

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

1. REQUISITION NUMBER
PR600010064
PAGE 1 OF 22

2. CONTRACT NO. DTMA1C02011
 3. AWARD/EFFECTIVE DATE 08/31/2002
 4. ORDER NUMBER
 5. SOLICITATION NUMBER DTMA1R02001/0004
 6. SOLICITATION ISSUE DATE 08/15/2002

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME Wayne Leong
 b. TELEPHONE NUMBER (No collect calls) (202) 366-5620 ext.
 8. OFFER DUE DATE/ LOCAL TIME 02/28/2002 12:00 am

9. ISSUED BY DOT/Maritime Administration, MAR-380
 400 Seventh Street, SW., Room 7310
 Washington, DC 20590
 TEL: (202) 366-5757 ext.
 FAX: (202) 366-3889 ext.
 CODE 00091
 10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100.00% FOR
 SMALL BUSINESS
 SMALL DISAV. BUSINESS
 8(A)
 SIC: 6331
 SIZE STANDARD: Over 1,000
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 10 days %
 20 days %
 30 days %
 days %
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO DOT/Maritime Administration, MAR-613
 400 Seventh Street, SW., Room 2123
 Washington, DC 20590
 Attn: Thomas Keller
 CODE HQ613
 16. ADMINISTERED BY DOT/Maritime Administration, MAR-380
 400 Seventh Street, SW., Room 7310
 Washington, DC 20590
 CODE 00091

17a. CONTRACTOR/OFFEROR LaMorte Burns & Co., Inc.
 64 Danbury Rd
 Wilton, CT 06897
 TELEPHONE NO.
 CODE *
 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY DOT/Maritime Administration, MAR-330
 400 Seventh Street, SW., Room 7325
 Washington, DC 20590
 CODE HQ333

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA See Line Item Detail
 26. TOTAL AWARD AMOUNT (For Gvt. Use Only) \$ 592,500.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REFERENCE Proposal OFFER
 DATED 08/21/2002. YOUR OFFER ON SOLICITATION (BLOCK) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: All

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print) Wayne Leong
 30c. DATE SIGNED 08/30/2002
 31b. NAME OF CONTRACTING OFFICER (Type or print) Wayne Leong
 31c. DATE SIGNED 08/30/2002

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED
 33. SHIP NUMBER PARTIAL FINAL
 34. VOUCHER NUMBER
 35. AMOUNT VERIFIED CORRECT FOR

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE
 32c. DATE
 36. PAYMENT COMPLETE PARTIAL FINAL
 37. CHECK NUMBER

38. S/R ACCOUNT NUMBER
 39. S/R VOUCHER NUMBER
 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
 42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER
 41c. DATE
 42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)
 42d. TOTAL CONTAINERS

Line Item Summary	Document Number DTMA1C02011	Title Pollution Insurance for RRF	Page 2 of 22
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Total Funding: \$592,500.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
	694303	9	02	30		40POL0	160000		254T		0230
Division	Closed FYs	Cancelled Fund									
00U	61										

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Pollution Insurance		1.00	LOT	\$592,500.000	\$ 592,500.00
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(08/31/2002 to 08/31/2003)

Oil Spill insurance and service for 74 RRF and 6 State Schoolship Vessels - in accordance with performance work statement.

Ref Req No: PR600010064

Funding Information:

- - 694303 - 9 - 02 - 30 - - 40POL0 - 160000 - - 254T - - 0230 -
00U - 61 - -
\$592,500.00

0002	Pollution Insurance		0.00	LOT	\$630,000.000	\$ 0.00
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(09/01/2003 to 08/31/2004)

Oil Spill insurance and services for 74 RRF and 6 State Schoolship Vessels - in accordance with performance work statement. OPTION YEAR ONE

OPTION PERIOD

Funding Information:

- - 694303 - 9 - 02 - 30 - - 40POL0 - 160000 - - 254T - - 0230 -
00U - 61 - -
\$0.00

0003	Pollution Insurance		0.00	LOT	\$690,000.000	\$ 0.00
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(09/01/2004 to 08/31/2005)

Oil Spill insurance and service for 74 RRF and 6 State Schoolship Vessels - in accordance with performance work statement. OPTION YEAR TWO

OPTION PERIOD

Funding Information:

