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93232

70 JUN 19

WORTHINGTON CORP.
401 WORTHINGTON AVE.
HARRISON, N.J. 07024

NTS 14600/13

U.S.M.S. GENERAL JOHN POZ (AP10)
NOY710 8218 0203

IRVINE OUR HOLTZINGER TELCO 47-69

17X4912.3302 - 77777 - 62353 2F - - E9-N62383 280.02

1 1H 4320-398-8366 IMPELLER PUMP
P/M 1129P

25.00

FA

280.02

14B

DISTRICT 1
SUPPLIES 1
PURCHASE PRICE 1

1-DCASD, NEWARK, 240 ROUTE 22, SPRINGFIELD N.J. 07051
(FOR TRANSPORTATION ASSISTANCE ONLY)

7152

EYE DEHINDS

280.02

☐ INVOICED ☐ RECEIVED ☐ CANCELLED

☐ PAID

☐ CANCELLED

☐ PAID

5.1 MONETARY LIMITATION (Applies when the block marked with an "X")

☐ THIS IS A FIRM ORDER PROVIDED THE TOTAL PRICE IS \$ OR LESS.

Make delivery as soon as possible and submit bill, properly certified, showing your lowest acceptable price to the Navy Regional Finance Office named herein.

If total price of this order will exceed the above monetary limitation or if you cannot furnish material in exact accordance with the description set forth herein, IMMEDIATELY notify the Contracting Officer, Navy SPCC, Code 7741, Mechanicsburg, Pa., 17055 giving your quotation or proposed substitution or changes and WITHHOLD PERFORMANCE PENDING REPLY.

TIME OF DELIVERY (Only the block(s) marked with an "X" apply)

☐ Consignee requested delivery by (For information only)

☐ Supplier is requested to indicate earliest possible delivery date on pre-addressed Order Acknowledgment Card and mail promptly.

☒ Shipment earlier than the date specified in the "Date(s) of Delivery" block on Sheet 1 of this purchase order is authorized and requested whenever possible.

SPECIAL MARKINGS indicated below will be placed only on shipping papers and shipping containers and will be in addition to other markings required:

TCN N08710 8218 0203 RDD

FROM LE5

TP 3

"FAST PAY"

METHOD OF SHIPMENT

The supplies to be furnished hereunder shall be shipped in accordance with the clause(s) marked with an "X" below.

☐ Air Parcel Post ☐ Parcel Post, if the gross weight will not exceed 70 pounds and the combined length and girth of the shipping container will not exceed 100 inches and Postal Regulations permit; Ship to:

F.P.O. SAN FRANCISCO, CALIF. 96601

The FPO or APO address shall be used for parcel post only; DO NOT use for shipments to an aerial or water port of embarkation or via other than mail service.

If material exceeds parcel post limitations, or parcel post is not authorized, ship supplies prepaid in accordance with block marked with an "X" below.

☐ The Navy Transportation Coordinating Office shall be contacted by telephone call for routing and consignment instructions. Calls should not be made until material is ready to move. Military Shipment Labels, DD1387, 1387-1, 1387-2 and "999", as applicable, shall be used for other than postal shipments (See MIL-STD-129).

Suppliers located in Minnesota, Iowa,
Missouri, Arkansas, Louisiana and
states east thereof

NTCO, Norfolk, Va.
Area Code 703
444-7381

Suppliers located in states west of
the above named

NTCO, Alameda, Calif.
Area Code 415, 869-4017

☒ Contact the Transportation Office at DCASD, NEWARK, 240 ROUTE 22, SPRINGFIELD, N.J. for designation of water port, method of shipment, MILSTAMP support and TCMD documentation. 07081

☐ Deliver supplies to consignee specified in the "Ship To" block on Sheet 1 or in the schedule of this purchase order via commercial air freight when less than 1,000 pounds and truck cannot deliver overnight (if 1,000 pounds or more contact the appropriate Navy Transportation Coordinating Office listed above)

☐ Deliver supplies to consignee specified in the "Ship To" block on Sheet 1 or in the schedule of this contract via the most economical surface carrier.

PREPARATION OF MATERIAL FOR DELIVERY

Material shall be prepared for delivery in accordance with NAVY SHIPS PARTS CONTROL CENTER publication, entitled "PREPARATION FOR DELIVERY" (4ND-SPCC-P-4030/13) dated Jun 1968. Instruction sheet of such publication which is applicable to this document will be specified in the schedule.

CONTROLLED MATERIALS (SMALL ORDERS)

The supplier shall follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of the Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to fill this order.

CHANGES IN DESIGN, MATERIAL, SERVICING OR PART NUMBER

Except for Code 1 changes, which shall be processed as provided in the code statement shown below, no substitution of items shall be made until the Contracting Officer, SPCC, has been notified and approval has been given by issuance of a written change order. When any change in design, material, servicing or part number is made to replace or substitute any item to be furnished hereunder, the Contractor shall furnish, for the item to be substituted, a detail drawing and an explanation of the reason for the change or a detailed description of the change, explaining the reason therefor. If finished detail drawings are not available, shop drawings in the form used by the manufacturer will be acceptable. When notifying the Contracting Officer of the reasons for making substitutions, the type of change shall be indicated in accordance with one of the following statements:

CODE

1. PART NUMBER CHANGE/MINOR DESIGN CHANGE - If the Manufacturer's Part Number or Item Design indicated hereon has changed, but form, fit and function of the item are not affected thereby, supply the item and advise SPCC immediately of the new part number, furnishing a detail drawing and/or a detail description of the change as applicable.

