ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 7 PAGES

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

1. DATE OF ORDER: 01/08/2009	2. CONTRACT NO. *(If any)*
3. ORDER NO.: DTMA5V09119	4. REQUISITION/REFERENCE NO.: DEAN09-003

5. ISSUING OFFICE *(Address correspondence to)*

U.S. Merchant Marine Academy (Procurement)
MMA-5206, Division of Procurement

Kings Point NY 11024-1699

6. SHIP TO: Dr. Jane Brickman

a. NAME OF CONSIGNEE: U.S. MERCHANT MARINE ACADEMY

b. STREET ADDRESS: Department of Humanities

c. CITY	d. STATE	e. ZIP CODE
KIngs Point	NY	11024-1699

7. TO:

a. NAME OF CONTRACTOR

b. COMPANY NAME: **Christopher Cusumano**

c. STREET ADDRESS: **273 W. Neck Road**

d. CITY	e. STATE	f. ZIP CODE
Huntington	**NY**	**11743**

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
- 7009 - 1750MA - 2009 - - 1INP - 00 - 0001 - 0000 - - 530000 - - - 25215 - 6100 - 6600 -

10. REQUISITIONING OFFICE: U.S. MERCHANT MARINE ACADEMY

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

[✓] 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		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
USMMA, Kings Point, NY 11024	USMMA, Kings Point, NY 11024			

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					

	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOT. *(Cont. pages)*
SEE BILLING INSTRUCTIONS ON REVERSE	21. MAIL INVOICE TO: Justin Breeden a. NAME: USMMA A/P Branch, AMZ-160 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		$8,400.00	17(i) GRAND TOTAL

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

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

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Previous edition not usable

OPTIONAL FORM 347 (REV. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

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 / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
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.
01/08/2009		DTMA5V09119

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Remit To: SAME *DUNS NUMBER: 167023261* *For Payment Inquires Contact:* *BARBARA MARTOS (405) 954-1219*					
0001	ADJUNCT PROFESSOR STATEMENT OF WORK 1. The Contractor shall deliver instructional services as an independent contractor to the Humanities Department of 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): English I (2 Sections) 2. The Contractor certifies that he/she possesses the requisite qualifications to deliver instructional services in English without further training, to the midshipmen designated by the Humanities Department at the Academy. 3. The Contractor shall deliver the services solely during the 2nd term, commencing on 12 November 2008 and terminating on 06 March 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 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 Humanities Department at the end of the term. The Contractor shall submit all graded final exams to the Head of the Humanities Department at the end of the term. The Contractor is responsible for his/her own course planning consistent with course accreditation. Reference Requisition: DEAN09-003	1.00	JOB	8,400.000	8,400.00	
0001AA	Statement of Work Continued... In addition to classroom instruction, the Contactor 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. 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 any other person, and any other form of grade submission is deemed unacceptable. 5. The Head of the Humanities 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. Reference Requisition: DEAN09-003					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ⇒ $8,400.00

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01/08/2009		DTMA5V09119

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001AB	Statement of Work Continued...					

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.

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.

9. The Contractor will be paid the lump sum of $8,400.00 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 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.

Reference Requisition: DEAN09-003

0001AC Statement of Work Continued...

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 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.

CONFIRMATION ORDER

Start Date	*End Date*
11/12/2008	03/06/2009

Reference Requisition: DEAN09-003

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DATE OF ORDER	CONTRACT NO.	ORDER NO.

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	USMMA Procurement Department: *MAXMILLIAN S. DIAH* *(516) 773-5584* *MARKVIEW Invoice To: Dr. Jane Brickman (516) 773-5365*					

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

- 7009 - 1750MA - 2009 - - 1INP - 00 - 0001 - 0000 - - 530000 - - - 25215 - 6100 - 6600 -

$8,400.00

Reference Requisition: DEAN09-003

Total Funding: $8,400.00

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):

www.acqnet.gov/far/

www.dot.gov/ost/m60/tamar/tar.htm

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