

C O P Y

PDC 160

SUBJECT: Approval of Award Covering the Rehabilitation of Trans-
mitting Station, FEC-1842

who are familiar with this particular installation and who are therefore, competent to supervise the repair work required.

f. Type of Contract:

This is a Fixed-Price Contract.

g. Total Amount:

The total amount of this contract is \$147,105.83.

h. Authority:

The contract was negotiated pursuant to authority of the Armed Services Procurement Act, Public Law 413 - 80th Congress, and Paragraph 3-210, Armed Services Procurement Regulations, 19 May 1948.

2. Approval of award to the Ministry of Telecommunications in the amount indicated in paragraph 1 (g) above is recommended in the best interests of the Government.

WAYLON E. SCOTT
Colonel, Arty
Contracting Officer

C O P Y

HE/CCZ/DLL/jo
G-4 ROUTING
AC/S

Ltr, Hq JLCOM, AGPDO 160, subj: Approval of Contract, 4 Dec 50

AG 160 (4 Dec 50)CE 1st Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 21 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

1. Subject request for approval of award of contract number DA-92-502-FEC-2994 to the Isuzu Motor Company, Ltd. is not favorably considered as the price contained therein for four (4) ton dump trucks is excessive.

2. The District Engineer, Okinawa Engineer District, has been advised informally of this action. It is suggested that further procurement action be suspended by your office on this request and that the Okinawa Engineer District be advised accordingly.

BY COMMAND OF GENERAL MacARTHUR:

H. FRAZIER
Major, AGC
Asst Adj Gen

2 Incls
n/c

MEMO FOR RECORD:

By basic letter, CG, JLCOM forwarded to CINCFE proposed contract with Isuzu Motor Co., Ltd. Tokyo, for approval of award as required by Staff Memo 30. Contract covers procurement of 26 4-ton dump trucks at \$4,180. each. Engr Sec, GHQ was assigned action. The Ord Sec, GHQ advised by C/N that the price is considered exorbitant and suggests that OKED procure dump trucks in ZI if they are not available from U.S. Army sources in ZI. DE OKED has been advised by radio phone (Lt. Col. Dunn, Ass't Exec, CHQ to Lt. Col. Ploger, Exec, DE OKED) that award for Isuzu dump trucks is not favorably considered.

Instant indorsement returns contract to JLCOM Proc. Sec. advising that request for approval is not favorably considered and suggests that further procurement action on OKED's request should be suspended, and the DE OKED advised.

D. L. L.

(F)

19279
B



Mr. Tolson, Washington, D.C. (NY 100-100000)

Dear Sir:

Reference is made to your letter of December 15, 1950, and the enclosed copy of the letterhead memorandum (LHM) of the New York Office dated December 14, 1950, captioned as above.

The New York Office is in receipt of the LHM and has advised the New York Office that the same is being reviewed.

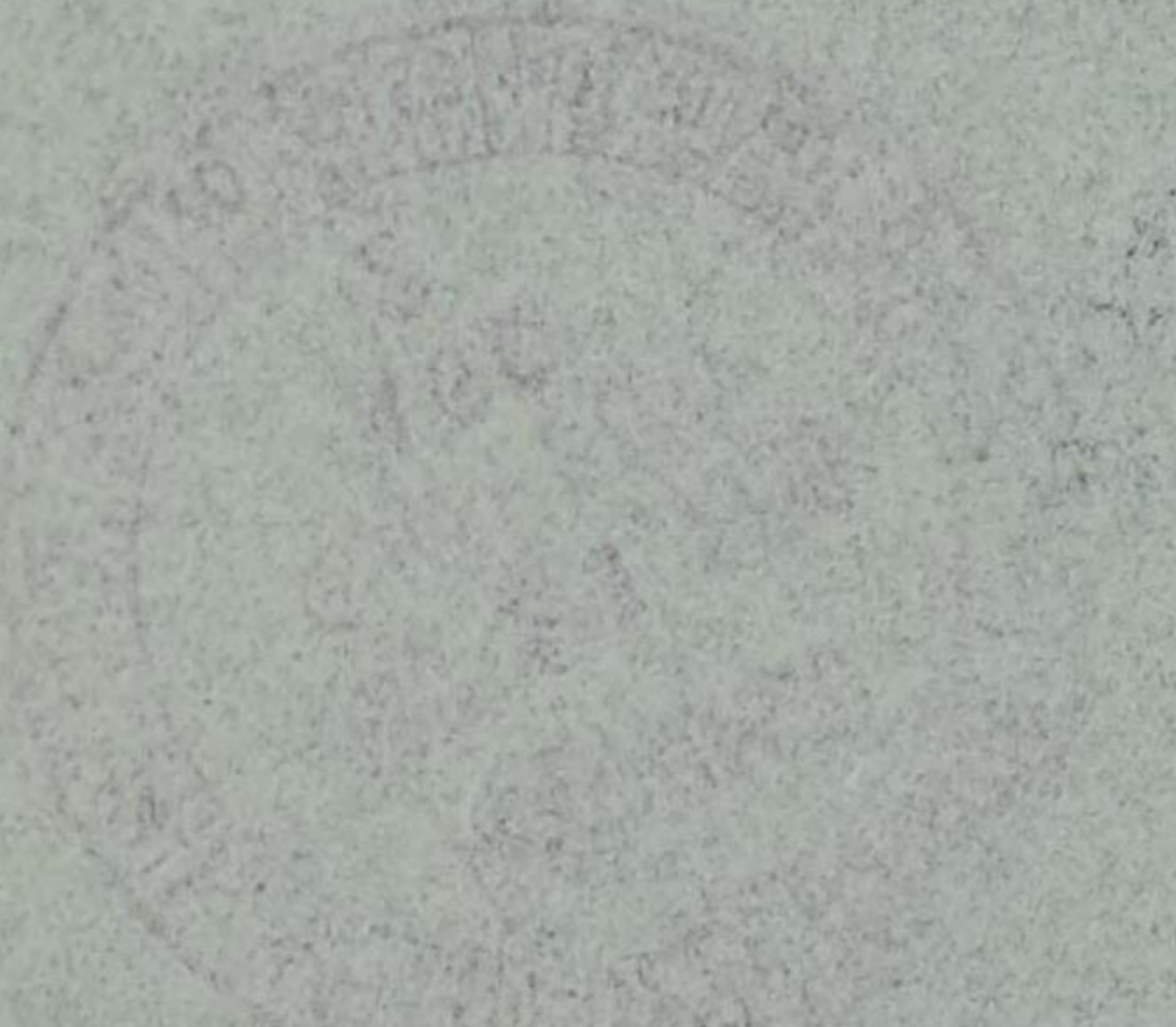
The New York Office is also in receipt of a copy of the LHM of the New York Office dated December 14, 1950, captioned as above, and is advised that the same is being reviewed.

