

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 05/19/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590	CODE 00091	7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, MAR-380 400 Seventh Street, SW., Room 7310 Washington, DC 20590	CODE 00091

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) No Contractor Information Available	(X)	9A. AMENDMENT OF SOLICITATION NO. DTMA1R06008
	(X)	9B. DATED (SEE ITEM 11) 05/12/2006
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
<input type="checkbox"/>	

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this amendment is to make descriptive changes to the solicitation.

- A. The Proposal Due Date is not extended as a result of these changes.
- B. Offerors shall acknowledge receipt of this amendment on VOA as part of their proposal submission.
- C. VOA Proposal submission module will require completion of the complete offeror representations and certifications-- Commercial Items (52.212-3), therefore, item 28 (Online Representations and Certifications) of the RFP has been deleted.
- D. See summary of changes for additional information.
- E. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) M. E. Simmons
15B. CONTRACTOR/OFFEROR	16B. United States of America
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)

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No Funding Information

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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The quantities specified in B--Contract Line Items are estimated quantities used to establish an equal basis for all offerors to consider in proposing a unit price and estimation of total price.

No Changed Line Item Fields

Previous Total:
Modification Total:
Grand Total:

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SECTION A -- SOLICITATION/CONTRACT FORM

A.1 SUMMARY OF CHANGES

Clause '52.212-02 - Evaluation - Commercial Items' has been edited.
Clause '52.227-17 - Rights In Data-Special Works' has been edited.
Clause 'HEADING - Contract documents, exhibits or attachments' has been added.
The free form item 'ADDENDUM 1 TO 52.212-1' has been edited.
The free form item 'ADDENDUM 1 TO 52.212-4' has been edited.
The free form item 'Citizenship Requirement' has been edited.
The free form item 'Notional Schedule' has been added.
The free form item 'Proposal Data Rights' has been added.
The free form item 'Reimbursable Travel' has been added.

A.2 ADDENDUM 1 TO 52.212-4

ADDENDUM 1 - SECTION C--DESCRIPTIONS AND SPECIFICATIONS

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SECTION C - DESCRIPTIONS AND SPECIFICATIONS

- C.1 - Background

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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.

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:

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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.

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

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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 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).

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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

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.

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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:
 - 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

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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:

- 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.

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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.

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:

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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
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

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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)

A.3 CITIZENSHIP REQUIREMENT

This solicitation shall be restricted to United States citizens of U.S. owned and operated companies. Employees working on the resultant contract must be U.S. citizens.

A.4 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.

A.5 REIMBURSABLE TRAVEL

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 or the NS SAVANNAH wherever it is berth.

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

A.6 NOTIONAL SCHEDULE

The Notional Schedule is hereby added to this amendment as Attachment 1.

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A.7 ADDENDUM 1 TO 52.212-1

Addendum 1 52.212-1 Instruction to Offerors - Commercial Items

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical/management and cost or price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

ELECTRONIC PROPOSAL INSTRUCTIONS

(a) In order to be considered for award, offerors must submit their proposal electronically via The Virtual Office of Acquisition (VOA) <https://voa.marad.dot.gov/>. No other electronic or hardcopy proposals will be accepted or considered.

(b) In preparing proposals, offerors shall ensure that each response is within the scope of the specific requirement/item/element to be addressed as presented within VOA.

(c) Past Performance, Technical, and price sections have specific questions or fill-in areas, which will be featured on individual screens within VOA. Offerors will have limited space to provide responses to each question. The Offeror is responsible for the validation of their submittals prior to "FINAL SUBMISSIONS" on or before the proposal due date (SF 1449, Block 8 - "Offer Due Date/Local Time"). Until proposal due date has passed, offerors may edit and save their responses.

(d) Narratives may be supported by attachments (charts, flow diagrams, etc.); however, offerors shall ensure, through appropriate numbering or nomenclature, that each attachment is associated with the offeror's specific response to which it applies. Documents submitted as attachments to the VOA must be in a Microsoft (MS) Office program format (e.g., Word, Excel, Project, PowerPoint, etc.) (Version 1997 or higher) or Adobe Acrobat PDF format (Version 5 or higher). All attachments shall be limited to ten (10) single space 8 ½ X11" pages with 1 inch margins all-around; font shall be no less than 12 point high characters. The Government reserves its right to evaluate proposals solely on the narratives entered into the text fields within VOA and to not review any supporting documentation (except where an attachment is specified in addendum 1 or 52.212-01 "See Data Entry" below).

