

PG 1 OF 3		ORDER/RECEIPT NO. NSCO- 6-11737		CONTRACT NO.		SB ORDER FOR SUPPLIES OR SERVICES			
DEPARTMENT NAVY		DATE OF ORDER 9/7/65		REQUISITION NO./PURCHASE AUTHORITY SEE FOLLOWING PAGES		DISCOUNT TERMS Net			
ISSUED BY NAVAL SUPPLY CENTER (Code 200) OAKLAND, CALIFORNIA 94614		MAIL INVOICE TO D.O., MSTs PAC, Ft. Mason, San Francisco, California with signed delivery receipt		DELIVERY F.O.B. <input type="checkbox"/> VENDOR'S PLANT <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Sched		DELIVER TO F.O.B. POINT ON OF BEFORE 10/7/65			
SHIP TO BLDG. 333, NSC, OAKLAND, M/F: USNS POPE (T-AP 110)		PAYMENT WILL BE MADE BY <input checked="" type="checkbox"/> Navy Regional Finance Center, NSC, Oakland, Calif. <input checked="" type="checkbox"/> D.O., MSTs PAC, Ft. Mason, S.F. California <input type="checkbox"/> D.O., USN Shipyard		<input type="checkbox"/> See Below					
TO: (Contractor and address) General Hotel Supply Co. 953 Mission Street San Francisco, California GA 1-3957				If material has not been shipped, place one copy of this order in an envelope and attach to the outside of case number one of the shipment.		PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
<input checked="" type="checkbox"/> PURCHASE		Reference your sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of 10 U.S.C. 2304(a)(3) if with the U.S., its possessions or Puerto Rico; if otherwise, under 2304(a)(6).		please furnish the following on the terms specified on 1					
<input type="checkbox"/> DELIVERY		This delivery order is subject to instructions contained on this side only of this form and is issued on another government agency or in accordance with and subject to the terms and conditions of the above-numbered contract.							
<input type="checkbox"/> CASH		This cash purchase receipt is subject to instructions contained on this side only of this form.							
UNITED STATES OF AMERICA									
By <u>W. Truman</u> <u>9/9</u> Contracting/Ordering Off									
ACCOUNTING CLASSIFICATION (REVISED 5-59)									
Item No.	Appropriation Symbol and Subhead	Object Class	Expenditure Account	Chargeable Activity	Bureau-control or Subauth'n Act'y	Bureau Control No.	Sub-auth'n No.	Identification No.	Amount
	17X4912.3302	-	TTTTT/-	62383	2F	-	62383		
	1303/08710								
PRIORITY 06 09105								MARK ALL PACKAGES AND PAPERS WITH CONTRACT AND/OR ORDER NUMBER, REQ. NO. AND PRIORITY	
ITEM NO.	QUANTITY (No. units)	UNIT	UNIT PRICE	SCHEDULE OF SUPPLIES OR SERVICES			AMOUNT	QUANTITY ACCEPTED	
				SEE FOLLOWING PAGES FOR DESCRIPTION OF ITEMS					
PACK AND SHIP THIS PURCHASE ORDER SEPARATELY. DO NOT COMBINE WITH ORDERS.									
DMS REG. #1, DO				Solomon/Hildebrand					
CHECK NO. OR <input type="checkbox"/> CASH				DATED		FOR (Amount)		\$1219.92	TOTAL
I certify that this account is correct and proper for payment.				PAYEE (Sign original only) (<input type="checkbox"/> Paid in cash) (<input type="checkbox"/> As an invoice)				DIFFERENCE	INITIALS
BY				TITLE		AMOUNT VERIFIED CORRECT FOR			
Signature and title of Certifying Officer									
SHIPMENT NUMBER <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL				RECEIVED AT		S/R ACCOUNT NO.		S/R VOUCHER #	
Quantities in "Quantity Accepted" column have been <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED <input type="checkbox"/> RECEIVED by me and conform to contract. Items listed on reverse side have been rejected for the reasons indicated.				DATE RECEIVED		TOTAL CONTAINERS		STORAGE LOCATION	
				LOCATION		GROSS WEIGHT		B/L NUMBER	
Date and signature of authorized U.S. Govt representative				RECEIVED BY				SEE REVERSE SIDE FOR REJECTION!	

