

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/06/2009	2. CONTRACT NO. (If any)	6. SHIP TO: CDR Dennis Compton		
3. ORDER NO. DTMA5V09034	4. REQUISITION/REFERENCE NO. OPA09-01	a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY		
5. ISSUING OFFICE (Address correspondence to) U.S. Merchant Marine Academy (Procurement) MMA-5206, Division of Procurement Kings Point NY 11024-1699		b. STREET ADDRESS Office of Plans & Assessment		
		c. CITY King's Point	d. STATE NY	e. ZIP CODE 11024

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR	8. TYPE OF ORDER

b. COMPANY NAME Captain James Samuel Teel	<input checked="" type="checkbox"/> a. PURCHASE	b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
c. STREET ADDRESS 109 Norfolk Street	REFERENCE YOUR:	
d. CITY Bangor	e. STATE ME	f. ZIP CODE 04401-3863

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

9. ACCOUNTING AND APPROPRIATION DATA 7009 - 1750 - MA2009 - 1PDA000 - 00 - 1000 - 05 - 100002521 - 5610066 - 00 - - - -	10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	12. F.O.B. POINT Destination
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13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION USMMA KINGS POINT, NY	b. ACCEPTANCE USMMA KINGS POINT, NY		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	SEE LINE ITEM DETAIL					
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO: Justin Breedon					
	a. NAME USMMA A/P Branch, AMZ-160				\$3,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) USMMA A/P Branch, AMZ-160, PO Box 25710					
c. CITY Oklahoma City	d. STATE OK	e. ZIP CODE 73125				

22. UNITED STATES OF AMERICA BY (Signature) <i>Maxillian S. Diah</i>	23. NAME (Typed) Max Diah TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/06/2009	CONTRACT NO.	ORDER NO. DTMA5V09034
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ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)				
0001	<p><i>DUNS: 133305883</i> <i>REMIT TO: SAME AS ABOVE</i></p> <p>The contractor will perform an evaluation of the "Baselining of Midshipmen Programs" Phase II Report on the DECK Program as described in the attached Statement of Work (SOW).</p> <table border="0"> <tr> <td><i>Start Date</i></td> <td><i>End Date</i></td> </tr> <tr> <td>12/15/2008</td> <td>01/23/2009</td> </tr> </table> <p>Reference Requisition: OPA09-01</p> <p><i>CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST</i> <i>516-773-5805</i></p> <p><i>INVOICE INQUIRIES: BARBARA MARTOS</i> <i>405-954-1219</i></p>	<i>Start Date</i>	<i>End Date</i>	12/15/2008	01/23/2009	1.00	JOB	3,000.000	3,000.00	
<i>Start Date</i>	<i>End Date</i>									
12/15/2008	01/23/2009									

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ \$3,000.00

**Contract Level
Funding Summary**

Document Number
DTMA5V09034

Title
Evaluation-Phase II Report

Page
4 of 5

7009 - 1750 - MA2009 - 1PDA000 - 00 - 1000 - 05 - 100002521 - 5610066 - 00 - - - - -

\$3,000.00

Reference Requisition: OPA09-01

Total Funding: \$3,000.00

	Document No. DTMA5V09034	Document Title Evaluation-Phase II Report	Page 5 of Error! Bookmark not defined.
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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://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.222-03	Convict Labor	June 2003
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.243-01	Changes--Fixed Price	August 1987
52.246-01	Contractor Inspection Requirements	April 1984
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

**Statement of Work
Baseline Evaluation**

1. The Contractor shall deliver evaluative services as an independent contractor to the Office of Plans and Assessment of the United States Merchant Marine Academy ("the Academy"). The service[s] to be provided shall constitute the evaluation of Phase II of the Baseline of Midshipmen Programs in the following area(s):

Academic Program - Deck

2. The Contractor certifies that s/he possesses the requisite qualifications to deliver evaluative services regarding the evaluation of the Deck Program , without further training.
3. The Contractor shall deliver the services solely during the 2nd term AY 08-09, commencing on December 15, 2008 and terminating on January 23, 2009. Continuation of these services beyond the termination date is prohibited. This contract does not signify or guarantee that future contracts will be awarded to the Contractor for the delivery of similar services.
4. In the performance of the work necessary for delivery, the Contractor shall assess the work done by Academy faculty and staff in Phase II of the Baseline of Midshipmen Programs as called for by SUPT INST 2007-18. The Contractor shall submit a full report of the assessment to the Head of the Office of Plans and Assessment at the end of the term. The Contractor shall indicate agreement or disagreement with the work done in Phase II. If there is disagreement the Contractor shall indicate why there is disagreement and propose and substantiate an alternative finding. Within these parameters, the Contractor shall deliver the services independently without training, supervision or control with respect to the way the work is to be accomplished.
5. The Head of the Office of Plans and Assessment (HOPA) shall be responsible for the technical aspects of the contract. Any questions concerning the requirements of the contract should be referred to HOPA.
6. The Contractor shall carry out the tasks described herein off campus and will communicate with the HOPA via electronic means such as phone, fax, and/or email.
7. The Contractor shall make all preparations and research for services to be rendered on his/her own premises and with his/her own materials, equipment and personnel. The Academy will not provide an office for the Contractor.
8. The Contractor shall not work as an employee nor serve as an agency representative or liaison of the Academy or Maritime Administration in connection with the official business with other organizations, firms or persons. The Contractor shall not be required to attend departmental meetings. The Contractor shall not be involved in other faculty, staff or Academy functions.

9. The Contractor will be paid the lump sum of **\$3000.00** for the services being delivered under the contract. The sum shall be paid in two equal payments; one payment after submission of a draft report and initial invoice, and the second after submission of the final report and a final invoice by the Contractor. The Contractor is responsible for paying all applicable federal and state taxes for any compensation received from the Academy. The Contractor is not entitled to reimbursement from the Academy for travel and/or any business expenses.

10. The performance of services provided under this contract may be terminated in whole or in part for the Academy's convenience by written notice from the Contracting Officer. If notice of termination is provided before the date performance begins, then the Government shall be liable only for the payment of a \$ 0 cancellation fee. If the contract is terminated after performance begins, per the Termination for Convenience clause, FAR clause 52-212-4, Contract Terms and Conditions – Commercial Items, the Academy shall be liable only for payment for services rendered before the effective date of termination and such payment will be pro-rated based on the percentage of evaluation and reporting completed prior to termination with relevance to the total amount of evaluation and reporting scheduled to have been performed.

11. The Academy may terminate this contract for cause per the Termination for Cause section of FAR clause 52-212-4, in the event of any default by the contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Academy, upon request, with adequate assurances of future performance. In the event of termination for cause, the Academy shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Academy for any and all rights and remedies provided by law. If it is determined that the Academy improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.