(e) Offerors are cautioned that the function of copy and paste into data fields via VOA when submitting their proposals may not work properly. Offerors are responsible for the quality of the proposal submission.

(f) Any portion of an offer which the offeror considers to be business sensitive or proprietary in nature must be clearly marked as such. Unless restricted, information submitted in response to this solicitation may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (FOIA) (5 U.S.C. 551).

(g) Minimum software requirements to interface with VOA are:

1. Microsoft Internet Explorer 5.5 or higher
2. Netscape Navigator 6.0 or higher
3. JavaScript must be enabled
4. Java applets must be enabled
5. Cookies must be enabled

Both technical assistance and acquisition content assistance are available through VOA.

(h) The contractor will be required, when providing pricing, to price sub-tasks associated with each main CLIN using the notional quantities provided for the main task. The contractor shall break out the notional quantities among the sub tasks associated with each task. The unit price provided for each task will be firm fixed price and used when issuing task orders. However, when issuing task order(s) the contractor will be required to propose quantities for the task which MARAD will review and negotiate. Upon completion of the negotiation a firm fixed price task order will be issued with the negotiated quantities and fixed unit price(s).

Data Entry

Questions in these **Instruction to Offerors** will be duplicated on the VOA website. Offerors shall address the questions/statement posed, in places where written responses are required. Offerors will be provided a 6000 character text box to respond. These

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responses are identified as "(Fill-in)." Some responses will require a yes or no response and identified with "(Y/N)." If the response is yes (Y) a text box will appear for a brief explanation. Other responses will require specific attachments.

Factor 1: Past Performance

References (Maximum of 5 responses)

At least one (1) reference must relate to the Offeror's experience as the prime contractor and no more than five (5) references are to be submitted.

References may include those from past or current contracts or sub-contracts with local, state or federal government or from past or current contracts or sub-contracts with the private sector.

A Past Performance Questionnaire is located in the VOA SAVANNAH library. Offerors are to provide this form to the references for completion and submission. The offeror shall ensure that their correct Company Name is inserted on each form sent out. The Offeror is responsible for ensuring that requested references complete the Questionnaire and return via e-mail directly to Acquisition.Marad@dot.gov by the solicitation closing deadline. References shall ensure that the subject line for the e-mail reads "DTMA1R06008-Past Performance Questionnaire -[Insert Evaluated Company's Name]".

The Offeror shall also respond to the following questions posted on VOA:

Q-1 - Describe work you have performed relevant to nuclear engineering, management and oversight work of similar size and scope of the work described in the statement of Work, within the last five (5) calendar years.

Q-2 - Have you performed work for a government entity (including, state and local governments) of a similar size and scope as described in this solicitation? (Y/N). If yes, please briefly describe.

Q-3 - Have you performed industrial decommissioning, decontamination or remediation (DDR) work at other nuclear facilities (government or commercial) (Y/N) If yes, please briefly describe the DDR work accomplished.

Q-4 - Do you have related nuclear shipboard experience? (Y/N) If yes, please briefly describe.

Q-5 - The offeror shall describe any complex project similar in size and scope as the N. S. SAVANNAH project in which they experienced a problem; describe the problem and describe the resolution of the problem.

Q-6- The offeror shall list NRC compliant Program they have performed under in the last five(5) calendar years.

Factor 2 - Technical /Management

Sub Factor A - Management and Oversight

Q-1 - Organization- Offeror shall provide an organizational matrix for the N. S. SAVANNAH project identifying key positions and roles and responsibilities related to the N. S. SAVANNAH project.

Sub Factor B- Professional Experience and Qualification

Q-1- The offeror shall submit resumes for all designated key personnel proposed; resumes shall be no more than two (2) pages in length. Their qualifications and experience as related to their assigned roles (labor categories) shall be described including any special or unique credentials related to nuclear decommissioning, environmental/personnel safety, and nuclear waste disposal. Each individual shall be identified as to his current employer; that is, with the Offeror or with one of the Offeror's team participants (subcontractors).

Q-2-The offeror shall describe how it plans to incorporate direct N. S. SAVANNAH expertise into its project team, if any.