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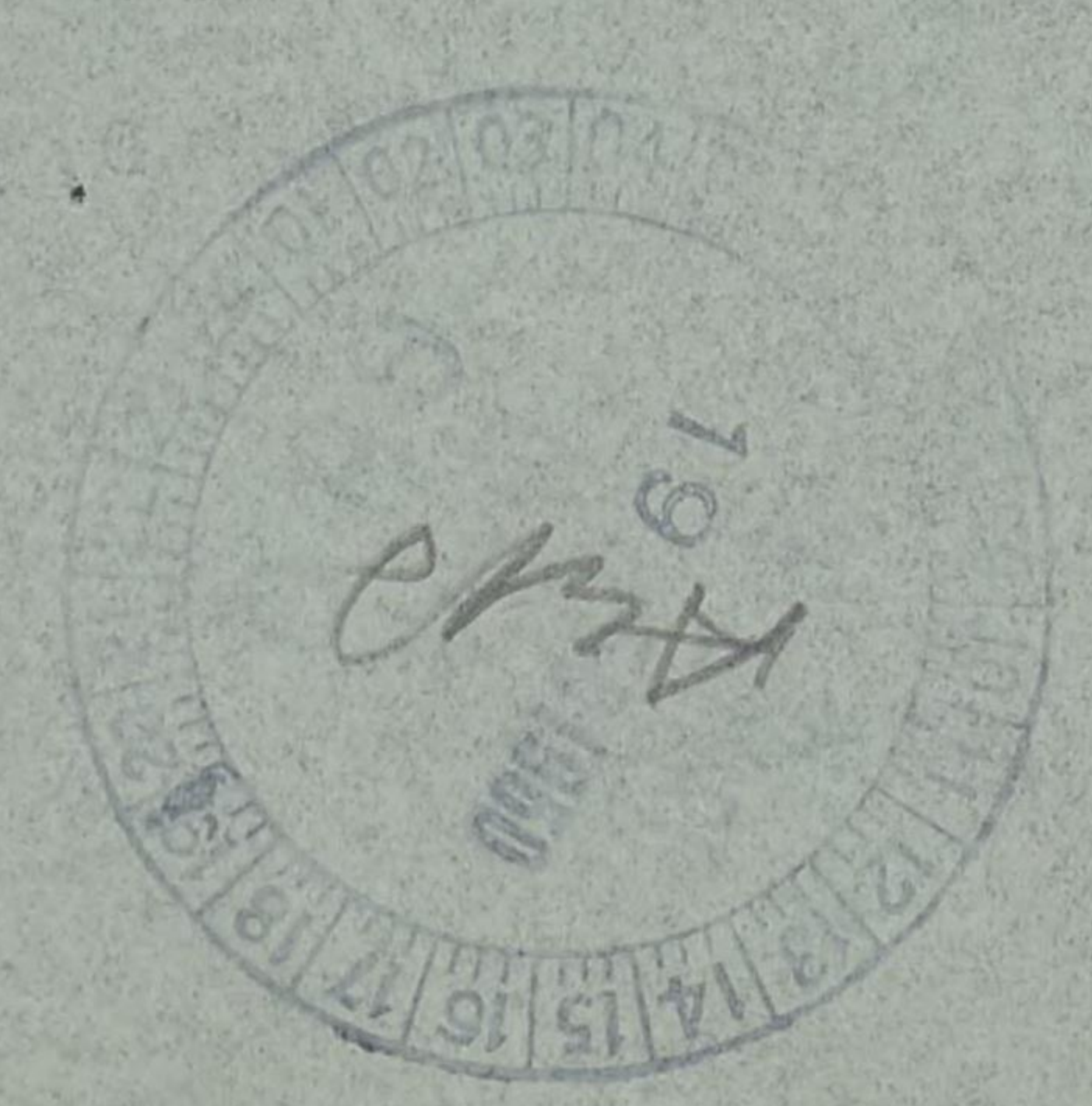
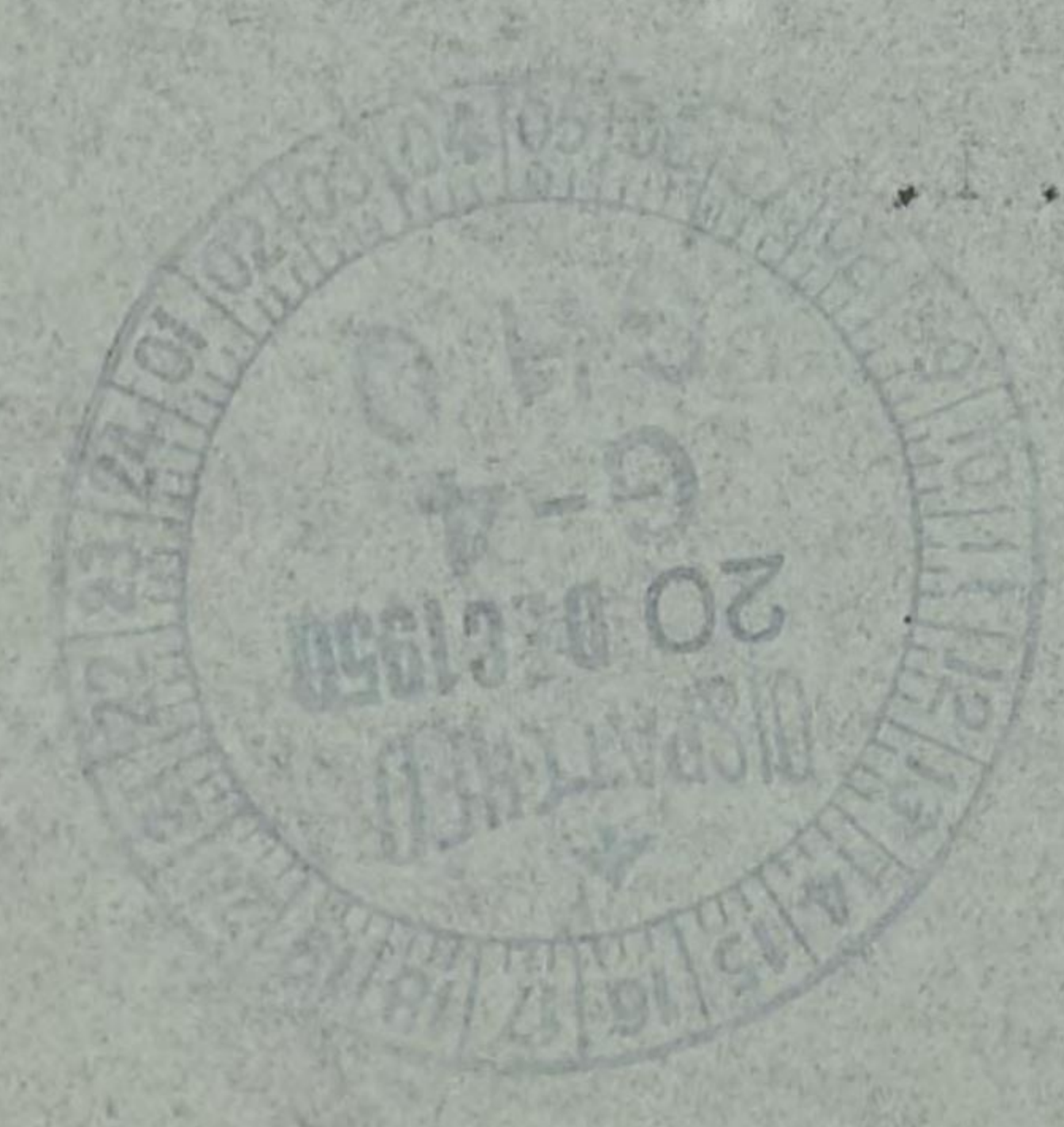
Very truly yours,

(Faint signature)

(Faint name)



By this letter, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 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, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



copy

HEADQUARTERS
JAPAN LOGISTICAL COMMAND
Office of the Commanding General
APO 343

AGPDO 160

4 Dec 1950

SUBJECT: Approval of Contract

TO: Commander-in-Chief
Far East
APO 500
ATTN: Engineer Section

1. Reference is made to paragraph 5-200.4, Joint Procurement Regulations.

2. Your attention is invited to the last paragraph on Page 1 of attached contract. It is requested that this contract be approved as written.

