

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER MA-PR615.5-20110055		PAGE OF 1 13		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER DTMA-92-P-2011-0103		5. SOLICITATION NUMBER DTMA-92-Q-2011-0075		6. SOLICITATION ISSUE DATE 08/18/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Monique Leake		b. TELEPHONE NUMBER (No collect calls) 7573225820		8. OFFER DUE DATE/LOCAL TIME ET		
9. ISSUED BY U.S.DOT/ Maritime Administration Atlantic Div. Acquisition Office MAR-380-2 7737 Hampton Blvd Building 19 Suite 300 NORFOLK VA 23505-1204		CODE 00092	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 483211 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO JRRF, Fleet Operations Group James River Reserve Fleet END of HARRISON ROAD BUILDING 2606 FT EUSTIS VA 23604		CODE MAR-615.5	16. ADMINISTERED BY U. S. DOT Maritime Administration Atlantic Div. Acquisition Office MAR-380.2 7737 Hampton Blvd Building 19 Suite 300 Norfolk VA 23505-1204		CODE 00092			
17a. CONTRACTOR/ OFFEROR MORAN TOWING CORPORATION 1901 BROWN AVE NORFOLK VA 23504-4447 dba: Moran Towing of Virginia		CODE 807920376	FACILITY CODE	18a. PAYMENT WILL BE MADE BY MARAD A/P INVOICES P.O.BOX 25710 OKLAHOMA CITY OK 73125		CODE AMZ-160 (US. MAIL)		
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	The purpose of this purchase order is for the provision of vessel towing services for the James River Reserve Fleet in accordance with attached Statement of Work. Accounting Info: 70XR161710.2011.97176NDA00.1161000000.25433.610066 00 / 7011617176NDA0 Period of Performance: 09/01/2011 to 02/29/2012 TOWING SERVICES FOR JAMES RIVER RESERVE FLEET <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA See schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$40,000.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA A				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO TERMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				30c. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 				
30b. NAME AND TITLE OF SIGNER (Type or Print) VP of Operations Monique D. Leake		30c. DATE SIGNED 9/1/2011		31b. NAME OF CONTRACTING OFFICER (Type or print) Monique Leake		31c. DATE SIGNED 09/01/2011		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>TOWING SERVICES FOR JAMES RIVER RESERVE FLEET</p> <p>Tugs to provide harbor support services and ship handling for the Hampton Roads regions to include the James River Reserve Fleet at Ft. Eustis, VA in accordance with attached Statement of Work.</p> <p>Unit Price Adjustment:</p> <p>The applicable contract hourly rate for operational tug services provided hereunder shall be adjusted by the increase or decrease in the cost of marine diesel fuel from a base expense of \$2.10 per gallon. The fuel cost adjustment shall be calculated by multiplying the billed tug service hours by the fuel price differential and the tug's estimated fuel consumption (Type III - 133 gal/hr; Type IV - 175 gal/hr; Type I & II - 65 gal/hr).</p> <p>The reference document for determining the price of diesel fuel on a service date basis shall be the price as reported in Table 15 "Spot Prices of Low Sulfur Diesel, Kerosene Type Jet, Residual Fuels and Propane," of the weekly petroleum Status Report as published by the Energy Information Administration by noting the daily spot price of low sulfur No. 2 diesel fuel for New York Harbor on the closet publication date Continued ...</p>				40,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

RECEIVED INSPECTED NOTED:

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTMA-92-P-2011-0103

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NAME OF OFFEROR OR CONTRACTOR
MORAN TOWING CORPORATION (dba: Moran Towing of Virginia)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>that the tug(s) performed the service. Escalation shall apply when the spot price exceeds \$2.36 per gallon. De-escalation shall apply when the spot price is less than \$1.84 per gallon. In the event that this reference document is discontinued, a substitute format shall be selected by mutual agreement of both parties.</p> <p>Hourly rates for standby tugs are not subject to adjustment hereunder.</p>				
0002	Line Item #0001AA Standby Rate - ST (Type I Tug)		HR	275.00	0.00
0003	Line Item #0001AB Standby Rate - OT (Type I Tug)		HR	275.00	0.00
0004	Line Item #0001AC Operational Rate - ST (Type I Tug)		HR	325.00	0.00
0005	Line Item #0001AD Operational Rate - OT (Type I Tug)		HR	349.00	0.00
0006	Line Item #0001AE Standby Rate - ST (Type II Tug)		HR	376.00	0.00
0007	Line Item #0001AF Standby Rate - OT (Type II Tug)		HR	376.00	0.00
0008	Line Item #0001AG Operational Rate - ST (Type II Tug) Continued ...		HR	784.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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4 5

NAME OF OFFEROR OR CONTRACTOR
MORAN TOWING CORPORATION (dba: Moran Towing of Virginia)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Line Item #0001AH Operational Rate - OT (Type II Tug)		HR	807.00	0.00
0010	Line Item #0001AI Standby Rate - ST (Type III Tug)		HR	376.00	0.00
0011	Line Item #0001AJ Standby Rate - OT (Type III Tug)		HR	376.00	0.00
0012	Line Item #0001AK Operational Rate - ST (Type III Tug)		HR	784.00	0.00
0013	Line Item #0001AL Operational Rate - OT (Type III Tug)		HR	807.00	0.00
0014	Line Item #0001AM Standby Rate - ST (Type IV Tug)		HR	596.00	0.00
0015	Line Item #0001AN Standby Rate - OT (Type IV Tug)		HR	596.00	0.00
0016	Line Item #0001AO Operational Rate - ST (Type IV Tug)		HR	1,070.00	0.00
0017	Line Item #0001AP Operational Rate - OT (Type IV Tug) In order for an invoice to be processed for Continued ...		HR	1,154.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

MORAN TOWING CORPORATION (dba: Moran Towing of Virginia)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>payment, it must include your Federal ID Number, Purchase Order Number, and Invoice Number. Without these numbers, your invoice will be returned and payment will be delayed.</p> <p>The total amount of award: \$40,000.00. The obligation for this award is shown in box 26.</p>				

**FLEET TOWING CONTRACT
PERFORMANCE WORK STATEMENT**

1. This Contract requires tugs to provide harbor support services and ship handling for the Hampton Roads regions to include the James River Reserve Fleet at Fort Eustis, VA.

2. The following list, all-inclusive in neither scope nor description, is illustrative of the services to be performed under this Contract:

(a) Towing, twisting, mooring, berthing, docking, streaming, shifting, assisting, pulling, and escorting using those tug types identified in para 6 below may be required for towing of other tugs, barges, crafts, hulls, sleds, derricks, lighters, and objects of whatsoever nature including anything carried thereon. Government reserves the right to use Government-owned, controlled, or chartered tugs or tugs separately or jointly with contractor's tugs in the performance of any services listed in this Contract.

(b) Transfers of pilots and Government Personnel by Tug.

(c) Emergency support services, including responses to weather conditions threatening tugs, piers, dry-docks, or shore facilities; shipboard fires; tugs aground; tug equipment failures; downed aircraft; oil spills; missions of mercy; collisions; search-and-rescue operations; shipboard casualty; and National Defense Emergency

3. Routinely, the tug dispatch time will be agreed upon at the time of task order issuance. In an emergency situation, the Contractor shall dispatch the required tugs for transit to the service site within no more than the following notification times:

Time	Notification Time
Normal Work Hours 0700-1700 local time, Monday through Friday, excluding federal holidays	1 hour
Outside Normal Work Hours 1701-0659 local time, Monday through Friday; 1701 Friday through 0659 Monday; all Federal holidays.	2 hours

NOTE: Contractors shall respond to emergencies with utmost dispatch.