Sub Factor C- Approach

Q-1- The Offeror shall describe their strategy towards supporting MARAD's three phase approach to this project. No other approaches will be considered.

Sub Factor D- Pre-Decommissioning Planning and Scheduling

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Q-1- Offeror shall provide their technical/management approach to developing a statement of work for the DDR contract; the approach should address, at minimum, work break down structure; task scheduling; resource management; cost estimating; market research and waste disposal.

Q-2- The Offeror shall describe their management strategy and approach for providing effective oversight of the DDR contractor. Specifically addressing financial management, scheduling and technical performance monitoring controls.

Q-3- The Offeror shall their describe management strategy and approach to conducting regulatory reviews, FSAR reviews and updates; and document preparation (per regulatory requirements)

Q-4- The Offeror shall describe their engineering and management approach to planning work required to complete the nuclear decommissioning.

Q-5- The Offeror shall describe their management strategy and approach for ensuring compliance with all federal, state and municipal regulatory requirements that may be applicable to this project.

Q-6- The Offeror shall provide their approach and methodology to support the License Termination Plan execution.

Q-7 - The Offeror shall describe management approach to support all administrative requirements.

Sub Factor E- Practical Assessment

Q-1- The offeror shall identify what they perceive to be the single largest risk of the N. S. SAVANNAH project. Explain why and describe a notional plan for mitigation of that risk.

Sub Factor F- Nuclear Engineering Analysis

Q-1- The offeror shall describe their approach and methodology for accomplishing analysis in support of safety review and evaluations per 10 CFR 50.59.

Q-2- The offeror shall describe their approach and methodology for risk management and nuclear accident analysis.

Q-3- The offeror shall describe their approach and methodology for nuclear engineering analysis.

Sub Factor G- Field Inspection and Quality Assurance

Q-1- The Offeror shall describe their approach and methodology for inspection of DDR work performance.

Q-2- The Offeror shall describe their approach for nuclear waste accountability, tracking and transportation for the NS SAVANNAH project.

Q-3- The Offeror shall describe their approach and methodology for monitoring safety and environmental protection.

Q-4- Offeror shall describe their philosophy on issues effecting quality assurance. The offeror shall also address approach and methodology for reporting issues effecting quality assurance.

Factor 3: Price Proposal

Price Proposal: The Price Proposal shall include the following:

1. A signed copy of Standard Form 1449.
2. Notional Schedules:

The Offeror's pricing submission will be in two parts. The first part involves the entry of proposed labor categories and rates. In the second part, the contractor proposes the labor categories and number of hours to be used on tasks identified in a notional schedule.

For the first part, the offeror shall enter proposed labor categories and the rates to be used in and for the duration of the contract for the base year, plus an escalation factor to be applied to the base rates for the option years. The offeror shall include both On-site and Off-site rates, as well as any rates for subcontractor employees. All rates entered shall be fully-burdened rates. "Off-site" is defined as work at the offeror's facility and "On-site" as work at a Government-provided facility.

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Next, offerors shall complete the pricing for each major task listed in the attached notional schedule, for the base year and each of the contract's option years, as explained below. Note that in the notional schedule, where no work is anticipated for a particular task, "N/A" is displayed.

For each year, the offeror will see CLINs listing the major tasks and subtasks to be accomplished. Next to the listed tasks, the offeror will select the labor categories the offeror anticipates will be used for that task and the number of hours for those labor categories. The total number of hours proposed for the task should equal the notional number of hours given for that task. The offeror must use off-site labor rates for Phase 1 and the administration task work. On-site labor rates must be used for Phase 2. Phase 3 requires off-site rates except for Final Survey Oversight, which requires On-site rate.

The total price for a task will be the sum of all labor category hours proposed within that task multiplied by the respective labor category rate. The total of all tasks from base year through option year eight shall be the offeror's evaluated price.

3. The offeror will submit documentation demonstrating an adequate compensation package for its professional employees. (Attachment)
4. Cost Narrative - The offeror will submit a cost narrative including but not limited to the designation of the individual authorized to negotiate on its behalf with contact information, a brief summary of the firm and any subcontractors, a description of the arrangement between the contractor and subcontractors and the status of proposed personnel (employees, subcontractors, to be determined, etc.). (Attachment)
5. Small Business Subcontracting Plan - The successful offeror will be required to submit an acceptable small business subcontracting plan, however, no plans are required to be submitted with the initial offers.