- - 694303 - 9 - 02 - 30 - - 40POL0 - 160000 - - 254T - - 0230 -
00U - 61 - -
\$0.00

Line Item Summary	Document Number DTMA1C02011	Title Pollution Insurance for RRF	Page 3 of 22
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Total Funding: \$592,500.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
	694303	9	02	30		40POL0	160000		254T		0230
Division	Closed FYs	Cancelled Fund									
00U	61										

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0004	Pollution Insurance	(09/01/2004 to 08/31/2005)	1.00	LOT	\$.000	\$ 0.00
						OPTION PERIOD

Should MARAD sustain an oil spill in the base or option year one resulting in contractor payment of insurance proceeds, the premium for option year two (CLIN 0003) shall increase by the amount of this option CLIN.

Funding Information:

- - 694303 - 9 - 02 - 30 - - 40POL0 - 160000 - - 254T - - 0230 -
00U - 61 - -
\$0.00

Total Cost: \$592,500.00

Address Detail**Title**

Pollution Insurance for RRF

Document Number

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Shipping Addresses

Code	Detail
0001	Org: DOT/Maritime Administration, MAR-613 Addr: 400 Seventh Street, SW., Room 2123 Washington DC 20590 Attn: Thomas Keller Phone: (202) 366-2626 ext. Fax: () - ext.

Invoice Addresses

Code	Detail	Code	Detail
0001	Org: DOT/Maritime Administration, MAR-330 Addr: 400 Seventh Street, SW., Room 7325 Washington DC 20590 Attn: Ruby P. McPhaul Phone: (202) 366-5088 ext. Fax: () - 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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COMMERCIAL CLAUSES

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://www.arnet.gov/far>

Clause	Title	Date
52.203-06 Alt I	Restrictions on Subcontractor Sales to the Government Alternate I	October 1995
52.212-04	Contract Terms and Conditions--Commercial Items	February 2002
52.212-05 Alt I	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items Alternate I	May 2002

2 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

OCTOBER
2000

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

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(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179

Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

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(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

3 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.** MAY 2002

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

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

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

[Contracting Officer shall check as appropriate.]

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

___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)___ Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

___ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

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

___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).

___ (19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

___ (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.) .

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 PERFORMANCE WORK STATEMENT

SECTION C: SPECIFICATIONS/PERFORMANCE WORK STATEMENT OIL POLLUTION INSURANCE AND RELATED SERVICES

C.1 INTRODUCTION:

The Maritime Administration, U.S. Department of Transportation (MARAD) requires oil pollution insurance and related services to respond to oil spills from MARAD-owned vessels of the Ready Reserve Force (RRF) and Schoolships operated by State Maritime Academies.

C.2 DEFINITIONS

1. Assureds - MARAD, MARAD's officers and employees, MARAD's Ship Managers and General Agents listed in Attachment 1, as may be subsequently amended in accordance with the contract(s) with the Underwriters, and their officers and employees and the Vessels listed in Attachment 2.
2. Contract - refers to the binding contract between the Broker/Contractor and MARAD.
3. Contractor - refers to the offeror/Broker awarded this contract.
4. Federal Entities - Federal Agencies and their instrumentalities, such as the United States Coast Guard, National Oceanic and Atmospheric Administration (NOAA), and the Department of Interior and Federal Trustees established under OPA 90.
5. Incident - refers to an Oil Spill.
6. Insurance Policy Contract - refers to the insurance policy contract between the Underwriters and MARAD.
7. Large Incident - refers to an Oil Spill with total estimated costs (clean up and remediation) of more than \$250,000.
8. MARAD - refers to the Maritime Administration, U.S. Department of Transportation, an agency of the Government of the United States.
9. Oil - means liquid hydrocarbons regardless of specific gravity, of any kind or in any form, including, but not limited to, petroleum, fuel oil, crude oil, sludge, oil refuse, hydraulic oil, lube oil, and oil mixed with wastes other than dredged spoil.
10. Oil Spill - includes, but is not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Oil or a reasonable threat of a discharge of Oil from a Vessel covered under the contract, into or upon navigable waters anywhere in the World.
11. On Scene Coordinator/Spill Management Team - this person/company shall be responsible for organizing the clean-up activity in the event of an Oil Spill.
12. Operational Use - A vessel shall be deemed to operated or in operational use for purposes of the insurance policy contract from the date and time the ship manager or general agent enters the activation phase under the ship manager contract or the general agency agreement, as applicable. A vessel shall cease to be operated or in operational use for purposes of the insurance policy contract on the date and time the ship manager or general agent completes the deactivation phase under the ship manager's contract or the general agency agreement, as applicable. Insurance coverage under this contract is suspended during the period a vessel is under the operational control (OPCON) of the Military Sealift Command (MSC). MSC assumes oil spill responsibility upon taking OPCON of an RRF vessel and retains their responsibility until a given vessel is redelivered to MARAD OPCON. The oil spill insurance policy also covers the six State schoolships which have no assigned Ship Managers. The schoolship insurance coverage commences during the Pre-cruise start-up period and ends when the schoolship is tied up at its particular assigned berth at the end of a training cruise.