4. Assembly (or set or kit) not furnished - use following detail parts.

5. Part not furnished separately - use assembly.

22. Part redesigned - new part replaces old. Old part cannot replace new.

23. Part redesigned - parts not interchangeable.

30.91 PRICE WARRANTY (AUG 1967)

The Contractor warrants that the prices of the items set forth herein are as low as those charged by the Contractor to any commercial or nongovernmental customer purchasing the same items in like or smaller quantities under similar conditions.

NOT APPLICABLE

SOUTH CAROLINA SALES TAX

This purchase is exempt from South Carolina sales tax pursuant to section 65-1404(13) of the South Carolina Code.

MONETARY LIMITATION - The following clauses apply if Clause 5.1 entitled "MONETARY LIMITATION" is specified on Page 2. If total price of this order will exceed the monetary limitation specified on Page 1, or if you cannot furnish material in exact accordance with the description set forth herein, notify the Contracting Officer, Navy Ships Parts Control Center, Code 7741, Mechanicsburg, Pa., IMMEDIATELY, giving your quotation or proposed substitution or changes and WITH-HOLD PERFORMANCE PENDING REPLY.

If the supplies can be furnished as specified in this order and within the monetary limitation, the supplier is requested to (a) mail promptly the pre-addressed Order Acknowledgement Card with the earliest possible delivery date and estimated total order price indicated thereon; and (b) make delivery as soon as possible and submit bill, properly certified, showing your lowest acceptable price to the Navy Regional Finance Office named in block 15.

17.15 PRICE JUSTIFICATION

If the total price exceeds the monetary limitation established in this order, you are required to furnish a written justification for the price requested. This justification may take the form of extracts from a published commercial price catalog, a statement that the price represents that which is offered to your most favored customer, or you may indicate the last purchase order, customer, price, quantity and date to whom the item was last sold. If the foregoing circumstances are not applicable you may indicate, in general terms, what factors, such as packaging, minimum quantities, setup charges, etc., constitute the justification for your price. Forward this data to Ships Parts Control Center, Mechanicsburg, Pa. 17055 Attn: Code 770.

SCHEDULE CONTINUED (Special Small Purchase Order)

4ND-SPCC-4275/25 (REV 1-69)

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED:

Supplies are of domestic origin unless otherwise indicated by quote. The Government reserves the right to consider quotations or modifications thereof received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

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 (one copy shall be marked "Original") 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 sail 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 sails 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 for 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. 103-4) 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. **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.

9. **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 other 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.

10. **GRATUITIES** - (a) The Government say, 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 of a contract, 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.

11. **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.

12. **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. 151), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

13. **COMMERCIAL WARRANTY** - The Contractor agrees that the supplier or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

14. **PRIORITIES, ALLOCATIONS AND ALLOTMENTS DEFENSE MATERIALS SYSTEM** - When the amount of the order is \$500 or more the Contractor shall follow the provisions of DMS Reg. 1 and all other applicable regulations and orders of the Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to fill this order.

15. FAST PAYMENT PROCEDURE (1968 SEP)

(a) **GENERAL** - This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES** - Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specific destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government.

(c) **PREPARATION OF INVOICE** - (1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. In shipments by either post office or common carrier, the Contractor shall either (A) cite on his invoice the date of shipment, name and address of carrier, bill of lading number or other shipment document number, or (B) attach copies of such documents to his invoice as evidence of shipment. In addition the invoice shall be prominently marked "Fast Pay." In case of delivery by other than post office or common carrier, a receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery. (2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes.

(d) **CERTIFICATION OF INVOICE** - The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

A REQUIREMENT THAT OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY".

18. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor)

SERVICE CONTRACT ACT OF 1965 - The Contractor and any subcontractor hereunder shall pay all of their employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.25 per hour as of January 20, 1966) and are subject to the regulations of the Secretary of Labor thereunder (29 C.F.R. Part 4).

ADDITIONAL GENERAL PROVISIONS

17. **CHANGES** - The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changes by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. **TERMINATION FOR DEFAULT** - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 19.

19. **TERMINATION FOR CONVENIENCE** - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VII of the Armed Services Procurement Regulation, in effect on this Contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

20. **ASSIGNMENT OF CLAIMS** - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 151). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See clause 12).

ACCEPTANCE

The Contractor hereby accepts the offer represented by this numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth, and agrees to perform the same.

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

REMARKS

17.19 PRICE REPRESENTATION

The Contractor represents that:

- (1) () The items set forth herein are catalog priced items and the prices quoted herein are not in excess of the catalog price reduced by any standard discount applicable to similar sales.
- (2) () The items set forth herein are not catalog priced items, but do have an established price in an open market having purchasers besides the Government; and the prices quoted herein are not in excess of this established market price.
- (3) () The items set forth herein are catalog priced items or have an established market price, but the prices quoted herein are in excess of such price because
- (4) (✓) Other price representation (if none of the above is applicable, indicate the basis for establishing the price and its relationship to prices charged other customers):
PRICE IS ESTABLISHED FOR THE GOVT. USING THE SAME BASIS AS COMPARABLE ITEMS, EQUAL TO OR AT LOWER COSTS THAN CHARGED COMMERCIAL USERS.

CAUTION: FALSE STATEMENTS MAY SUBJECT THE CONTRACTOR TO PENALTIES PROVIDED BY STATUTE AND REGULATION.