Factor 4: Oral Presentation

Following the evaluation of Factors 1 through 3 a competitive range will be established. Those offerors excluded from the competitive range will be notified and may request a debriefing before award in accordance with FAR 15.505 (Pre-award Debriefing of Offerors). Those Offerors included in the competitive range shall make an informational oral presentation. MARAD will provide one or more scenario(s) at the time of notification. The offeror will be requested to have the project manager and key personnel orally present their understanding of each of the scenario(s), provide the offerors technical/management approach(s) and the allocation of resources (staffing and key personnel).

The Offeror shall upload an electronic copy of all briefing materials intended for the presentation and a listing of the names, firms and position title of all presenters, to VOA not later than two hours prior to the scheduled presentation.

The oral presentation shall be a 90 minute session; the offeror is advised that they will not be allowed to tape or otherwise record their own presentation. The Government reserves the right to videotape the presentation and will provide a copy of the Offeror's presentation upon written request to the Contracting Officer.

A.8 52.212-02 EVALUATION - COMMERCIAL ITEMS

JANUARY
1999

52.212-2 Evaluation - Commercial Items

This is a best value, single award acquisition, MARAD intends to award one contract to the offeror deemed responsible in accordance with FAR 9.204. MARAD will award to the responsible offeror whose offer conforming to the solicitation is technically evaluated to be most advantageous to the Government, price and other factors considered. Listed below are the evaluation factors for this solicitation in descending order of importance, except Past Performance and Technical/Management, which are equal to one another:

- Past Performance
- Technical/Management
- Evaluated Price
- Oral Presentation

Past Performance, Technical/Management, and Oral Presentation when combined are significantly more important than Evaluated Price and tradeoffs are permitted with Past Performance, Technical/Management and/or Evaluated Price. Each sub-factor within a factor are of equal importance to one another. Each sub-sub-factor within a sub-factor are of equal importance to one another. A

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tradeoff process is appropriate when it may be in the best interest of the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

The offeror must furnish adequate and specific information in its responses. A proposal will be eliminated from further consideration before the initial assignment of ratings/scores if the proposal is so grossly and obviously deficient as to be totally unacceptable. For example, a proposal will be deemed unacceptable if it doesn't represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. In the event a proposal is eliminated from further consideration/evaluation, a notice will be sent to the Offeror stating the reason(s) the proposal was rejected.

MARAD intends to evaluate proposals and award a contract without discussion with an offeror (except for clarifications as describe in FAR 15.306(a)). The Offeror's initial proposal should contain Offeror's best terms for technical/management and price standpoint. MARAD reserves the right to conduct discussion if the Contracting Officer later determines them necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition.

MARAD reserves the right to reject any or all offers if such actions are in the best interest of the Government.

Factor 1: PAST PERFORMANCE

References (Maximum of 5 responses)

During evaluations, MARAD will assign each proposal one of the following overall past performance confidence assessment ratings:

Exceptional/High Confidence	Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
Very Good/Significant Confidence	Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
Satisfactory Confidence/Neutral	Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort or no performance record is identifiable (see FAR 15.305(a)(2)(iii) and (iv)).
Marginal/Little Confidence	Based on the offeror's performance record, significant doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
Unsatisfactory/No Confidence	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

The Technical Evaluation Team (TET) assigns past performance confidence assessment ratings through an integrated analysis of those risks and strengths MARAD identifies in the offeror's recent, current, and relevant contract performance. MARAD will place more weight and consideration on more relevant and recent past performance information. Determination of relevance will be at the sole discretion of the Government. Essentially, the past performance assessment is MARAD's confidence, based on the offeror's performance record, that the offeror will successfully perform the required effort in accordance with the contract and its proposal. The past performance assessment includes the evaluation of both past performance information and possible due diligence if later determined necessary.

The TET will evaluate the offerors past performance on the basis of the information provided by references in the questionnaire related to following:

Performance Elements

- Quality of Technical Approach
- Effective and Efficient Use of Resources
- Effective and Efficient Use of Subcontractors
- Customer Satisfaction
- Business Behavior
- Cost Control
- Timeliness of Performance
- Understanding of Requirements

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MARAD reserves the right to also make inquiries of other government agencies regarding past performance (i.e. National Institute of Health (NIH) past performance database, and or the Department of the Navy's Past Performance Information Retrieval System (PPIRS)).