3. Expeditious handling of this approval is requested because any undue delay will bring hardship to the contractor concerned.

FOR THE COMMANDING GENERAL:

2 Incls:

1. Request for Approval of Award FEC-2994 (3 cys)
2. Cy Contract DA-92-502-FEC-2994 (3 cys)

/s/ Dewitt M. Miles
/t/ DEWITT M. MILES
Captain, AGC
Asst Adj General

HB/CCZ/ta

Approval of Award Covering
Subject: Dump Trucks - FEC-2994

From: Engr

To: Ord

It. Col. Z eigler 26-8561
Date: 7 Dec 1950

1. 1. Request review and comment on attached Contract No. DA-92-502-FEC-2994 as to technical sufficiency and reasonableness of price.

2. The letter of transmittal from the Contracting Officer indicated that the price of the dump trucks is in excess of what is considered a fair price but that a lower price could not be negotiated. It is understood that there are contracts in effect now procuring Japanese dump trucks for Ordnance at a materially lower price than the \$4,180.00 indicated in attached contract. Comment is requested therefore as to feasibility of diverting 26 dump trucks from contracts now in effect for Ordnance. It is believed that if 4 ton dump trucks are not available for diversion, 2½ ton dump trucks may be acceptable.

2 Incls

- 1. Cpy of JLCOM Ltr.
- 2. Cont. #2994

-----J. G. C.-----

From: Ord O

To: Engr

Mr. Carter 57-8194
Date: 12 Dec 50

2. 1. Dump trucks are not included on the present contract with Isuzu Motor Co but the cargo truck produced by this company are costing the US Government \$2,020.00 each, as a comparison Nissan cargo trucks presently under procurement cost \$1780,00 and Nissan dump trucks cost \$2,019.00.

2. The Isuzu truck although rated at a capacity of 5-tons by the maker is no heavier than US manufactured 2½-ton truck. The Nissan truck rated by the manufacturer at 4-tons would compare with a US manufactured truck of 2-tons.

3. CINCPAC message CX 58296, 20 July 1950 placed the Ryukyus Command on the US for logistic support. In as much as all tactical type dump trucks being rebuilt in Japan or indigenous vehicles presently under procurement are required for troops in Korea, it is not possible to supply Okinawa District Engineer from these sources.

4. Due to the exorbitant price of \$4,180.00 wanted by Isuzu for these dump trucks, it is suggested that Okinawa District Engineer procure dump trucks in the United States if they are not available from US Army sources in the ZI.

2 Incls

n/c

-----U. N.-----

HEADQUARTERS
JAPAN LOGISTICAL COMMAND
Procurement Section
APO 343

FLO 160

Dec 4 1950

SUBJECT: Approval of Award Covering Dump Trucks - FEC-2994

TO: The Engineer
General Headquarters
Far East Command
APO 500

1. Pursuant to Paragraph 5-200.6, Joint Procurement Regulations, there is submitted herewith information required for approval of award to Isuzu Motor Co., Ltd., for dump truck services.

a. Name and address of contractor:

Isuzu Motor Co., Ltd.
2691 Oi-sakashita-cho, Shinagawa-ku
Tokyo, Japan

b. Location where contract is to be performed:

Contract is to be performed at Isuzu Motor Co., Ltd.,
Kawasaki, Kanagawa-Ken.

c. Brief description of supplies and quantities to be furnished:

This contract is for twenty-six (26) each trucks, dump, diesel car.

d. Past performance of contractor:

This contractor has performed in a very satisfactory manner on previous contracts for the same item.

e. Brief description of delivery schedule:

10 units on or before 31 January 1951.
16 units on or before 28 February 1951.

f. Negotiation Data:

This contract was negotiated directly with Isuzu Motor Company at the request of the Engineer at Okinawa District. Forty (40)

PDO 160

SUBJECT: Approval of Award Covering Dump Trucks - FEC-2994

trucks were purchased previously for Okinawa and were found to be highly satisfactory. They therefore requested that the additional trucks be purchased from this same company to avoid the necessity of stocking parts for other types and makes of trucks. Negotiations were entered into with this company and it was found that the price requested by the company was in excess of what this office considered to be a fair price. The company, however, after several periods of negotiation, refused to reduce their price further. It was therefore decided to write a contract at the price requested and insert the Form 3 Price Revision Article permitting downward revision of the contract at the completion of the contract.

g. Type of Contract:

A fixed-price supply type contract was written with the standard provisions plus downward price revision article.

h. Unit Price and Total Amount:

The unit price of the dum trucks prepared under this contract is \$4,180.00 with a total contract price of \$180,680.00.

i. Authority:

This contract was negotiated under the provisions of Section III, Part 2, Paragraph 3-213 of the Armed Services Procurement Regulations dated 19 May 1948. The basis for using this authorization is as outlined in paragraph "f". It is noted that authorization to procure under this paragraph must be granted by the Secretary of the Army. It is therefore requested that such approval be obtained by radio direct to the Department of the Army in order that these items of equipment can be furnished to Okinawa within their requirement date.

2. Approval of award to Isuzu Motor Co., Ltd., in the amount indicated, is recommended in the best interests of the Government.

/s/ MAYLON E. SCOTT
Colonel, Arty
Contracting Officer

G-4 PLANS AND OPERATIONS

GD P&O WHR/JRD/bsc

20 Dec 50

MEMO FOR RECORD:

SUBJECT: Approval of Contract (#DA-92-502-FEC-2994)

1. By AG routing slip, 18 Dec 50, Engr forwards to AG, thru JA & G-4, a proposed 1st Ind reply to letter, Hq JLCOM, AGPDO 160, subj: Approval of Contract, 14 Dec 50. Basic letter referred to JPR 5-200.4, forwarded the information covered by JPR 5-200.6, and requested approval of the above contract.
2. Contract #DA-92-502-FEC-2994 (Negotiated) entered into 21 Nov 50 with the Isuzu Motor Co., Ltd., Tokyo, Japan covers the purchase of 26 "Isuzu" TX63 (Diesel) 4 ton Dump Trucks (Left Hand Drive) per specifications attached to and made a part of the contract, at \$4,180.00 each, for a total consideration of \$108,680.00.
3. The 1st Ind reply, as proposed by Engr, indicates the subject request for approval of award of contract #DA-92-502-FEC-2994 to the Isuzu Motor Co., Ltd., is not favorably considered as the price contained therein for four ton dump trucks is excessive. Further, that DEOKED has been advised informally of this action, and requests that further procurement action be suspended by Hq JLCOM on this request, and that OKED be advised accordingly. The proposed 1st Ind reply to CG JLCOM is concurred in by JA by initials on the AG routing slip. Recommend G-4 concur by initialing the AG routing slip.
4. Within established policy.
5. Completes action on G-4 Journal No. 19279.