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13. RRF - Ready Reserve Force. This is the component of the National Defense Reserve Fleet established under 50 U.S.C. App. 1744 et seq., that is maintained in a heightened state of readiness.

14. Schoolships - These are vessels, owned by the United States, but operated by State maritime training schools. This term does not include such vessels during the period of which they are under the control of MARAD as part of the RRF.

15. Small Incident - refers to an Oil Spill with total estimated costs (clean up and remediation) of \$250,000 and under.

16. Subcontractor - for the purpose of this contract, the subcontractor refers to the services to be provided by the On Scene Coordinator/Spill Management Team and the Legal firm. These companies must be acceptable to MARAD and approved by the Contracting Officer.

17. Underwriters - Underwriter's must meet the following criteria:

- a. Must be licensed to do business in one or more of the United States with at least a B Security rating as published in the latest edition of A.M. Best's Insurance Reports; or
- b. Underwriter's at Lloyd's; or
- c. Other foreign underwriter's specifically accepted in advance by MARAD in compliance with 46 CFR Part 249
- d. Captive insurance companies are not acceptable; and
- e. No one underwriter may take a line on any single risk in excess of five percent of its policyholder's surplus.

18. Vessels - The ships listed in Attachment 2 as modified by subsequent deletions and additions in accordance with the contract with the Underwriters.

C.3 PERFORMANCE OBJECTIVE:

1 The objective of this contract is to provide insurance brokerage and related services for MARAD. The result is an insurance policy contract with satisfactory Underwriters to insure MARAD, the Vessels, and other named Assureds against all liability arising from an Oil Spill originating from covered vessels. In addition, the contractor shall subcontract with and coordinate action among appropriate firms to successfully respond to an oil spill incident.

2 Pursuant to this objective, the contractor shall:

- a. Negotiate on MARAD's behalf a contract(s) between MARAD and Underwriters, for insurance coverage for the Ready Reserve Force Vessels and Schoolships, that meets the mandatory requirements and legal principles set forth in this statement of work and fully acceptable to the Division of Marine Insurance, MARAD. The insurance policy contract with the Underwriters will be incorporated in Attachment J to the resulting contract.
- b. Coordinate in a trouble-free manner MARAD's relationship with the insurance Underwriter, including, but not limited to, forwarding notices provided by MARAD and the Assureds to the Underwriter, handling claims and Escrow payments, and handling all matters relating to the determination of the amount and the payment of premiums.
- c. When appropriate, place and handle claims in various types of marine and shipyard liability insurance, including Marine Pollution Liability, Marine Protection and Indemnity, Marine Hull and Machinery, Ship Repairer's Legal Liability and Comprehensive General Liability insurance. Properly apply knowledge of the Oil Pollution Act of 1990 and Certificates of Financial Responsibility required by the United States Coast Guard.
- d. Arrange, without delay, contracts for containment, clean up and removal of Oil Spills, and effectively coordinate containment, clean up and removal with Underwriters, On Scene Coordinator/Spill Management Team, ship managers, general agents, attorneys, contractors, adjusters, and other parties.
- e. The aforesaid services will be included in the cost of the premium.

3. Contractor duties:

a. SUBCONTRACTORS

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1) The Contractor shall provide subcontractors to provide Legal Services and an On Scene Coordinator/Spill Management Team. These subcontractors are subject to acceptance by MARAD.