Factor 2: TECHNICAL/MANAGEMENT

During evaluations, MARAD will assign each proposal one of the following overall technical assessment ratings, based on the technical criteria listed below:

- Exceptional Based on the offeror's proposal, essentially no doubt exists that the offeror will successfully accomplish the full scope of technical requirements.
- Very Good Based on the offeror's proposal, little doubt exists that the offeror will successfully accomplish the full scope of technical requirements.
- Satisfactory Based on the offeror's proposal, some doubt exists that the offeror will successfully accomplish the full scope of technical requirements.
- Marginal Based on the offeror's performance record, substantial doubt exists that the offeror will successfully accomplish the full scope of technical requirements. Changes to the offeror's existing processes may be necessary in order to achieve contract/technical requirements.
- Unsatisfactory Based on the offeror's proposal, extreme doubt exists that the offeror will successfully accomplish the full scope of technical requirements.

The following criteria in descending order of importance (value) will be evaluated so as to assess the Offeror's ability to accomplish the full scope of technical requirements and assess the level of quality of the Offeror's performance of these requirements.

Sub Factor A- Management and Oversight

The TET will evaluate an Offeror's organization and its relationship to the overall project.

Sub Factor B- Professional Experience and Qualifications

The TET will evaluate each of the Offeror's identified key personnel designated for this project. Their education, experience, and prior assignments (roles/responsibilities) will be evaluated to assess their suitability for the position identified in the Offeror's technical/management proposal. The MARAD mandated key personnel weighted significantly higher than other senior staff personnel. The Project Manager will be weighted higher than the Safety Officer, Senior scheduler/cost estimator and Senior Engineer. These other key personnel are considered equal in weight.

Sub Factor C- Approach

The TET will evaluate the Offeror's strategy toward supporting MARAD's three phase approach to the NS SAVANNAH project. No other approaches will be considered. (Attachment)

Sub Factor D- Pre-Decommissioning Planning and Scheduling

The TET will evaluate an Offeror's understanding of the requirements relative to the following sub-criteria including comprehensiveness of the technical scope of activities (sub-tasks) for each Phase of the project, inclusive of those identified by the MARAD in the Statement of Work.

- DDR Contract Preparation
- Oversight and Control
- Regulatory Review
- Regulatory Compliance
- Nuclear Decommissioning Planning
- License Termination Planning
- Administrative Requirements

Sub Factor E- Practical Assessment

The TET will evaluate the Offeror's perception of the single largest risk to the NS SAVANNAH project and their notional plans for mitigation of that risk.

Sub Factor F- Nuclear Engineering Analysis

The TET will evaluate the thoroughness and reasonableness of the approach and methodology to accomplish the direct support and Contractor oversight requirements of the project as related to the following:

- Safety Reviews and Evaluations per 10 CFR 50.59

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Risk Management and Accident Analysis
Engineering analysis

Sub Factor G- Field Inspection Services and Quality Assurance

The TET will evaluate the thoroughness and reasonableness of the approach and methodology to accomplish the direct support and Contractor oversight requirements of the project as related to the following:

- Inspection Approach and Approach to DDR Work performance
- Nuclear Waste Accountability, Tracking and Transportation
- Safety and Environmental Monitoring
- Philosophy on identification of issues affecting quality and Methodology for reporting issues affecting Q/A

Factor 3 : EVALUATED PRICE

Price will be evaluated for realism and reasonableness as set forth below:

- (a) Evaluated price - The total estimated price in the notional schedule for the base year and the option years shall become the estimated price for each corresponding CLIN in the Line Item Summary. The total price for the base year and all the options years will be the evaluated price.
- (b) Price Realism - The offeror's mix of labor categories and labor hours will be reviewed to determine whether the price proposed is realistic for the technical approach offered.
- (c) Adequacy of the offeror's compensation package for professional employees.

The proposed prices will be evaluated using the price analysis techniques prescribed in FAR 15.404-1(b) to determine price reasonableness.

A written notice of award or acceptance of an offer, mailed or otherwise furnished, to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Factor 4: ORAL PRESENTATION

The Offeror's presentation will be evaluated by the TET following the presentation; The TET will evaluate the Offeror's understanding of each of the scenario(s), the Offeror's technical/management approach(s) and the allocation of resources.

A.9 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.

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(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.