

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1 7

1. DATE OF ORDER 07/18/2011	2. CONTRACT NO. (if any)	6. SHIP TO: a. NAME OF CONSIGNEE U.S Merchant Marine Academy
3. ORDER NO. DTMA-95-V-2011-0075	4. REQUISITION/REFERENCE NO. MMA-PR5302-20110030	

5. ISSUING OFFICE (Address correspondence to) U.S. Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699		b. STREET ADDRESS U.S. DOT/Maritime Administration 300 Steamboat Road	
		c. CITY Kings Point	d. STATE NY
		e. ZIP CODE 11024-1699	

7. TO: David Breslin	f. SHIP VIA
a. NAME OF CONTRACTOR David Breslin	

b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 12729 Ox Meadow Drive	<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: <input type="checkbox"/> b. DELIVERY	
d. CITY Herndon	e. STATE VA	f. ZIP CODE 20171-1745

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE Dept. of Academic Engineering
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<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	origin-Kings Point NY	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/29/2011	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination			

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)
	PROFESSIONAL SERVICE CONTRACT-					
	Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont pages)
	21. MAIL INVOICE TO:						
	a. NAME MARAD A/P INVOICES						\$8,000.00
	b. STREET ADDRESS (or P.O. Box) P.O. BOX 25710						\$8,000.00
c. CITY OKLAHOMA CITY		d. STATE OK	e. ZIP CODE 73125				

22. UNITED STATES OF AMERICA BY (Signature) <div style="text-align: center;"> </div>	23. NAME (Typed) Maxmillian Diah TITLE: CONTRACTING/ORDERING OFFICER
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SCHEDULE - CONTINUATION**

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07/18/2011

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
0001	<p>Admin Office: U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699</p> <p>Mark For: TV KINGSPINTER U.S. Merchant Marine Academy Waterfront 300 Steamboat Road Kings Point NY 11024-1699</p> <p>Accounting Info: 70X8503000-2011-6GBDEANR01-0000530200-25215-61006600 Period of Performance: 08/29/2011 to 12/23/2011</p> <p>STATEMENT OF WORK</p> <p>1. The Contractor David Breslin shall deliver instructional services as an independent contractor to the Department of Engineering at the United States Merchant Marine Academy ("the Academy"). The service[s] to be provided shall constitute the instruction of midshipmen in the following course(s):</p> <p>EM-645, Reliability and Operations Research</p> <p>2. The Contractor certifies that he/she possesses the requisite qualifications to deliver instructional services in Reliability and Operations Research.</p> <p>3. The Contractor shall deliver the services solely during the period commencing on 29 August 2011 and terminating on 23 December 2011. 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. Continued ...</p>				8,000.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$8,000.00	

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	<p>4. In the performance of the work necessary for delivery, the Contractor shall observe the standards published in the official Academy Catalog, Academic Handbook, the Dean's Memoranda & Instructions and when appropriate, shall examine the students and submit grades in conformity with such standards including the completion of D/F forms for final grades of D+, D, and F. The Contractor shall submit a full record of all grades at the end of the term. The Contractor is responsible for his/her own course planning consistent with course accreditation.</p> <p>In addition to classroom instruction, the Contractor shall be available at the Academy for two hours per week, per course, to consult with students at a time and location convenient for the Contractor and students. 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.</p> <p>The Contractor is also responsible for re-scheduling any class sessions that the Contractor cancels, unless other arrangements are made with the approval of the Head of the Department.</p> <p>The Contractor shall agree to be bound by the terms and conditions of Superintendent's Instruction 2205-20, Computer Network Use Agreement. The contractor shall personally submit mid-term and final term grades using the Academy's electronic web-enabled system. This task/requirement shall not be delegated to any other person, and any other form of grade submission is deemed unacceptable.</p> <p>5. The Head of the Department of Engineering shall be the Contracting Continued ...</p>					

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\$0.00

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	<p>Officer's Technical Representative (COTR) and shall be responsible for the technical aspects of the contract. Any questions concerning the academic requirements of the contract should be referred to the COTR.</p> <p>6. The Contractor shall provide instruction at the facilities of the Academy in a classroom provided by Academy and be available for student consultations as set forth above.</p> <p>7. The Contractor's usage of government furnished equipment will be limited to designated instructional aids and supplies, if necessary for the delivery of services, and Academy projectors and copiers as necessary to deliver instruction and reproduce notes, classroom handouts and exam materials. Except for being present for classes and student consultations, 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 Instructor but will provide a room for instructor/student consultations.</p> <p>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 but may do so to the extent that said meetings involve issues pertinent to the class(es) they are teaching. The Contractor shall not be involved in other faculty or Academy functions.</p> <p>9. The Contractor will be paid a total sum of \$8,000.00 for the services being delivered under the contract. The sum shall Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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	<p>be paid in two payments. The first payment shall be made upon completion of 50% of the work and submittal of a proper invoice. The second and final payment shall be made after submission of final grades and if necessary the student assessment for students receiving grades of C-, D+, D or F and submission of a final and proper 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 business expenses.</p> <p>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 for each course cancelled. If the contract is terminated after performance begins, per paragraph (1) Termination for Convenience of 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 number of class sessions taught prior to termination with relevance to the total number of class sessions scheduled to have been taught.</p> <p>11. The Academy may terminate this contract for cause Termination for Cause, 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. Continued ...</p>					

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	<p>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.</p> <p>DUNS: 829633416 REMIT TO: SAME AS ABOVE CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST 516-726-6137 INVOICE INQUIRIES: BARBARA MARTOS 405-954-1219</p> <p>The total amount of award: \$8,000.00. The obligation for this award is shown in box 17(i).</p>					

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\$0.00

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