indemnification Under Public Law 85-804	April 1984
52.252-02	Clauses Incorporated by Reference	February 1998
52.252-06	Authorized Deviations in Clauses	April 1984
52.253-01	Computer Generated Forms	January 1991

I.2 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APRIL 1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$10,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,000.00 dollars

I.3 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 36 (months)

(End of clause)

I.4 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.

(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.

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(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.

I.5 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND FEBRUARY 2007
LABOR-HOUR CONTRACTS

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

- (a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—
 - (i) Performed by the Contractor;
 - (ii) Performed by the subcontractors; or
 - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
- (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
- (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—
 - (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

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(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) or the purposes of this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for

cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting

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Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, 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.

(End of clause)

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

In consideration of employment by the Maritime Administration (MARAD) as a consultant, the consultant hereby agrees to the following:

1. The provisions of this agreement shall apply to and be binding upon the consultant, the consultant's company, business, employees, agents, officers, successors and assigns, and any person acting on behalf of the consultant in relation to consultant services in support of upcoming licensing action before the Nuclear Regulatory Commission (NRC). The term consultant as used in this agreement includes the consultant, the consultant's company, business, employees, agents, officers, successors and assigns, and any person acting on behalf of the consultant.
2. Except as required by law, as otherwise provided in this agreement, or as directed by MARAD or the Department of Justice, no information obtained, developed, gathered or created as a result of consultant services and work performed in connection with this matter shall be provided or disclosed orally, in writing, or in any other form, including electronic data, to any third party or person who is not a party to this agreement. In any case in which disclosure of such information is or may be appropriate, no disclosures shall be made without prior written approval of MARAD. This prohibition includes, but is not limited to, communications with any person representing the media, any industry representatives, and any colleagues or fellow researchers. Disclosure may be made to persons who have signed and filed Confidentiality Agreements with MARAD in connection with this matter.
3. Except as required by law, as otherwise provided in this agreement, or as directed by MARAD, all documents, information, electronic data, or other work obtained, developed, gathered or created as a result of consultant services and work performed in connection with this matter, including documents or other information provided by the United States or other party, shall be treated as privileged and confidential information. The consultant shall not reveal such materials to any third party or person without prior written approval from MARAD, except for those persons who have signed and filed Confidentiality Agreements with MARAD in connection with this matter.
4. Should any documents, information, or electronic data provided, obtained, developed, gathered or created in connection with this matter be lost, discovered missing, or mistakenly or inadvertently turned over without MARAD consent to an unauthorized person or third party, the consultant shall immediately report the details of such incident to MARAD. In the event the consultant receives any requests for such information, the consultant shall immediately notify MARAD and await and follow MARAD instructions on how to proceed.
5. Within 90 days after the expiration of the contract with MARAD for consultant services, all documents and other information provided, obtained, developed, gathered or created in connection with this matter shall be delivered, upon request, to MARAD. Upon request, all electronic data and information will be provided or returned to MARAD and deleted from the consultant's computer systems.
6. In the event that additional personnel, contractors, or sub-contractors are necessary to assist the consultant in the performance of the contract for consultant services, the consultant shall notify MARAD promptly and seek approval to hire or use the services of such personnel. The consultant shall require each person to sign a Confidentiality Agreement identical to this one, and provide copies to MARAD.

Signature

Date

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Printed Name