JRD 26-6047

WHR 26-6042

G-4 FILE

JN 19279

ROUTING

JOINT MESSAGEFORM

COMMUNICATIONS CENTER NO.

FROM: (Originator)

CINCFE APO 500

TO:

CG JLCOM APO 343

INFO:

DATE-TIME GROUP 21 December 1950		SECURITY CLASSIFICATION UNCLASSIFIED
PRECEDENCE FOR:	ACTION COURIER	INFORMATION COURIER
<input type="checkbox"/> BOOK MESSAGE	<input type="checkbox"/> ORIGINAL MESSAGE	
<input type="checkbox"/> MULTIPLE ADDRESS	CRYPTOPRECAUTION <input type="checkbox"/> YES <input type="checkbox"/> NO	
REFERS TO MESSAGE:		
IDENTIFICATION D 76632 PDO 15 Dec	CLASSIFICATION 50 UNCLASSIFIED	

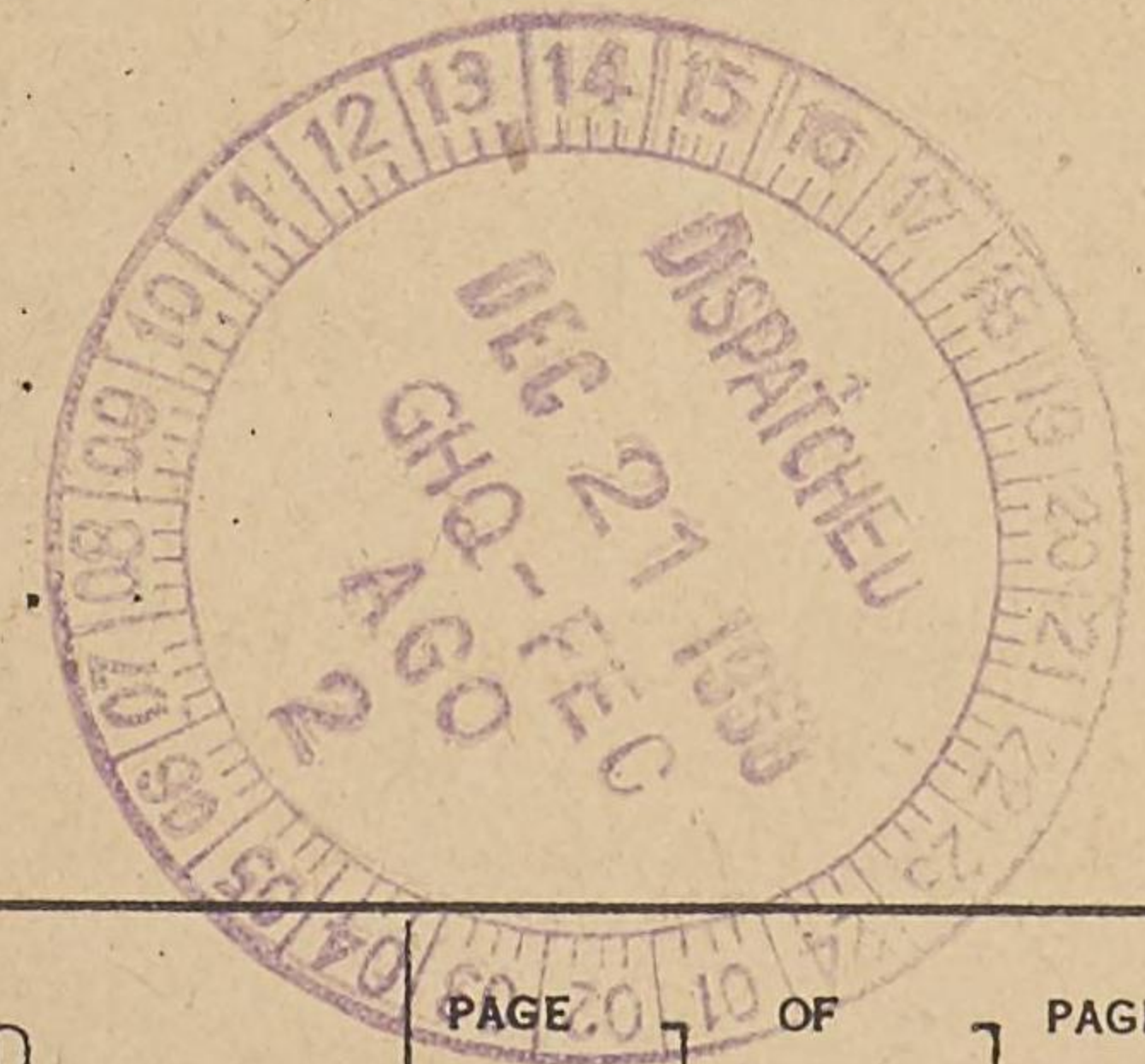
URMSG D 76632 PDO, DTG 150809 Z. Extension of Contract FEC 1290 is approved.

Re paragraph 6 cited msg, desire precautions be taken to preclude disruption of Lighterage Services at ports in Korea if need for barges still exists and contractor unwilling to extend beyond end of 90 day period.

DISTRIBUTION:

- ROK
- JA
- Compt
- Signal
- ESS
- Trans (7 cys)

G-4 ROUTING	
AG/SG-1	<i>[initials]</i>
DAAG/SG-4	<i>[initials]</i>
EXECUTIVE	<i>[initials]</i>
P+O	
C+RE	
SUPPLY	
PETROLEUM	
KEA	
ADMIN	<i>[initials]</i>



SECURITY CLASSIFICATION UNCLASSIFIED	PAGE 1 OF 1 PAGES
DRAFTER'S NAME (and signature, when required)	RELEASING OFFICER'S SIGNATURE <i>H. Frazier</i>
SYMBOL AG 160 (21 Dec 50) TO	TELEPHONE
	OFFICIAL TITLE Major, AGC Asst Adj Gen

UNCLASSIFIED

TO-O ELR:FEB:CBS:eh
18 December 1950

MEMO FOR RECORD:

1. Message CG JLCOM D 76632 PDO, 16 Dec 50, requests approval of an extension of Contract No. DA-92-502-FEC-1290 for a period of 90 days at a cost of \$194,400. The contract (Time Charter Party) is for furnishing 50 powered barges for use at ports in Korea.

2. The msg furnishes details required by JPR 5-200.6, and states that the contractor agrees to extend the delivery schedule to 90 days only, although an effort was made to extend for 180 days. If the Contractor fails to negotiate for another extension beyond the present 90 day extension, and the requirement still exists for barges, such requirements should be timely anticipated with a view toward procuring other craft without an interruption in service.

3. The rates of hire are the same as those of the original previously approved contract. The Trans O recommends approval of the 90 day extension.

4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval, before dispatch.