IF BLOCK IS CHECKED THIS IS A CONFIRMING ORDER

GENERAL PROVISIONS OF PURCHASE ORDER

1. **INSPECTION AND ACCEPTANCE** - Inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the contractor unless loss results from negligence of the Government.

2. **VARIATION IN QUANTITY** - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. **PAYMENTS** - Invoices shall be submitted in quadruplicate unless otherwise specified, and shall contain the following information: Contract or order number, item number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. **DISCOUNTS** - Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the Government, whichever is later. Payment is made for discount purposes, when check is mailed.

5. **DISPUTES** - (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided in (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. **FOREIGN SUPPLIES** - This contract is subject to the Buy American Act (41 U.S.C. 10a-d) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

7. **CONVICT LABOR** - The Contractor agrees not to employ for work under this contract any person undergoing sentence of imprisonment at hard labor.

8. **NONREBATE OF WAGES*** - The Regulations issued by the Secretary of Labor (29 C.F.R., Part 3) pursuant to the Anti-kickback Act, as amended (40 U.S.C. 276c, 18 U.S.C. 874) are applicable to this contract. (In substance they provide that contractors and subcontractors shall (i) make no deductions from wages except those required by law or permitted by the Regulations; (ii) preserve, for 3 years after completion of the work, payrolls which contain the following data for each employee: name, address, correct classification, rate of

pay, daily and weekly number of hours worked, deductions made, and actual wages paid; and (iii) submit weekly a statement of compliance, in the form set out in the Regulation.)

9. **SUBCONTRACTORS-TERMINATION*** - The Contractor agrees to insert the clause hereof entitled "Nonrebate of Wages" in all subcontracts under this contract. The term "Contractor" as used in such clause in any subcontract shall be deemed to refer to the subcontractor. Breach of the requirements of this clause may be grounds for termination of this contract.

10. **OFFICIALS NOT TO BENEFIT** - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

11. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. **GRATUITIES** - (a) The Government may, by written notice to the Contractor, terminate the right of the contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13. **RENEGOTIATION** - This contract, and any subcontract hereunder, is subject to the Renegotiation Act of 1951, as amended, (50 U.S.C. App. 1211 et seq.) and shall be deemed to contain all the provisions required by Section 104 thereof, and is subject to any subsequent act of Congress providing for the renegotiation of contracts.

14. **CONDITION FOR ASSIGNMENT** - This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203; 41 U.S.C. 15), unless or until the supplier has accepted this order by execution of DD Form 1155s (available on request).

*Applicable only to construction contracts for \$2,000 or less for work within the United States.