In all situations, the tug shall arrive at the towing location within five (5) hours of order issuance

4. Orders will be issued at the awarded unit prices/hourly rates, defined as follows:

Standby Hourly Rate: Each job shall earn the Standby Rate, for the period during which the contractor places a specific tug at the contractor's normal berth in a reserve status for the exclusive use by the Government. The tug must be capable of responding within the notification time specified in the emergency paragraph. Standby time begins and ends as specified in the task order.

Operational Hourly Rate: Each job shall earn the Hourly Rate, pro-rated to the nearest quarter hour, beginning with the time when the tug either departs its home berth or leaves a prior job, the closer to the

site of performance governing, to transit to the ordered site of performance. The Hourly Rate will continue to be earned until the tug either arrives at its home berth or at its next assignment, the closer location to the site of performance for the Government governing. This rate gives a rate for the provision of any type of work that the tug can perform and that is contemplated by this contract. This rate includes all of the following items: penalty time; fuel costs; bonuses; payments; emoluments payable to the Master, Officers and crew for services under this contract; the cost, if any, of transit to and from the location; and any other costs incurred in responding to the Government's order.

5. Within the geographical regions listed below, tug(s) may be ordered to any berth, dock, anchorage, wharf, place, open roadstead, or alongside any tug, barge, lighter, craft, hull, derrick, or object of whatsoever nature that the Government may direct, provided the Tug can lie always safely. Location will be specified at the time of task order issuance.

- (a) Chesapeake Bay and surrounding regions.
- (b) James River Reserve Fleet near Fort Eustis, VA
- (c) Norfolk Naval Station, Norfolk International Terminal, Craney Island, Hospital Point, Lambert Point, Thimble Shoals
- (d) Southern and Eastern Branches of the Elizabeth River and Norfolk Naval Shipyard
- (e) Cheatham Annex and York River
- (f) Cape Henry.

6. The tugs shall be in proper working order or any non-functioning equipment (e.g. generators , winches, radios, etc) will be communicated to the by COTR and approved before the tug arrives at the ordered location. The tugs under this contract shall have the following minimum characteristics:

	Shaft Horsepower	Type of Propulsion
Type I	1800-2000	Drive Twin Screw
Type II	2000-3000	Single Screw
TypeIII	2000-3000	Twin Screw and/or Combi (bow thruster)
TypeIV	3000 and above	Twin Screw with tow winch/gear

FLAG: USA

MAXIMUM DRAFT: 18 foot

SURFACE FENDERING: Clean and sufficient to prevent metal-to-metal contact with tugs surface

LINES: Serviceable and of sufficient strength and quantity for services performed under this contract.

WINCHES: In proper working order and sufficient for services performed under this contract

COMMUNICATION EQUIPMENT: Minimum required by the U.S.C.G. and FCC for inland and international waters. Capability to provide two-way communication on all VHF standard frequencies.

NAVIGATION EQUIPMENT: Minimum required by the U.S.C.G for inland and international waters.

INSPECTIONS/CERTIFICATIONS:

Vessels shall be: a) inspected by the United States Coast Guard, b) classed by a Coast Guard recognized Classification Society, or c) have a safety management certification from an industry-recognized certification program (such as International Standards Organization (ISO) 9000 series certification, or the American Waterways Operators (AWO) Responsible Carrier Program). Vessels that do not meet the standards listed in (a), (b) or (c) above may submit evidence of equivalence, or demonstrate prior satisfactory completion of MARAD-contracted towing operations. Such submittals do not guarantee that work will be awarded. Tug specifications and Characteristics, as accepted by the Government at time of award, are incorporated by reference.

7. Substitution of tugs being provided may be authorized by the COTR, but only for good cause shown. Any tug nominated to be a substitute tug under this paragraph shall result in no additional cost to the Government, shall have substantially the same characteristics and shall be similarly fitted and otherwise equal or superior in performance to the tug for which it is being substituted. The use of the substituted tug shall result in no operational delay and shall not otherwise excuse any other performance required under this Contract.

8. The Government may cancel orders without charge by the Contractor provided notice is given to the Contracting 8 hours or more in advance of departure. If notice is given less than 8 hours in advance of departure, the Government will incur a charge equal to two hours at the "operational - ST" hourly rate.

