

PURCHASE ORDER

WAR DEPARTMENT

DATE 23 DECEMBER 1944

W.D. ESTABLISH-
MENT, OFFICE OR
STATION AND
ADDRESS

OFFICE OF THE Q. M. S. O.
UTAH ARMY SERVICE FORCES DEPOT
WEST 2ND STREET
OGDEN, UTAH

CONTRACT NO. (IF ANY) W 42-015-OM-303

ORDER NO. WRA 187-45

REQN. NO. EDEN 313

THESE NUMBERS MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER.

TO: EDDY'S BAKERY
POCATELLO,
IDAHO.

FOR METHODS OF PRESENTING INVOICES OR VOUCHERS, SEE GENERAL PROVISION 1.

1451710.001.08-2600

SHIP TO: PROJECT DIRECTOR, MINIDOKA WAR
RELOCATION PROJECT, TRUCKHEAD:
HUNT, IDAHO. RAILHEAD: HUNT SIDING, IDAHO.

THE SUPPLIES AND SERVICES TO BE OBTAINED BY THIS INSTRUMENT ARE AUTHORIZED BY, ARE FOR THE PURPOSE SET FORTH IN, AND ARE CHARGEABLE TO THE FOLLOWING ALLOTMENTS, THE AVAILABLE BALANCES OF WHICH ARE SUFFICIENT TO COVER THE COST THEREOF:

SCHEDULE OF DELIVERIES: SEE BELOW.
ON OR BEFORE

~~PAYMENT WILL BE MADE BY FINANCE OFFICER AT FORT DOUGLAS UTAH~~
SEE BELOW.

In accordance with your price list / oral quotation / written quotation of 26 DEC. 1944, 19.....
PLEASE FURNISH the following on the terms specified on both sides of this page and on the continuation sheets numbered to inclusive, attached hereto, including delivery f.o.b. CAMPSITE MINIDOKA WAR PROJECT, LOCATED 5 MILES NORTH OF EDEN, IDAHO.

METHODS OF PACKING, MARKING and SHIPPING shall be as provided herein except as otherwise directed by the Contracting Officer.

INSPECTION POINTS: DESTINATION.

Priority..... Allotment No. W-7 Preference Rating

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
DELIVERY: TO BE DELIVERED DAILY OR AS CALLED FOR DURING THE PERIOD 1 JANUARY 1945 THRU 31 MARCH 1945.					
1	BREAD, FRESH, WHITE, RICH FORMULA, SLICED WRAPPED, CLASS A TYPE 1, STYLE A, FED. SPEC. EE-B-671A	180,000	LBS.	.074	13,320.00
PAYMENTS TO BE MADE BY THE PROJECT DIRECTOR, MINIDOKA WAR RELOCATION PROJECT, EDEN, IDAHO. ALL INVOICES ARE TO BE SUBMITTED TO THE PROJECT DIRECTOR IN TRIPLICATE AND PROPERLY CERTIFIED.					
THE PROJECT DIRECTOR WILL FORWARD A COPY OF COMPLETED RECEIVING REPORT TO THE OFFICER IN CHARGE PROCUREMENT DIVISION UTAH ARMY SERVICE FORCES DEPOT, OGDEN, UTAH.					
THE QUANTITIES OF ITEMS SET FORTH HEREIN ARE ESTIMATED ONLY, AND THE CONTRACTOR WILL BE REQUIRED TO DELIVER ALL ITEMS WHICH MAY BE ORDERED DURING THE CONTRACT PERIOD, AT THE PRICES STIPULATED HEREIN.					
CONTINUED ON PAGE 2					TOTAL

This order is authorized by and negotiated under the First War Powers Act, 1941 (Public 354, 77th Cong.), and Executive Order No. 9001 (Dec. 27, 1941).

By HOLLIS F. SHELDON 1ST LT., OMC.
Contracting Officer
Title

GENERAL PROVISIONS

1. PAYMENTS a. To obtain payment, properly certified invoices in QUADRUPPLICATE must be forwarded to: FISCAL OFFICER, UTAH ARMY SERVICE FORCES DEPOT, SECOND STREET, OGDEN, UTAH and contain the following certificate:

I hereby certify that the above bill is correct and just; that payment therefor has not been received; that all statutory requirements as to American production and labor standards and all conditions of purchase applicable to the transaction have been complied with; and that the State and Local sales taxes are not included in the amounts billed.

FIRM SIGNATURE.....

TITLE.....

b. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1000.00 or 50 percent of the total amount of the contract.