REPORT OF REJECTIONS

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

DD FORM 1155r
1 MAY 63

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

Pg 2 OF 3		ORDER/REC'PT NO. (Of 1PB/BPP/BPO)										CONTRACT NO. (Of Reg's No.)										SCHEDULE CONTINUATION SHEET									
NSCO-6-11737		ISSUED BY NAVAL SUPPLY CENTER (CODE 200) OAKLAND, CALIFORNIA 94625										NAME OF CONTRACTOR (Or bidder) General Hotel Supply Co.																			
MARK ALL PACKAGES AND PAPERS WITH CONTRACT AND/OR ORDER NUMBER																															
ITEM NO.	QUANTITY (No. of units)	UNIT	UNIT PRICE	SCHEDULE OF SUPPLIES OR SERVICES	AMOUNT	QUANTITY ACCEPTED																									
				Reqn NO8710/5236/3008																											
1	3	SE	.70	Cutter Set, Cookie, 6 per set, No. 1428	2.10																										
2	6	EA	.75	Washer, rubber for bottle, B/S, Part No. 911, for Kidde Dispenser Model 9	4.50																										
				Reqn. NO8710/5236/3010																											
3	6	EA	.35	Strainer, tea and coffee, 3" dia., w/hdl	2.10																										
4	4	EA	16.50	Strainer, pot, 10" dia, China Cap, S.S.	66.00																										
5	18	EA	7.73	Tray, Butcher's, CRS, 19 X 12 3/4" X 5/8" dp	139.14																										
6	4	SE	1.10	Tube, pastry, metal star set	4.40																										
7	4	EA	4.95	Whip, wire, CRS, 24"	19.80																										
				Reqn. NO8710/5236/3011																											
8	12	EA	1.95	Brush, pastry, white bristle, 2" twine bound	23.40																										
				Reqn. NO8710/5236/3012																											
9	6	EA	13.95	Board, cutting impregnated, 12" X 24" Chemboard	83.70																										
10	6	EA	1.50	Cutter, biscuit, hand, 2 3/4" dia., alum, Gen. Hotel Supply or equal #942	9.00																										
				Reqn. NO8710/5236/3013																											
11	4	EA	16.40	Pan, fry, 20" dia., 3" dp, w/24" handle steel	65.60																										
12	18	EA	.75	Parer, corer, wood hdl, 7" OAL	13.50																										
13	6	EA	9.50	Peel, baker's wood, 16" wide, 30" long #116	57.00																										
14	4	EA	54.15	Pot, stock, 15 Gal, w/cover Wear-Ever #4315	216.60																										
15	8	EA	2.00	Slicer, egg, cast aluminum	16.00																										

DD FORM 1 MAY 63 1155c

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

12ND NSC 2230 (2-64)

Replaces Overprint (5) which may be used until supply is exhausted.

C-22567

100

Pg OF		ORDER/REC'PT NO. (Or I/PB/RFP/RFQ)	CONTRACT NO. (Or Req'n No.)		SCHEDULE CONTINUATION SHEET	
ISSUED BY		NAME OF CONTRACTOR (Or bidder)				
3		NSCO-6-11737				
NAVAL SUPPLY CENTER (CODE 200)		General Hotel Supply Co.				
OAKLAND, CALIFORNIA 94625						
MARK ALL PACKAGES AND PAPERS WITH CONTRACT AND/OR ORDER NUMBER						
ITEM NO.	QUANTITY (No. of units)	UNIT	UNIT PRICE	SCHEDULE OF SUPPLIES OR SERVICES	AMOUNT	QUANTITY ACCEPTED
16	1	EA		Reqn. NO8710/5236/3022 Machine, Roll Dough Divider, Bench Model, hand operated, Dutchess Bakers Machine Co. Inc., (36 part)	298.40	
17	12	EA	3.00	Reqn. NO8710/5240/3001 Bain Marie Pot, Round S/S 1 Qt.	36.00	
18	12	EA	4.00	Bain Marie Pot, Round S/S 2 Qt.	48.00	
19	6	EA	4.70	Bain Marie Pot, Round S/S 3 Qt.	28.20	
20	4	EA	5.73	Bain Marie Pot, Round S/S 4 Qt.	22.92	
21	2	EA	6.70	Bain Marie Pot, Round S/S 6 Qt.	13.40	
22	12	EA	1.17	Cover, for Bain Marie Pot, Round S/S 1 Qt.	14.04	
23	12	EA	1.31	Cover, for Bain Marie Pot, Round S/S 2 Qt.	15.72	
24	6	EA	1.60	Cover, for Bain Marie Pot, Round S/S 3 Qt.	9.60	
25	4	EA	1.75	Cover, for Bain Marie Pot, Round S/S 4 Qt.	7.00	
26	2	EA	1.90	Cover, for Bain Marie Pot, Round S/S 6 Qt.	3.80	

DD FORM 1155c

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

C-80807

12ND NSC 2230 (2-64)

Replaces Overprint (5) which may be used until supply is exhausted.