9. Contractor shall provide adequate staff and communications to promptly respond to Government's requests for services under this Contract on a 24-hour-day basis. Each Tug shall have an efficient and legally sufficient complement of Tugmaster and crew with adequate training and experience in towage and operation of all of the Tug's equipment. Each Tugmaster and entire crew shall speak English fluently and possess valid and current certificates, licenses, and documents. Each Tugmaster and entire crew of the Tug shall be appointed or hired by the contractor and shall be deemed to be the servants and agents of the contractor at all times except as otherwise specified in this Contract. The Tugmaster of each Tug shall be under the direction of the Government as regards the employment of the Tug under a given order, but shall not be under Government's orders as regards navigation, care, and custody of the Tug.

10. Nothing herein contained shall be construed as creating a demise of the Tug to the Government, the contractor retaining complete and exclusive possession and control of the Tug and her navigation.

11. In all instances in which any tug being handled by contractor's Tug(s) sustains damage or is involved in any incident resulting in damage to tug(s) or property, or in bodily injury or death, contractor shall secure a report from the Tugmaster and Officer acting as pilot, or from any licensed pilot aboard the tug being handled. Contractor shall submit said report in triplicate to the Contracting Officer within twenty-four hours following said incident, reporting the facts, listing deaths, reporting the extent of damages or bodily injuries, and listing recommendations to prevent recurrence.

12. In performance of any mission while on-hire, the Contractor shall not make any claim for salvage. Any claim for salvage in contravention of this contract shall be for the government's account solely, and shall not in any way mitigate the Contractor's breach.

The following FAR and Transportation Acquisition Manual (TAM) provisions and clauses apply to this purchase order and are incorporated by reference.

52.252-2 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 the following Internet addresses:

Federal Acquisition Regulations (52.) <https://www.acquisition.gov/comp/far/current/html/FARTOCP52.html>

Transportation Acquisition Regulations (1252.) <http://www.dot.gov/ost/m60/tamtar/part1252.htm>

U.S. Maritime Administration Provisions and Clauses (MCL.) https://voa.marad.dot.gov/Solicitation_Awards/docs/mar-380/MARAD%20Clauses%20MCL%20for%20HTML.htm

52.204-7 Central Contractor Registration;

52.212-4 Contract Terms and Conditions-Commercial Items;

(f) Excusable Delays: Neither the Tug, her Master or Owner, nor the Government, unless otherwise in this Contract expressly provided, shall be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process provided bond is promptly furnished to release the tug; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; storms, lightning, or epidemics.

The exceptions identified in the above paragraph shall not be such as affect Owner's warranties respecting the condition of the Tug, or the Owner's obligations respecting the services specified under the Contract.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items; within FAR Clause 52112-5(b) and (c), the following Items are designed by the Contracting Officer to apply to the solicitation:

52.203-6 Restrictions on Subcontractor Sales to the Government

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns

52.219-8 Utilization of Small Business Concerns.

52.219-9 Small Business Subcontracting Plan

52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting

52.219-28 Post-Award Small Business Program Representation.

52.222-3 Convict Labor,

52.222-21 Prohibition of Segregated Facilities,

52.222-26 Equal Opportunity,

52.222-35 Equal Opportunity for Veterans.

52.222-37 Employment Reports Veterans.

52.222-36 Affirmative Action for Workers with Disabilities, (Over 15K)

52.232-33 Payment by Electronic Funds Transfer --Central Contractor Registration

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels

52.222-41 Service Contract Act (The Service Contract Act wage determination applicable to this requirement is 2010-0205 Revision 3 Dated 6/13/2011)

52.216-19 ORDER LIMITATIONS OCTOBER 1995 - (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor an order in an amount of more than \$250,000.

(1) Any order requiring, for the same time period, tugs in excess of the total number of tugs specified under this contract; and

(2) Any combination of orders requiring, for the same time period, tugs in excess of the total number of tugs specified under this contract.

