

PG 1 OF 2		ORDER/RECEIPT NO. <b>N00228-68-M-E757</b>		CONTRACT NO.		<b>BB ORDER FOR SUPPLIES OR SERVICES</b>	
DO RATING *		DATE OF ORDER <b>10/10/67</b>		REQUISITION NO./PURCHASE AUTHORITY <b>N0871072292002 &amp; 2003</b>		DISCOUNT TERMS <b>Net</b>	
ISSUED BY <b>Naval Supply Center (Code 200) Oakland, California 94625</b>		MAIL INVOICES TO <b>Naval Supply Center Oakland, California 94625</b>		<input type="checkbox"/> Code 102.114 <input checked="" type="checkbox"/> Code 102.121		DELIVERY F.O.B. <input type="checkbox"/> VENDOR'S PLANT <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See schedule)	
SHIP TO <b>See Attached Instructions</b>		PAYMENT WILL BE MADE BY <input type="checkbox"/> SEE BELOW <input type="checkbox"/> NAVY REGIONAL FINANCE CENTER, NSC, OAKLAND, CALIF. <input checked="" type="checkbox"/> D.O., NSTS PAC, NSC, OAKLAND, CALIF <input type="checkbox"/> D.O., USN SHIPYARD		DELIVER TO F.O.B. POINT ON OR BEFORE <b>11/30/67</b> DAYS AFTER <input type="checkbox"/> DATE OF ORDER <input type="checkbox"/> RECEIPT OF ORDER			
TO (Contractor and address) <b>Westinghouse Electric 1 Maritime Plaza San Francisco, Calif. 94111</b>		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		G.O. VOUCHER NO.  PAID BY:	
Deliver by 9:00 PM if by truck.							
<input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/> DELIVERY <input type="checkbox"/> CASH		Reference your <b>EX 2-5353</b> please furnish the following on the terms specified on both 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. 2804(a)(8) if within the U.S., its possessions or Puerto Rico; if otherwise, under 2804(a)(6).					
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. <span style="float:right">FOLD</span>							
This cash purchase receipt is subject to instructions contained on this side only of this form. <b>MARK ALL PACKAGES AND PAPERS WITH CONTRACT/ORDER NO., REQUISITION NO., AND PRIORITY 06-235</b>							
THE UNITED STATES OF AMERICA BY: <b>F. HILL</b> <span style="float:right">Contracting/Ordering Officer</span>							
VIS <b>10/16/67</b> ACCOUNTING CLASSIFICATION (REVISED 7-65)							
APPROPRIATION SYM. & SUBHEAD		OBJECT CLASS		BUREAU CONTROL & SUBALLOT. NUMBER		AUTH. ACCTG ACTIVITY	
<b>17X4912.3302</b>		<b>-</b>		<b>77777/-</b>		<b>62383</b>	
ITEM NO.		QUANTITY (No. units)		UNIT		UNIT PRICE	
<b>1</b>		<b>1</b>		<b>EA</b>		<b>31.40</b>	
<b>2</b>		<b>1</b>		<b>EA</b>		<b>17.40</b>	
SCHEDULE OF SUPPLIES OR SERVICES <b>Gear, Pump Driver, P/N 5H297-1 Style #P/N 7500794 Cup Valve (Item 5)</b>  <b>check 7214 - 0214 \$ 216</b>							
PACK THIS PURCHASE ORDER SEPARATELY.. DO NOT COMBINE WITH OTHER ORDERS.. <b>DMS REG.. #1, DO</b>							
CHECK NO. OR <input type="checkbox"/> CASH		DATED		FOR (Amount)		<b>\$ 48.80</b> 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		BY		DIFFERENCES INITIALS	
(Signature and title of Certifying Officer)		TITLE		AMOUNT VERIFIED CORRECT FOR			
SHIPMENT NUMBER <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL		RECEIVED AT		S/R ACCOUNT NO.		S/R VOUCHER NO.	
Quantities in "Quantity Accepted" column have been <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED by me and conform to contract. Items listed on reverse side have been rejected for reasons indicated.		DATE RECEIVED		TOTAL CONTAINERS		STORAGE LOCATION	
		LOCATION		GROSS WEIGHT		S/L NO.	
		RECEIVED BY		* Certified for National Defense use under DMS Reg. 1 <b>SEE REVERSE SIDE FOR REJECTIONS</b>			

DD FORM 1155

1 APR 64

51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

12ND NSC 4270/18 (2-67) Replaces 12ND NSC 4270/12, 4270/4, &amp; 4270/16, which may be used.