2) Subcontracted services shall be performed at firm fixed price amounts, wherever commercially practicable. Such services shall be obtained commercially by the Contractor in an effort to provide the best value to the Government. Where the subcontracting services cannot be performed at firm fixed price amounts (e.g., where the quantity or duration of the services cannot be known in advance or the firm fixed price methodology for the service sought), the Contractor shall use other authorized or acceptable contractual vehicles such as "time and materials" contracts or "fixed rate" contracts. The Contractor shall contract with and provide the name(s) of an On Scene Coordinator/Spill Management Team to handle the clean up and removal in the event of an Oil Spill. The On Scene Coordinator/Spill Management Team must be accepted by MARAD in advance. Such On Scene Coordinator must be experienced in Oil Spill clean ups.

b. ESCROW ACCOUNT

1) The Contractor shall establish an escrow account with a financial institution pre-accepted by MARAD. This institution must be federally insured. Contractor shall pay subcontractors from the Escrow Account.

2) In the event of a Large Incident, MARAD shall deposit funds to the established Escrow Account for the On Scene Coordinator/Spill Management Team for funding of the clean-up procedures. For multiple Large Incidents, Escrow Account funds will be segregated for each Oil Spill. MARAD agrees to deposit the deductible amount, less any amount spent by MARAD to begin clean up.

3) All payments made from the Escrow Account shall strictly be for the containment or cleanup of covered oil spill incidents. MARAD reserves the right to review and audit all expenditures from the Escrow Account.

c. LITIGATION SUPPORT:

1) Private Counsel:

The Contractor shall provide the names of an attorney or law firm to represent MARAD's interest in the event of an Oil Spill. This attorney or law firm must be accepted by MARAD in advance. This counsel must be available to work with the On Scene Coordinator during the clean up of the Oil Spill. Such counsel must be experienced in Oil Spill litigation.

2) Department of Justice and Litigation:

In the event of litigation, litigation against MARAD and its agents is litigation against the United States. Private counsel will represent the interests of the MARAD on behalf of the United States on a monitored basis. The Department of Justice will have control and final say on all litigation matters. The Department of Justice will be briefed by private counsel upon the initiation of a case and throughout any litigation.

C.4 MANDATORY INSURANCE POLICY CONTRACT REQUIREMENTS

The insurance policy contract(s) shall be in form and substance satisfactory to MARAD and will provide the following mandatory requirements. If an alternative approach is offered, MARAD will not consider it unless the following requirements have been met.

1. General

a. Satisfactory Underwriters shall insure MARAD, the Vessels, and other named Assureds against all liability arising from an Oil Spill originating from covered Vessels.

b. The insurance policy contract shall provide coverage for MARAD, MARAD's officers and employees, MARAD's Ship Managers and General Agents, listed in Attachment 1, as may be subsequently amended, their officers and employees and the Vessels listed in Attachment 2.

c. Vessels and Assureds shall be covered for costs, losses, and damages arising from or relating to an Oil Spill.

2. UNDERWRITER(S) MUST MEET THE FOLLOWING CRITERIA:

a. Must be licensed to do business in one or more of the United States with at least a B Security rating as published in the latest edition of A.M. Best's Insurance Reports; or

b. Underwriter's at Lloyd's; or

c. Other foreign underwriter's specifically accepted in advance by MARAD in compliance with 46 CFR Part 249

d. Captive insurance companies are not acceptable; and

e. No one underwriter may take a line on any single risk in excess of five percent of it's policyholder's surplus.

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3. UNDERWRITER'S RESPONSIBILITY

- a. Underwriters will pay into an Escrow Account, after the deposit of the deductible by MARAD, sufficient monies to cover the cost of cleaning up an Oil Spill, subject to the insurance policy contract limit.
- b. Underwriters will pay Federal Entities for Oil Spill clean up costs and remediation expenses incurred by Federal Entities. Underwriters' liability hereunder shall be limited to the liability MARAD would have to such Federal Entities under OPA 90, if MARAD were a private party subject to suit by such Federal Entities, without regard to the statutory limits on private liability allowed by OPA 90;
- c. Underwriters will pay for the legal liability of the Assureds for any of the costs of removal and remediation, (including, but not limited to, any legal liability under federal, state, admiralty, maritime, or common law);
- d. Underwriters will pay for the legal liability of the Assureds for bodily injury (including, but not limited to, any legal liability under federal, state, admiralty, maritime or common law);
- e. Underwriters will pay for the legal liability of the Assureds for property damage (including, but not limited to, any legal liability under federal, state, admiralty, maritime or common law);
- f. Underwriters will pay for the costs, charges, and expenses incurred, in defending against, investigating or adjusting any liabilities covered under the insurance policy contract, subject to all of the terms, conditions, and limitations of such insurance policy contract. Where MARAD incurs such expenses, they may be credited against the amount payable by MARAD for the deductible.