5. Action suspended on Trans Jo #4493 (Msg D 76632 PDO, 16 Dec 50) until 26 Dec, pending dispatch.

C.B.S. 26-6556

UNCLASSIFIED

ROUTING

DA
 EX
 P
 C/RE
 SUPPLY
 PETROLEU
 ADMIN Engr C/A

160

Mr. Gurow 26-7436

Approval of Contract No. DA92-320-FEC-26

19 DEC 1950

- 4
1. Reference Staff Memos 30 and 46, check notes 2 and 3 above evidence concurrences of JA and COM in subject contract.
 2. The contract is considered technically sufficient by the Engineer and was manually approved on 19 Dec 50.
 3. Request your expeditious concurrence and return to Engr for forwarding through technical channels.

1 Incl
n/c

J. G. C.

GD P&O AJC/ITS/JRD/mg

From: G-4

To: Engr

Lt Col Dorman 26-6047

Date: 20 DEC 1950

- 5
- The attached contract has been reviewed by G-4, and is returned as requested in para 3, preceding C/N 4.

1 Incl
n/c

F

G. L. E.

M/R

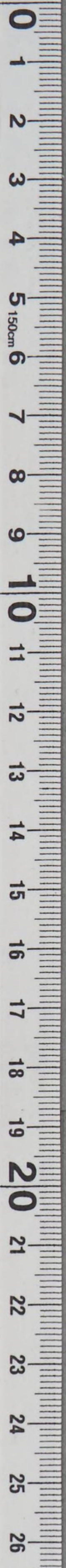
20 Dec 50

1. Engr C/N 4, subj as above, refers to GHQ Staff Memos 30 and 46, 1950, and forwards to G-4 for review of the above contract.
2. Contract DA 92-320-FEC-26 (Negotiated) entered into 12 Dec 50 with the Showa Water-works Co., Ltd., Tokyo, Japan is a lump sum contract for architect - engineer services in connection with the construction of a Potable Water Supply System, with all required appurtenant work, complete, on Okinawa, Ryukyus Islands, for a total consideration of \$20,000.00.
3. Review of the above contract reveals no discrepancies. Manual approval was entered thereon on 19 Dec 50 by the Engr (For, and in the name of CINCFE). Attached to the contract is a statement of Findings and Determination in which on 19 Dec 50 the Engr (For, and in the name of CINCFE) determined that the execution of the contract is advantageous to the national defense. The above contract is found technically sufficient by the Engr (C/N 4, Engr to G-4, subj as above, 19 Dec 50) and concurred in by the JA (C/N 2, JA to Compt, 9 Dec 50) and Compt (C/N 3, Compt to Engr, 16 Dec 50). Instant C/N 5 indicates to Engr that the attached contract has been reviewed by G-4, and is returned to Engr for forwarding thru technical channels as requested by Engr.
4. Within established policy.
5. Completes action on G-4 JN 19316.

J.R.D. 26-6047

I.T.S. 26-6033

A.J.C. 26-6040



Faint, mostly illegible text covering the upper two-thirds of the page. Some fragments are visible, such as "Contract DA 92-220-FIC-25 (Negotiated) entered into 12 Dec 50 with the Showa Water-works Co., Ltd., Tokyo, Japan as a lump sum contract for architect-engineer services in connection with the construction of a potable water supply system, with all required apartment work, complete, on Okinawa, Ryukyu Islands, for a total consideration of \$20,000.00."

1. In para 1, and as above, refers to G-4 Staff Memo 30 and 46, 1950, and forwards to G-4 for review of the above contract.

2. Contract DA 92-220-FIC-25 (Negotiated) entered into 12 Dec 50 with the Showa Water-works Co., Ltd., Tokyo, Japan as a lump sum contract for architect-engineer services in connection with the construction of a potable water supply system, with all required apartment work, complete, on Okinawa, Ryukyu Islands, for a total consideration of \$20,000.00.

3. Review of the above contract reveals no discrepancies. Manual approval was entered based on 19 Dec 50 by the Staff (T-4), and in the name of OIC (T-4). Attached to the contract is a statement of findings and determination in which it was stated that the contract is advantageous to the national defense. The above contract is found to be in accordance with the national defense policy. The Staff (T-4) and OIC (T-4) are requested to review the attached contract and to report back to G-4 and to forward the contract as requested by G-4, and is returned to Staff for forwarding thru technical channels as requested by Staff.

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JGC/LCB/GG/et

Ltr. Hq. JIC, AGPDO 160, subject: Approval of Supplemental Agreement,
20 Oct 1950

AG 160(20 Oct 50)GE 3rd Ind

160

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 20 DEC 50

To: Commanding General, Japan Logistical Command, APO 343

1. Returned, duly approved, is subject modification.
2. It is desired that this headquarters be promptly furnished with a certified true copy thereof.

BY COMMAND OF GENERAL MACARTHUR:

1 Incl
n/c

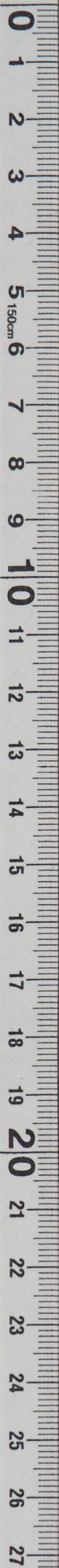
E. FRAZIER
Major, AGC
Asst Adj. Gen.

G-4 ROUTING	
AG/SG	<input checked="" type="checkbox"/>
DAC/SG	<input checked="" type="checkbox"/>
EXECUTIVE	<input checked="" type="checkbox"/>
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C+RE	<input type="checkbox"/>
SUPPLY	<input type="checkbox"/>
PETROLEUM	<input type="checkbox"/>
KEA	<input type="checkbox"/>
ADMIN	<input checked="" type="checkbox"/>

G-4

(F)

PJG
19/63
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ASST. DIR.
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1950

AGPDO 160 (20 Oct 50) 2nd Ind
SUBJECT: Approval of Supplemental Agreement

Headquarters Japan Logistical Command, APO 343

6 Dec 1950

TO: Commander-in-Chief, Far East, APO 500
Attn: Engineer Section

1. 1st Indorsement referred to in paragraph 1 of Basic Letter has been complied with.
2. Forwarded herewith for manual approval are three copies of Modification No. 9, dated 1 December 1950, which rescinds all previous modifications and incorporates all changes made in and to the basic contract.
3. The following information is supplied pursuant to the provisions of Paragraph 5-200.6 of the Armed Services Procurement Regulations.
 - a. Name and Address: Yawata Iron and Steel Co., Ltd., 2, 2-chome, Marunouchi, Chiyoda-ku, Tokyo, Japan
 - b. Site of Performance: Yawata Plant, Yawata City, Fukuoka, Japan.
 - c. Description of Supplies and Quantities: Piling, sheet steel in lengths from 25 to 60 ft. long. Total amount to be supplied: 12, 282 lengths.
 - d. Brief Description of Past Performance of Record: Contractor has provided supplies of a similar nature for the Occupation Forces in the past and has in general produced in accordance with plans and specifications and made deliveries within the specified periods. This company is one of the largest steel companies in Japan.
 - e. Brief Description of Delivery Schedule: Delivery Schedule is set forth in Supplemental Agreement No. 9.
 - f. Negotiation Data: Negotiation was entered into with Yawata Iron and Steel Company, Ltd., with the purpose of increasing, by supplemental agreement, the amount of supplies to be delivered under the basic contract. This procedure was adopted inasmuch as the company was already in production under the original contract and was therefore familiar with the type of supplies needed. In addition the price for the new materials was calculated and based on the same unit price as established by the original contract, award of which had been approved by higher authority. The new supplies were urgently needed and it was requested that they be delivered ahead of the supplies ordered under the original contract. The delay incident to issuing a new Invitation to Bid would have caused delay in the construction work being carried on in Okinawa thereby materially increasing the possibility of added cost with subsequent loss to the

