ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 7

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

1. DATE OF ORDER: 08/04/2011

2. CONTRACT NO. (If any):

3. ORDER NO.: DTMA-95-V-2011-0092

4. REQUISITION/REFERENCE NO.: MMA-PR5307-20110069

5. ISSUING OFFICE (Address correspondence to):
U.S.Merchant Marine Academy
Division of Procurement
USMMA-5206
300 Steamboat Road
Kings Point NY 11024-1699

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S Merchant Marine Academy
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 Kunyz
a. NAME OF CONTRACTOR: KUNYZ, DAVID
b. COMPANY NAME:
c. STREET ADDRESS: 5 Berkshire Lane
d. CITY: Londonderry
e. STATE: NH
f. ZIP CODE: 03053-3232

f. SHIP VIA:

8. TYPE OF ORDER
[X] a. PURCHASE
REFERENCE YOUR:
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.
[ ] 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.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: Dept. of Physical Education

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[ ] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION: KINGS POINT, NY
b. ACCEPTANCE: KINGS POINT, NY

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):

16. DISCOUNT TERMS:

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 ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL (Cont. pages): $23,846.38

21. MAIL INVOICE TO:
a. NAME: MARAD A/P INVOICES
b. STREET ADDRESS (or P.O. Box): P.O.BOX 25710
c. CITY: OKLAHOMA CITY
d. STATE: OK
e. ZIP CODE: 73125

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $23,846.38

22. UNITED STATES OF AMERICA BY (Signature): Maxmillian S. Diah

23. NAME (Typed): Maxmillian Diah
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(e)

CONTRACT NO. (if any)

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $ ___________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or service, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

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DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/04/2011		DTMA-95-V-2011-0092

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Admin Office: U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699 Accounting Info: 70111750MA-2011-1INP000001-0000530000-25215-61006600 Period of Performance: 08/04/2011 to 12/10/2011					
0001	STATEMENT OF WORK 1. The Contractor shall deliver instructional services as an Adjunct Professor/Assistant Football Coach (Defense) and will be an independent contractor to the Physical Education and Athletics Department of the United States Merchant Marine Academy ("the Academy"). The service[s] to be provided shall constitute the instruction of Midshipmen and coaching of Midshipmen-Athletes consisting of 13.66 load hours. 2. The Contractor certifies that he/she possesses the requisite qualifications to deliver instructional services as an Adjunct Professor in Physical Education courses and coaching services as an Assistant Football Coach (Defense) without further training, to the Midshipmen and Midshipmen Athletics designated by the Physical Education & Athletics Department at the Academy. 3. The Contractor shall deliver the services solely during the 1st term, commencing on August 4, 2011 and terminating on 10 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 Continued ...				23,846.38	

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	services. 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 midshipmen 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 assigned to the Head of the Physical Eduation & Athletics Department at the end of the term. The Contractor shall submit all graded final exams to the Head of the Physical Education & Athletics Department at the end of the term. The Contractor is responsible for his/her own course planning consistent with course accreditation. In addition to classroom instruction, the Contactor shall be available at the Academy for coaching instruction as an assistant football coach (Defense). 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. 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. 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 Continued ...					

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	any other person, and any other form of grade submission is deemed unacceptable. 5. The Head of the Physical Education & Athletics Department shall be the Contracting Officer's Technical Representative (COTR) responsible for the technical aspects of the contract. Any questions concerning the academic requirements of the contract should be referred to the COTR. 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. 7. The Contractor¿s usage of government furnished equipment will be limited to designated instructional or coaching aids, equipment and supplies, if necessary for the delivery of services, and Academy projectors and copiers as necessary to deliver coaching, instruction or reproduce notes, classroom handouts and exam materials. Except for being present for scheduled football practices/games, 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. 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 Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	pertinent to the class(es) they are teaching or sport they are coaching. The Contractor shall not be involved in other faculty or Academy functions. 9. The Contractor will be paid the lump sum of $23,846.38 for the services being delivered under the contract. The sum shall be paid in two equal payments: the first payment after submission of mid-term grades and submission of a proper invoice by the Contractor and the second, final payment shall be made after submission of final grades, the grade book, keys, books and other materials, and submission of a final and proper invoice by the Contractor. The contractor is responsible for rescheduling any class session(s) that the contractor cancels, unless other arrangements are made with the approval of the Head of the Department of Physical Education and Athletics. 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. 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 (l) 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 Continued ...					

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	sessions taught prior to termination with relevance to the total number of class sessions scheduled to have been taught. 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. 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. DUNS:968863733 REMIT TO: SAME AS ABOVE CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST 516-726-6137 INVOICE INQUIRIES: BARBARA MARTOS 405-954-1219 The total amount of award: $23,846.38. The obligation for this award is shown in box 17(i).					

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