(c) Notwithstanding paragraph (b), the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 4 hours after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (Contractor shall not be required to make any deliveries under this contract after 2/29/2012)

52.217-8 Option to Extend Services

52.223-18 Encouraging Contractor Policy to Ban Text Messaging While Driving

1252.223-73 Seat Belt Use Policies and Programs

1252.242-73 Contracting Officer's Technical Representative

MCL.H-6 Standards of Employee Conduct

INSURANCE

a) General. During the full period of this Contract, Owner shall maintain, and shall have, and when requested shall furnish a Certificate of Insurance evidencing the insurance coverage listed below. The expense for such insurance coverages shall be for the Owner's account and shall be deemed to be included in the rates payable under this Contract. All deductible amounts shall be solely for the Owner's account.

(i) Broad Form Tower's Liability Insurance (including damage to the Tow) on each Tug performing under this Contract in the minimum amount of \$5 million;

(ii) Tower's Protection and Indemnity liability insurance on each Tug performing under this Contract in the minimum amount of \$5 million;

(iii) Hull and Machinery Insurance on the Tug(s) performing under this Contract, in the minimum amount of \$5 million.

b) Except as otherwise specifically provided herein, the Government shall not be liable for any loss, damage, calls, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Tug, or which are imposed upon Owner or Tug by operation of law which is recoverable under any insurance carried by the Owner.

c) All policies required under this insurance section shall provide a 10 day prior written notice of cancellation to the U.S. Maritime Administration, Attn. Chief, Division of Marine Insurance, 1200 New Jersey Avenue, SE. Washington D.C. 20590. All policies shall have a clause stating no recourse against the United States of America for payment of premium. The policy forms, amounts, terms and conditions and underwriters must be acceptable to the Maritime Administration.

d) The United States of America shall be named as an additional assured with waiver of subrogation under the Owner's Tower's Liability Policy, under the Hull and Machinery policy (and under the Increased Value policy if applicable), and under the Tug's Protection and Indemnity (P&I) entry. The naming of the United States on Owner's P&I policy shall be subject to the provisions of Owner's Privilege Clause, when such clause is substantially the same as Privilege Clauses standard in the industry.

FAILURE TO PERFORM - Failure of the contractor to perform, after acceptance of an order, shall be subject to penalties under the contract; provided the failure to perform was not the result of excusable delays. These remedies shall include, but are not limited to, assessment of re-procurement costs to the contractor's account or termination for cause.

DAMAGE TO GOVERNMENT FACILITIES: Damage to any facility, interior/exterior equipment, or systems caused by the contractor, as a result of work performed under this contract, shall be repaired by the contractor at his/her own expense. The contractor shall be required to repair or replace all items and components, to return the damaged area to its condition before the damage incident.

INVOICE SUBMISSION INSTRUCTIONS - MARAD

The Contractor may submit invoices in either electronic or paper format. Electronic submission is preferred.

(1) Electronic invoices shall be addressed to MARADInvoices@faa.gov, with copy to MARADSARInvoices@dot.gov

Electronic invoices shall conform to the following criteria, or be subject to rejection:

- a. Invoice and supporting documentation shall be in Adobe Acrobat (pdf) format.
- b. The e-mail subject shall include the contract/purchase order number and invoice number.
- c. The transmitting e-mail shall include the following information: Name of the Contractor; Invoice date and number; Invoice

amount; Contract number and, if applicable, the order or modification number; Terms of any discount for prompt payment offered; Payment instructions (i.e., financial institution, ABA routing #, account #)

(2) Paper invoices shall be submitted to one of the following addresses. Multiple copies are not required.

MARAD A/P SAR Invoices Branch

AMZ-160

PO Box 25710

Oklahoma City, OK 73125

If a street address is required for delivery (i.e., Federal Express), the following address may be used in lieu of the post office box:

MARAD A/P SAR Invoices Branch

AMZ-160

6500 S MacArthur Blvd.

Oklahoma City, OK 73169