AGPDO 160 (20 Oct 50) 2nd Ind
SUBJECT: Approval of Supplemental Agreement

Government which would not have been compensated for by issuing invitation. As a matter of fact, it is doubtful that there would have been any bidders other than Yawata Iron and Steel Company had invitations been issued.

g. Type of contract: Fixed price supply (Standard).

h. Unit Price and Total Amount: Information contained in the attached Modification No. 9.

i. Authority: Paragraph 2z(3), letter, General Headquarters, Far East Command, file AG160 (12 May 49)GD, subject: Purchasing and Contracting (Funds Other Than Civilian Relief), dated 7 July 1949.

FOR THE COMMANDING GENERAL

1 Incl
Modification No. 9, FEC 225 (3 cys)

s/ DEWITT M. MILES
Captain AGC
Asst Adj General

DECLASSIFIED

Authority NND 9750 29

GD P&O GR/JRD/mg

Subj: Approval of Modification No 9 to Contract No,
DA 92-502- FEC-225

Lt Col Borman 26-6047

Date: 20 DEC 1950

From: G-4

To: AG

5

1. G-4 concurs in signature and dispatch of the 3d Ind reply to CG JLCOM,
as proposed by Engr.

2. Attention is invited to the Engr request in para 3, preceding C/N 4
for return of the foregoing C/Ns for the Engineer contract files.

2 Incls
n/c

----- G. L. E. -----

G-4 FILE

Mr. Gurow 26-7436
Approval of Modification No. 9 to Contract No.
DA-92-502-FEC-225

Engr

G-4

16 DEC 1950

4

1. Subject modification was approved by JA and COM on 12 Dec and 13 Dec, respectively, and has been manually approved by the Engr.
2. Attached is proposed 3rd Indorsement.
3. Request return of C/Ns for file.

2 Incls

Added 1 Incl

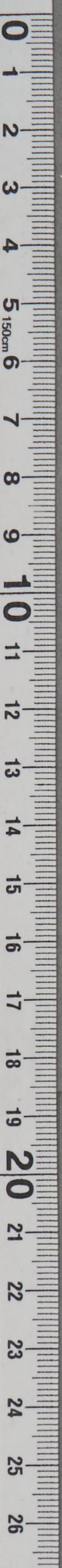
2. Ppsd 3rd Ind w/ incls.

----- J. G. C. -----

MEMO FOR RECORD:

1. Subject modification, 1 Dec 50, with Yawata Iron & Steel Company, is for the purchase of additional steel sheet piling in the amount of \$160,445.11.
2. C/Ns 2 and 3 evidence approval of JA and COM thereon and manual approval by the Engr was affixed; accordingly, contract is forwarded to G-4 for dispatch.

G. G.
JA Liaison Unit



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MEMO FOR RECORD:

1. Subject modification, Dec 50, with Yawata Iron & Steel Company, is for the purchase of additional steel sheet piling in the amount of \$160,445.11.

2. GUS 2 and 3 evidence approval of JA and COM theorems and manual approval by the War was attached; accordingly, contract is forwarded to G-4 for dispatch.

G-4
JA Liaison Unit



GD P&O GR/JRD/mg

G-4 PLANS AND OPERATIONS DIVISION

19 December 1950

MEMORANDUM FOR RECORD:

Subject: Approval of Modification No 9 to Contract DA 92-502-FEC-225
(Reference: G-4 JN 7026)

1. Engr, C/N 4, subject as above, 16 Dec 50, forwards to G-4 a proposed 3d Ind reply to letter Hq, JLCOM, AGPDO 160, subj: Approval of Supplemental Agreement, 20 Oct 50. Basic letter referred to 1st Ind GHQ FEC, AG 160 (7 Sep 50) CE, 13 Oct 50, indicated that Modification No 2 to the above contract was through error submitted for approval under JPR 5-200, and that the basic contract was awarded to a sole-bidder after approval per 1st Ind, GHQ FEC, AG 160 (21 Jun 50) CE, 23 Jun 50. Further, that the discrepancy in paragraph 9 of the above reference (amounted to \$10.00 difference in contract price as reflected in paragraph 5 when compared with paragraph 6 of Modification No 2, Supplemental Agreement to the above contract) has been reconciled. GHQ FEC, 1st Ind, 20 Nov 50, invited the attention of CG JLCOM to procurement regulations pertinent to the approval of awards and/or contracts, and requested prompt compliance with the GHQ FEC 1st Ind, 13 Oct 50, referred to in basic letter. Hq JLCOM, 2d Ind, 6 Dec 50, indicated to CINCPAC the 1st Ind, referred to in para 1, basic letter, has been complied with, forwarded for manual approval three signed copies of Modification No 9, Supplemental Agreement entered into 1 Dec 50, and supplied the information covered by JPR 5-200.6.

2. Contract DA 92-502-FEC-225 negotiated with and awarded on 24 June 1950 to Yawata Iron & Steel Co., Tokyo, Japan as the sole bidder from 92 invitations mailed is a supply contract covering the purchase of approximately 11,974 lengths (20 feet to 65 feet) of sheet steel piling, at unit prices ranging from \$45.71 to \$247.76, for a total consideration of \$1,439,930.76. The following modifications were executed or issued on the dates shown below:

Modification No 1,	Supplemental Agreement,	entered into 17 Jul 50
Modification No 2,	Supplemental Agreement,	entered into 29 Aug 50
Modification No 3,	Supplemental Agreement,	entered into 20 Jul 50
Modification No 4,	Supplemental Agreement,	entered into 19 Aug 50
Modification No 5,	Supplemental Agreement,	entered into 12 Sep 50
Modification No 6,	Supplemental Agreement,	entered into 30 Oct 50
Modification No 7,	Supplemental Agreement,	entered into 7 Nov 50
Modification No 8,	Change Order,	issued 17 November 1950

G-4 FILE

Modification No 9, Supplemental Agreement, entered into 1 Dec 50, and forwarded for CINCFE manual approval by Hq JLCOM, 2d Ind, 6 Dec 50, rescinds previous contract Modifications No 1 thru No 8, makes a change in shipping instructions, amends quantities and prices for contract items 6, 7, and 8, adds item 9 to the contract, changes the contract consideration from \$1,439,930.76 to \$1,600,375.88, makes a change in the "Accounting and Appropriation Data" in the contract, modifies the delivery schedule on pages 2 and 3 of the contract.