4. COVERAGE

- a. Limits of Underwriters Liability will be \$50,000,000 per Incident, in excess of MARAD's deductible.
- b. MARAD agrees to pay a reasonable deductible, per Incident. This amount shall be \$1 million.
- c. Underwriters will pay in the Escrow Account, after deposit of the deductible by MARAD, sufficient monies to cover the cost of cleaning up an Oil Spill, subject to the insurance policy contract limit of \$50,000,000 per incident.
- d. Vessels and Assureds will be covered for costs, losses, and damages arising from or relating to an Oil Spill, subject to the insurance policy contract limitations of \$50,000,000 in excess of the deductible.
- e. Covered vessels shall be covered worldwide when operational - as defined in C.2.12 - except when under operational control of the Department of Defense. MARAD will provide the Underwriters, through the Contractor, with written notice of all Vessels that enter or leave the operational control of DOD. The insurance policy contract shall provide MARAD the opportunity to add new vessels to be covered under the insurance policy contract.

NO COVERAGE IS SOUGHT UNDER THE INSURANCE POLICY CONTRACT DURING THE PERIOD OF TIME THE VESSELS ARE UNDER THE OPERATIONAL CONTROL OF THE DEPARTMENT OF DEFENSE. MARAD will notify the Broker of all such changes in operational control.

- f. Attachment 1 contains a list of all Additional Assureds and vessel locations.
- g. Geographic coverage for the Vessels shall be Worldwide.
- h. Vessels shall be covered during the following; but not limited to:
 - 1). Activation (except when under MSC OPGON)
 - 2). Deactivation
 - 3). Relocation of an RRF or Schoolship Vessel
 - 4). Reduced Operating Status (ROS)
 - 5). Training Voyages
 - 6). Schoolships shall also be covered while stationed at the Academies
 - 7). Sea trials of RRF Vessels
- i. Coverage shall also include, but not limited to, acquisition of a new vessel or transfer of a vessel into the RRF and movement of a Vessel to a newly assigned berth or fleet site.

5. WAIVER OF SOVEREIGN IMMUNITY AND "AS IF" OPA COVERAGE

- a. The insurance policy contract shall provide that nothing contained in said insurance policy contract will be construed as a waiver of the sovereign immunity of the United States with respect to any private party or state entity. No such private party or state entity is intended as a beneficiary of the insurance policy contract.

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b. It is the position of the United States that the RRF Vessels and state schoolships are public vessels and are therefore exempt from OPA 90 and USCG Certificates of Financial Responsibility Compliance. It is also the position of the United States that the Maritime Administration is not a "responsible party" under OPA 90.

c. Federal Entities are to be covered for their costs of clean up, removal and remediation arising from an Oil Spill. The liability of the Underwriters to such Federal Entities shall be limited to the liability MARAD would have, if the RRF Vessels and MARAD were subject to OPA 90. The entitlement to recover under the insurance policy contract from the Underwriters will not be limited by or subject to the tonnage liability limitations of OPA 90, such as 33 U.S.C. 2704.

6. SUBROGATION

Where an amount is paid under the insurance policy contract by Underwriters, no right of subrogation shall arise under the insurance policy contract against Federal Entities. MARAD cannot sue other Federal Entities.

7. NOT AN INDEMNIFICATION CONTRACT

Coverage required under the insurance policy contract is not indemnification or reimbursement coverage. Underwriters are required to make payments on behalf of MARAD and the Assureds.