STOCKED BY PURCHASE

10/10

IF BLOCK IS CHECKED THIS IS A CONFIRMING ORDER

**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 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 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. 101-104) 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 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.
10. **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.
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. 15), 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 supplies 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 cause 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 -

- a. **GENERAL** - This is a fast payment order. Invoices will be paid on the basis of the Contractor's certification thereon that articles listed on the order were delivered on a specified date 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 specified 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 these supplies were delivered by the Contractor to a post office or common carrier. For supplies delivered by means other than post office or common carrier, such ninety (90) day period shall commence from the date these supplies were delivered to the point of first receipt by 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 post office or carrier, bill of lading number or other shipment document number, or (B) attach copies of such documents to his invoices as evidence of shipment. In the 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. Regardless of delivery method the invoice shall include the following signed certification.

"I hereby certify that I did ship on (date) via the (method of shipment) or deliver on (date) in accordance with shipping instructions issued by the ordering officer, supplies in the quantities shown hereon and that such supplies are in the quantity and of the quality designated by the cited purchase order. This statement is furnished to support payment of invoice."
  - (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.

#### OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

16. (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 changed 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 VIII 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. 15). 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

PG2 OF 2	ORDER/IFB/RFP/RFQ N00228 -68-,-E757	CONTRACT/REQUISITION NO.	SCHEDULE/CONTINUATION SHEET
ISSUED BY Naval Supply Center (Code 200) Oakland, California 94625		NAME OF BIDDER OR CONTRACTOR Westinghouse Electric	

MARK ALL PACKAGES AND PAPERS WITH CONTRACT AND/OR ORDER NUMBER

A. Blocks checked below are applicable to this order.

- ☐ 1. Attached TCMD (DD Form 1384)
- ☐ 2. Ship to: MOTBA, Bldg. 1, Wing 3  
Oakland Army Base  
Oakland, Calif. 94626
- ☒ 3. Ship to: Naval Supply Center, Bldg. 212  
Oakland, Calif. 94625
- ☐ 4. Domestic-Immediate Use, "Level C", Packaging, Packing & Marking.
- ☐ 5. Mark for Stock, Mail invoice(s) to Code 102.114.
- ☒ 6. Identification:
  - (a) Stock Number/Part Number
  - (b) Item Description
  - (c) Quantity & Unit
  - (d) Level of Protection
  - (e) Gross Wt & Cube
- ☒ 7. Contract/Purchase Order:
  - (a) Number
  - (b) Requisition(s)
  - (c) Name & address of Prime Contractor
- ☐ 8. Domestic Address Marking:
  - (a) \_\_\_\_\_ (Consignor's Name)  
\_\_\_\_\_ (Consignor's Address)
  - (b) 3DK, MOTBA, Bldg. 1, Wing 3  
Oakland Army Base  
Oakland, Calif. 94626
- ☒ 9. Domestic Address Marking:
  - (a) WESTINGHOUSE ELECTRIC (Consignor's Name)  
SAN FRANCISCO, CALIF. (Consignor's Address)
  - (b) 3DB, Naval Supply Center, Bldg. 212  
Oakland, Calif. 94625
- ☐ 10. Overseas Address Marking: (See enclosed DD Form 1384)  
FOR: USNS POPE TAP 110  
Line 1: \_\_\_\_\_ (TCN, Block 10)  
2: \_\_\_\_\_ (RDD or Code "999", Block 13) \_\_\_\_\_ (Proj. Code,  
Block 14) \_\_\_\_\_ (Transp. Priority, Block 12)  
3: \_\_\_\_\_ (Consignor, Block 3)  
4: \_\_\_\_\_ (Leave Blank)  
5: \_\_\_\_\_ (Leave Blank)  
6: \_\_\_\_\_ (Consignee, Block 11)  
7: \_\_\_\_\_ (Consignee's Shipping Address, Block 11)  
8: \_\_\_\_\_ (Pc No.) \_\_\_\_\_ (Total Pcs) \_\_\_\_\_ (Wt. Each Pc)  
\_\_\_\_\_ (Cube, each Pc)