3. The 3d Ind reply to CG JLCOM, as proposed by Engr, returns three signed copies of Modification No 9 that have been manually approved by the Engr (For, and in the name of CINCFE), and requests that a certified copy of Modification No 9 be furnished CINCFE. The proposed 3d Ind reply to CG JLCOM incorporates the contract modification review comments by Engr (C/N 1 Engr to JA & Compt, subject as above, 12 Dec 50, and C/N 4, Engr to G-4, 16 Dec 50), JA (C/N 2, JA to Compt, 13 Dec 50) and Compt (C/N 3, Compt to Engr, 15 Dec 50). Review of the above contract modification reveals no discrepancies. Instant C/N 5 indicates to AG that G-4 concurs in signature and dispatch of the 3d Ind reply to CG JLCOM as proposed by Engr, and invites AG attention to the Engr request for return of the foregoing C/Ns for the Engr contract files.

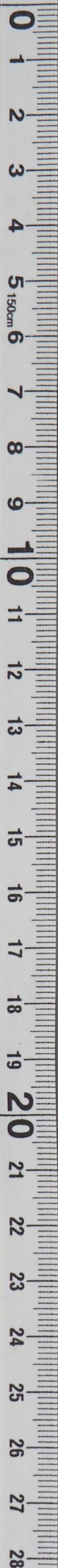
4. Within established policy.
5. Completes action on G-4 JN 19163.

J.R.D. [Signature] 26-6047

G.R. [Signature] 26-6032

JN 19163

G-4 FILE



160

Mr. Garow 26-7436

Approval of Contract No. DA92-320-FEC-27

Engr G-4

19 DEC 1950

- 4 1. Reference Staff Memos 30 and 46, check notes 2 and 3 above evidence concurrences of JA and COM in subject contract.
- 2. The contract is considered technically sufficient by the Engineer and was manually approved on 19 Dec 50.
- 3. Request your expeditious concurrence and return to Engr for forwarding through technical channels.

1 Incl
n/c

----- J. G. C. -----

GD P&O AJC/ITS/JRD/bc

From: G-4 To: Engr

Lt Col Dorman 26-6047

Date: 20 DEC 1950

- 5 The attached contract has been reviewed by G-4, and is returned as requested in para 3, preceding C/M 4.

1 Incl
n/c

----- G. L. E. -----

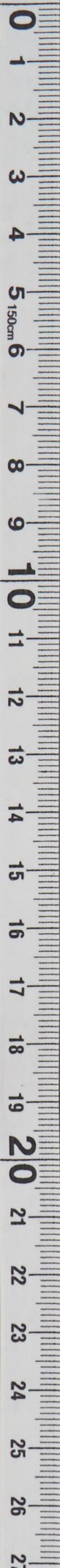
(F)

ROUTING	
A C/S G-4	_____
DA C/S G-4	_____
EXECUTIVE	_____
P + O	_____
G + RE	_____
SUPPLY	_____
PETROLEUM	_____
ADMIN	_____

19315
P&O

WMP

G-4 FILE



DECEN 1961
GHQ

1961
11/19/61

GD P&O AJC/ITS/JRD/bc

G-4 PLANS AND OPERATIONS DIVISION

20 December 1950

MEMO FOR RECORD:

SUBJECT: Approval of Contract No. DA-92-320-FEC-27

1. Engr, C/N 4, subj: as above, 19 Dec 50, referred to GHQ Staff Memos No. 30 and No. 46, 1950, and forwarded to G-4 for review and return, the above contract manually approved by the Engr (For, and in the Name of CINCFE) on 19 Dec 50. Attached to the contract is a statement of "Findings and Determination" in which the Engr (For, and in the Name of CINCFE) on 19 Dec 50 determined that execution of the above contract is advantageous to the national defense.
2. Contract No. DA-92-320-FEC-27 (Negotiated) entered into 12 Dec 50 with the Hazama-Gumi Co., Ltd., Tokyo, Japan is a lump sum contract for Architect-Engineer services in connection with the construction of POL and ammunition, unloading, storage, transfer, dispensing and renovation facilities for the Island of Okinawa, total consideration \$81,000.00.
3. The above contract is found technically sufficient by the Engr (C/N 4, Engr to G-4, 19 Dec 50), legally sufficient by the JA (C/N 2, JA to Compt, 9 Dec 50), and sufficient for audit requirements by the Compt (C/N 3, Compt to Engr, 16 Dec 50). Review of the above contract reveals no discrepancies. Instant C/N 5 indicates to the Engr that the above contract has been reviewed by G-4, and is returned to Engr for forwarding thru technical channels as requested by Engr.
4. Within established policy.
5. Completes action on G-4 JN 19315.

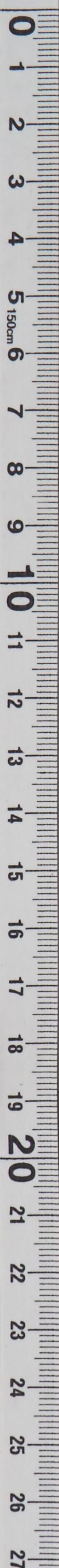
JRD 26-6047

ITS 26-6033

AJC 26-6040

JN 19315

3-4 FILE



ROUTING

JOINT MESSAGEFORM

COMMUNICATIONS CENTER NO.

G-4
106

SPACE ABOVE FOR COMMUNICATIONS CENTER ONLY	
FROM: (Originator) GINCFE APO 500	DATE-TIME GROUP 20 December 1950 SECURITY CLASSIFICATION UNCLASSIFIED
TO: Commanding General Japan Logistical Command APO 343	PRECEDENCE FOR: COURIER ACTION INFORMATION <input type="checkbox"/> BOOK MESSAGE <input type="checkbox"/> ORIGINAL MESSAGE <input type="checkbox"/> MULTIPLE ADDRESS <input type="checkbox"/> YES <input type="checkbox"/> NO
	INFO: REFERS TO MESSAGE: IDENTIFICATION: D 76340 PDO 11 Dec 50 CLASSIFICATION: UNCLASSIFIED

160

URMSG D 76340 PDO, DTG 110500 Z. Award of Contract FEC 2562 to Tozai Steamship Company, Ltd., as outlined in reference message is approved. It is desired that one certified true copy of the Contract be forwarded to the Commander-in-Chief, Far East.

- Copies to:
- CinC
 - CofS
 - G-4
 - JA
 - Compt
 - Trans (7 cys)