8. SERVICE OF SUIT:

a. In the event of the failure of Underwriters to pay any amount due under the insurance policy contract, the Underwriters agree to submit to jurisdiction within the United States of America. The insurance policy contract shall provide for a jurisdiction within the United States mutually agreeable to MARAD and the Underwriters. Any dispute arising under the contract will be resolved in accord with the laws of the United States.

b. Underwriters shall designate an agent satisfactory to MARAD for service of process. Such agent shall continue to act until such time as Underwriters designate a substitute agent accepted in writing by MARAD.

c. The Underwriter s may also be served by service on the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office in the State in which MARAD and the Underwriters agree as the mutually agreeable jurisdiction. Such Superintendent, Commissioner or Director of Insurance shall be deemed the true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or behalf of the Underwriters.

C-5. INSURANCE POLICY CONTRACT CONTROLLING LEGAL PRINCIPLES

The insurance policy contract shall also provide for the following special legal principles applicable to covering ready reserve vessels and schoolships:

1. Ready Reserve Force Vessels and Schoolships are owned by the United States and operated under federal law and constitute "public vessels."

2. The Oil Pollution Act of 1990, 33 U.S.C. 2701-2761, 46 U.S.C. 37032, does not apply to discharges from "public vessels" and the United States is not a responsible party under OPA 90.

3. The legal liability of the United States for an Oil Spill from a Vessel is based on admiralty, maritime law and common law principles. The United States may not be held strictly liable for an Oil Spill from a public vessel under OPA 90.

4. Vessels owned by the United States may not be seized by an action in rem and MARAD, the Vessels, and the other Assureds are entitled to the sovereign immunities of the United States.

5. MARAD's ship managers and general agents, although named as additional assureds, are agents of the United States within the meaning of the Suits in Admiralty Act, 46 U.S.C. sections 741-752. Under the Suits in Admiralty Act and the Public Vessels Act, 46 U.S.C. sections 781-790, litigation against agents of the United States in admiralty is maintainable exclusively against the United States.

6. The conduct of litigation on behalf of the United States is reserved by law to the Attorney General of the United States and the Department of Justice. 28 U.S.C. sections 501-530. All litigation handled in the name of the United States is subject to the control of the Department of Justice.

7. The statute of limitations under the Suits in Admiralty Act and the Public Vessels Act is two years. Plaintiffs are not entitled to a jury trial against the United States for an admiralty action and the defendant, United States has sixty days to answer a complaint in Federal District Court.

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8. Courts lack subject matter jurisdiction to award punitive or penalty damages against the United States and may only award interest on judgments at 4% per annum. 46 U.S.C. section 742.
9. For certain matters, there is an administrative claim requirement as a jurisdictional prerequisite for suits covered under the Admiralty Extension Act, 46 U.S.C. Section 740 and the Clarification Act, 50 U.S.C. Section 1291.
10. Agencies of the United States, such as the United States Coast Guard, Federal Environmental Trustees, etc. may not sue the United States for damages.

C.6. ALTERNATIVE APPROACH

MARAD will accept an alternative approach if it meets the mandatory requirements shown in C.3 and C.4.

C.7. PRICE AND OPERATIONAL USE

1. The contract and insurance policy contract shall be firm fixed price with prospective price redeterminations.
2. This contract/insurance policy contract shall be redetermined at the end of the second contract year, based on Operational Use.
3. The definition of "Operational Use" sets forth when the Operational Use begins and when Operational Use ends.
4. MARAD agrees to provide the Contractor with notice of the commencement and ending of Operational Use.

C.8. NOTIFICATION PROCEDURES

1. MARAD will provide verbal notification to the Contractor within 72 hours of any Incident occurring regardless of the dollar amount of the Incident.
2. MARAD will follow up verbal notification with written notification from the Contracting Officer via facsimile within 30 days of the Incident occurring.
3. MARAD shall deposit the deductible into an established escrow account within 5 business days of an Incident occurring.
4. It is the responsibility of the Contractor to notify the Underwriters when an incident occurs.

