

CHECKED BOX APPLIES		X ORDER FOR SUPPLIES OR SERVICES				REQUEST FOR QUOTATIONS NO. RETURN COPIES OF THIS QUOTE BY (THIS IS NOT AN ORDER. See DD Form 1155c)				PAGE 1 OF 1	
1. CONTRACT/PURCH ORDER NO. N00228		2. DELIVERY ORDER NO. -70-M-R778		3. DATE OF ORDER 70 Mar 09		4. REQUISITION/PURCH REQUEST NO. N6238393467002		5. CERTIFIED FOR NA- TIONAL DEFENSE UND- DMS REG 1 DO C9e			
6. ISSUED BY: CODE 104 NAVAL SUPPLY CENTER OAKLAND, CA. 94625		CODE N00228 MAIL INVOICES TO: CODE 305.24 CODE 305.26 CODE 403		7. ADMINISTERED BY: (If other than 6)		CODE		8. DELIVERY FOB DESTINATION VENDOR'S PLT OTHER (See Schedule If other)			
9. CONTRACTOR/QUOTE NAME AND ADDRESS 415-826-7011 Phillips & Ober Electric Supply 1234 Indiana St. San Francisco, Calif. 94107		CODE		FACILITY CODE		10. DELIVER TO FOB POINT BY: 70 Apr 06		11. CHECK IF SMALL BUSINESS <input checked="" type="checkbox"/>			
11. CONFIRMING ORDER - DO NOT DUPLICATE		CODE		12. ATTACH ONE COPY OF ORDER TO CASE ONE OF SHIPMENT		13. DISCOUNT TERMS net 30 days		14. MARK PAPERS WITH BLOCKS 1 & 4 ABOVE 15. MAIL INVOICES TO: BLOCK 6 <input checked="" type="checkbox"/> BLOCK 14 same as payment			
14. SHIP TO: MSTSPAC ELECTRONICS DIV BLDG 310-5 NSC OAKLAND, CA. 94625 FOR: USNS WEIGEL T-AT 119 ** IF EXCEEDS P.P. LIMITS-SHIP TO: (Block 6), Bldg. 212		CODE		15. PAYMENT WILL BE MADE BY: ** AIR PARCEL POST AIR FREIGHT FOR: (Block 14)		CODE		16. MARK ALL PKGS. with 1&4 above &PRI: 06 RDD: PROJ: LK2			
17. THE ORDER DELIVERY PURCHASE		This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your written quote/70 Jan 21/Polkinghorne									
		with the following on terms specified herein, including; for U. S. purchases, General Provisions of Purchase Order on DD Form 1155r (Except CLAUSE NO. 13 APPLIES ONLY IF THIS BOX <input type="checkbox"/> IS CHECKED, and NO. 15 IF THIS BOX <input checked="" type="checkbox"/> IS CHECKED); special provisions 10 USC 2304(a)(3) or as specified in the schedule if within the U. S., its possessions or Puerto Rico; if otherwise, under 2304(a)(6). <input type="checkbox"/> If checked, Additional General Provisions apply; Supplier shall sign "Acceptance" on DD Form 1155r and return copies.									
18. EK/pa 70 Mar 09		ACCOUNTING AND APPROPRIATION DATA - ACCOUNTING CLASSIFICATION (REV. 7-65)									
ITEM NO.	APPROPRIATION SYMBOL AND SUBHEAD	OBJECT CLASS	BUREAU CONT. NO.	SUB- ALLOT.	AUTHN' ACCTG ACTY	TRANS. TYPE	PROPERTY ACCTG ACTY	COUN- TY	COST CODE		AMOUNT
	17x4912.3302	000	77777	0	062383	2E	000000		518500008719		
19. ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES PACK THIS ORDER SEPARATELY-DO NOT COMBINE WITH OTHER ORDERS							20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
1.	Switch, Automatic transfer, normal to emergency with 1-3 second time delay; emergency to normal adjustable time delay 1-30 minutes. 2-poles, 120 VAC, 1 PH. 60 HZ, 80 A. W/3 Auxiliary contacts @ 20 A. Ratings overall size not to exceed 24" W. X 16" H. X 8";, ASCO type # 940280 32.							1	ea		715.00
<input checked="" type="checkbox"/> Price Carrier's Equip. or post office at: Florham Park, N.J. Transportation costs estimated at \$ 10.00 Invoice & attach Carrier's receipt (except parcel post).		<input checked="" type="checkbox"/> RESPONSIBILITY FOR INSPECTION (1968 SEP) (ASPR 7-103.5(e)). Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein.									
* If quantity accepted by the Government is same as quantity ordered, indicate by check. If different, enter actual quantity accepted before quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: E. BELL								25. TOTAL 715.00	
26. QUANTITY IN COLUMN 20 HAS BEEN: <i>not later than 60 days</i>		27. CONTRACTING/ORDERING OFFICER E. BELL								29. DIFFERENCES	
<input type="checkbox"/> RECEIVED		<input type="checkbox"/> INSPECTED		<input checked="" type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		28. D.O. VOUCHER NO.		30. INITIALS			
Date <i>15 Mar 09</i>		(Signature of authorized Government representative)		29. PAYMENT PARTIAL COMPLETE FINAL		32. PAID BY receipt, Damage or order, of supplies specifications of the notifications of the order should		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY that this account is correct and proper for payment		(Signature and title of Certifying Officer)		37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED		34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R VOUCHER NO.		35. BILL OF LADING NO.	

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED:

Supplies are of domestic origin unless otherwise indicated by quoter. 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 United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein.

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 - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

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. 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. 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.

REMARKS

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 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 -

(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 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 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.

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 - Except to the extent that an exemption, variation, or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract no less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (\$1.60 per hour). However, in cases where section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

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 reprocuring 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 and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 19. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

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