2. INSPECTION.—Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud or such gross mistakes as amount to fraud. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

3. VARIATION IN QUANTITIES.—Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 per cent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

4. NOTICE OF SHIPMENTS.—At the time of delivery of any of the following types of shipments to a carrier for rail, motor or water commercial transport, the contractor shall give notice to the consignee establishment including date, route, size and brief general description of the supplies being shipped: (a) shipments of one carload or more consigned to ports of embarkation, depots, arsenals and arsenal plants; (b) shipments of ammunition or gasoline of one carload or more, and shipments of ten carloads or more regardless of the character of the supplies, consigned to any War Department installation or unit of the Army. In the case of shipment to port of embarkation, the notice shall be by prepaid telegraph or teletype; if such shipment is "classified", all classified information shall be omitted and such general terminology substituted therefor as is permissible under security regulations. In respect to the other types of shipments, prepaid telegraph or teletype notice shall be used, except that (i) the contracting officer may permit mail or airmail notice (which may consist of bills of lading, or shipping tickets, or copies of War Department shipping documents) to be substituted if such notice will normally arrive 24 hours prior to arrival of shipment; (ii) if the shipment is "classified," registered mail or registered airmail notice addressed personally to the commanding officer of the consignee establishment and transmitted in double envelopes, or such other method of notice as the contracting officer may specify, shall be used exclusively. A shipment is "classified" within the meaning of this Article if the contracting officer so indicates, or if it is made under a contract marked secret, confidential, or restricted.

5. TAXES.—Unless otherwise indicated in this contract, (A) the prices herein do not include any state or local sales, use or other tax from which the Contractor or this transaction of the procurement of these supplies is exempt, and (B) the prices herein include all applicable Federal taxes and other applicable state and local taxes in effect at the date of this contract. Upon request of the Contractor the Government will issue tax exemption certificates or furnish other similar proof of exemption with respect to the taxes excluded from the price. Where any duties or taxes have been included in the contract price and a refund or drawback is obtained by the Contractor by reason of the export or re-export of supplies covered hereby, or of materials used in the performance of this contract, the amount of such refund or drawback will be paid over to the Government or credited against amounts due from the Government under this contract; provided, however, that the Contractor shall not be required to apply for such refund or drawback unless so requested by the Contracting Officer.

6. WALSH-HEALEY ACT.—If this contract is for an amount in excess of \$10,000, the representations and stipulations required by Section I of the Act of June 30, 1936 (Walsh-Healey Act, Public No. 846, 74th Cong.) to be included in all contracts therein specified, are hereby incorporated and made a part of this contract with the same force and effect as if fully set forth in the contract. Such representations and stipulations shall be subject to all applicable regulations, determinations, and exceptions of the Secretary of Labor now or hereafter in effect.

7. EIGHT-HOUR LAW.—No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than 8 hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of 8 hours per day and work in excess of 8 hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this article a penalty of \$1 shall be imposed upon the contractor for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than 8 hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit

of the Government: PROVIDED: That this stipulation shall be subject in all respects to the exceptions and provisions of U. S. Code, title 40, sections 321, 324, 325 and 326, relating to hours of labor, as modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime.

8. ANTI-DISCRIMINATION.—(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. CONVICT LABOR.—The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

10. CHANGES.—Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly.

11. DELAYS-DAMAGES.—If the Contractor refuses or fails to perform this contract within the time specified, or any extension thereof, the Government may, by written notice, terminate the right of the Contractor to proceed with deliveries or with such part or parts thereof as to which there has been delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this General Provision II if the delay is due to causes beyond the control and without the fault or negligence of the Contractor including without being limited to, any preference, priority or allocation order issued by the Government or any other act of the Government.

12. DISPUTES.—Except, as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement shall be decided by the contracting officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing, the Contractor may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

13. ASSIGNMENT OF RIGHTS HEREUNDER.—(a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment with each of the following:

- (i) General Accounting Office;
- (ii) the Contracting Officer;
- (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;
- (iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which had been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

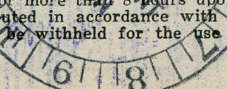
(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

14. 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.

15. COVENANT AGAINST CONTINGENT FEES.—The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

16. DEFINITIONS.—Except for the original signing of this contract and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.



CONTINUATION SHEET

Sheet No. 2

ITEM NO.	SUPPLIES AND SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>DELIVERY OF BREAD WILL BE MADE IN A SUITABLE CONTAINER WHICH WILL NOT BE INCLUDED IN THE PRICE OF THE BREAD.</p> <p>ALL ITEMS PURCHASED HEREBY SHALL CONFORM IN ALL RESPECTS TO THE PROVISIONS OF THE FEDERAL FOOD DRUG AND COSMETIC ACT.</p>				
		<p>TOTAL</p>			

COPY SENT
 PROCUREMENT ✓
 FISCAL /
 STEWARD ✓
 DATE JAN 3 1945