C.9. CLEAN UP OF OIL SPILLS

1. A purpose of the insurance policy contract with the Underwriters is to provide a means of funding the clean up and removal of an Oil Spill.
2. Spill Management Team
The Contractor shall provide the name(s) of an on scene Spill Management Team (SMT) with whom it will contract to handle the clean up and removal in the event of an Oil Spill. The SMT must be accepted by MARAD in advance. Such SMT must be experienced in Oil Spill clean ups and removals.
3. As an expense covered under the contract(s) with the Underwriters, an SMT shall be provided for all Large Incidents. At MARAD's discretion and cost for Small Incidents, an SMT shall be made available to assist with clean up and removal responsibilities for Small Incidents.
4. The Contractor shall establish an escrow account with a financial institution pre-accepted by MARAD.
5. In the event of a Large Incident, MARAD agrees to deposit the deductible amount, less what MARAD has spent to begin clean up, to the established Escrow Account for a SMT for funding of the clean-up and removal procedures. For multiple Large Incidents, Escrow Account funds will be segregated for each Oil Spill.
6. In the event of an Oil Spill, MARAD shall be entitled to incur clean up expenses without the approval of the SMT. Only expenses reasonably incurred by MARAD shall be deducted from the amount to be deposited into the Escrow or credited against future premium payments. The goal of this provision is to allow MARAD to receive financial credits for expenses incurred in acting promptly in the event of an Oil Spill.

C.10. ADDING/DELETING VESSELS

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1. Vessels shall be covered when MARAD has operational control. This process includes, but is not limited to, acquisition of a new vessel or transfer of a vessel into the RRF and movement of a Vessel to a newly assigned berth or fleet site.
2. Vessels listed in Attachment 2 shall be covered under the contract with the Underwriters.
3. MARAD shall report Vessels to the Contractor within 30 days of receipt of new vessels that have been added to the RRF.
4. When MARAD reports a Vessel to be deleted from coverage, there will be no adjustment in costs until the end of the contract year.
5. When a Vessel is deleted it is subject to a daily pro rata rebate. The daily rate shall be determined as follows: ANNUAL RATE/NUMBER DAYS IN THAT CONTRACT YEAR.
6. The pro rated rebate can be applied to contract premium at MARAD's discretion. Rebate can not cause annual premiums to go below the Minimum Insurance Premium. Rebate shall be based upon the date of MARAD's notification to Contractor for deletion of vessel.

C.11. REPORTING REQUIREMENTS

1. MARAD will provide to the Contractor the Vessels' changes of location as they occur.
2. It will be the Contractor's responsibility to ensure the Underwriter receives a copy of the Vessel locations.

C.12. RESPONSE COORDINATION

1. If a spill is expected to exceed \$250,000 a Spill Management Team will supervise cleanup and removal activity. This Spill Management Team shall be designated by the Contractor and pre-accepted by MARAD.
2. When a spill will exceed \$250,000 an Adjuster will work on the behalf of MARAD to ensure reasonable payments are made to subcontractors or other parties conducting clean up and any claimants for damages.

C.13. REIMBURSABLE COSTS

1. Only during an incident, reimbursable costs shall be permitted for travel for the Contractor and subcontractor costs. These costs will either be paid through the established escrow account and will be considered part of the payment of MARAD's deductible or will be paid by the Underwriters. Reimbursable costs for travel should be without overhead, G&A and profit.
2. All travel shall be in accordance with the Federal Travel Regulations.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 ADDRESS OF CORRESPONDENCE

All correspondence except as otherwise specified shall be directed to the Contracting Officer at the following address:

U. S. Department of Transportation
Maritime Administration
400 7th Street, S.W., Rm 7310
Washington, DC 20590
Attn: Wayne Leong

Email correspondence should be addressed to wayne.leong@marad.dot.gov.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) The Contracting Officer is the only one authorized to provide for changes and direction under this contract.

(d) The Key personnel and/or facilities under this contract:

Key Personnel:

Attachment 3 is the list of key personnel.

(e) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (f) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(f) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The Contract will be modified to reflect any approved changes of key personnel.

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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://www.arnet.gov/far>

Clause	Title	Date
52.216-24	Limitation Of Government Liability	April 1984
52.216-25	Contract Definitization (See Note 1.)	October 1997
52.225-13	Restrictions on Certain Foreign Purchases	July 2000

I.2 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE OCTOBER 1994

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

I.3 52.217-08 OPTION TO EXTEND SERVICES NOVEMBER 1999

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

(End of clause)

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT MARCH 2000

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(a) The Government may extend the term of this contract by written notice to the Contractor within 21; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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.5 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

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

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

J.1 ATTACHMENTS

SECTION J - ATTACHMENTS

Attachment 1 - Additional Assured - Ship Managers and locations of ships

Attachment 2 - Insurance Policy Contract with Underwriters (to be attached after award)

Attachment 3 - Contractor key personnel