G-4 ROUTING

AGC _____

DAC/SG4 _____

EXECUTIVE _____

P+O _____

C+RE _____

SUPPLY _____

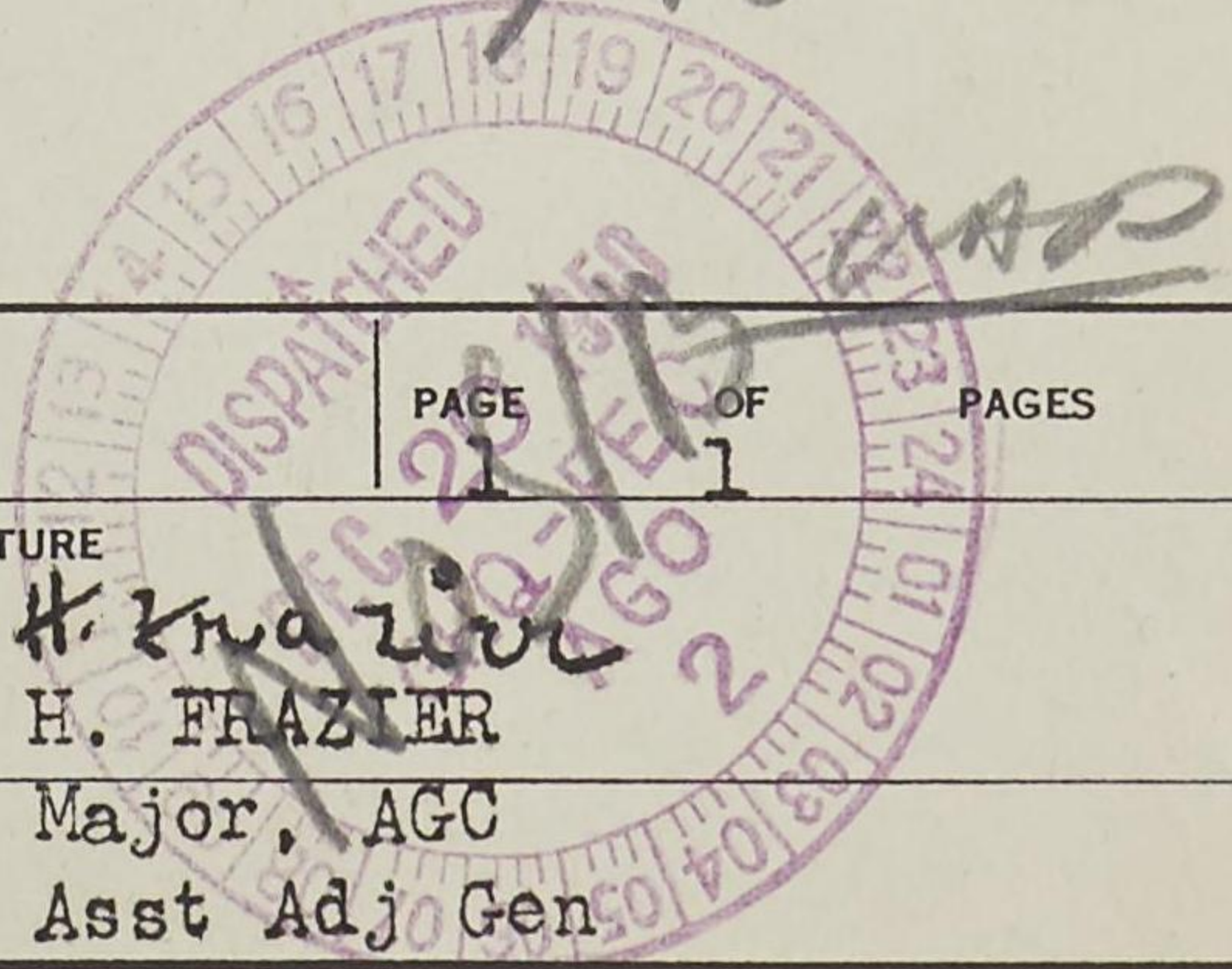
PETROLEUM _____

KEA _____

ADMIN _____

19238
P+O

DRAFTER'S NAME (and signature, when required)	SECURITY CLASSIFICATION UNCLASSIFIED	PAGE 1 OF 1 PAGES RELEASING OFFICER'S SIGNATURE <i>H. Frazier</i> H. FRAZIER OFFICIAL TITLE Major, AGC Asst Adj Gen
SYMBOL AG 160 (11 Dec 50)T0	TELEPHONE	



Secret

TO-O ELR:FEB:CBS:dk
15 December 1950

MEMO FOR RECORD:

1. Radio, CG Army Eight, GX 26943 KTR, 30 Oct (classified "Secret"), to CINCFE, requested that 40 Japanese powered barges of 100 ton capacity, 10 Japanese tow boats, 1 vessel to act as mother ship and 1 repair ship be furnished as soon as possible for lightering cargo at ports on the west coast of Korea. These vessels are to be used at Chinnampo and other ports where extreme tides are experienced. At the time the request was made, there were no Army vessels, of landing craft type, available for use for the type of operation necessary. It was essential that barges be procured for support of the tactical situation.

2. Radio, CINCFE, CX 68042, 2 Nov 50, authorized CG JLCOM to charter 40 Japanese powered lighters, 10 Japanese tow boats, 1 mother ship and 1 repair ship for use in operations on the west coast of Korea. This radio was routed through G-4 for approval before dispatch.

3. Radio, CG JLCOM, D 76340 PDO, 11 Dec 50, requests approval of award for Contract 92-502-FEC-2562 to Tozai Steamship Co., Ltd., Yokohama, for the Time Chartering of 40 powered barges, 1 repair barge, 1 mother ship, and 10 tug boats, in accordance with JPR paragraphs 5-200.4 (which requires approval of all negotiated contracts involving \$100,000 or more), and 5-200.6 (which requires detailed info to be furnished when requesting approval of awards). The chartering of these vessels is in conformance with authority granted in radio CX 68042. Upon approval of an award, JPR para 5-201 permits the procuring service to make a contract, if the contract is written on an approved form, and the contract substantially embodies the award as approved.

4. The performance of the Tozai Steamship Co has proven very satisfactory under a previously approved contract for the Time Charter for 120 power barges which are being used at the port of Inchon. Information informally available from procurement sources in JLCOM, Trans Sec (Maj G. Smith) and Procurement Sec (Lt Col Gold), indicates that while the charter rate is higher than the original contract, actual operations have produced evidence that the rates quoted for this contract are more in line with the contractor's costs. Heavy bonuses for Japanese barge crews and other operation personnel working in the forward areas are high. Considerable negotiations with the contractor and a weighing of his costs have established that the rates are fair and reasonable. As the vessels are used in a forward area, a certain amount of risk must be taken by the contractor. Little interest was shown by other prospective bidders due to the potential dangers to which equipment and personnel would be subjected in the area in which the contractor is expected to operate. A previously approved form of the Time Charter Party is to be used for this contract.

5. Transportation Officer recommends approval of award.

6. Basic communication unclassified, Memo for Record classified "Secret".

7. This action routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

8. Action suspended on Trans Jo #4300 (radio, CG JLCOM, D 76340 PDO, DTG 110500 Z) until 28 Dec, pending receipt of certified true copy of Contract.

Secret

C.B.S.

[Signature] 26-6556

GD P&O AJC/ITS/JRD/bc

G-4 PLANS AND OPERATIONS DIVISION

20 December 1950

MEMO FOR RECORD:

SUBJECT: Extension of Contract No. DA-92-502-FEC-1290

(Reference: G-4 JN 18966)

1. By AG R/S, 8 Dec 50, Trans O forwards to AG, thru JA, Compt and G-4, a proposed msgfm reply to Hq JLCOM msg D 76632 PDO, 16 Dec 50. Basic msg referred to JPR 5-202.2 and requested authority to enter into a Supplemental Agreement covering extension of the above contract for a period of 90 days beginning 8 Dec 50 for a consideration of \$194,400.00.

2. Contract No. DA-92-502-FEC-1290 (Negotiated) entered into 8 Sep 50 with Kyosei Kisen KK, Kobe, Japan is a "Time Charter Party" contract for floating equipment, supervisory, administrative, operation and maintenance personnel, spare parts and supply materials for the operation of a minimum of 50 power barges no less than 120 measurement tons capacity each for the hauling of all types of cargo and freight as directed by the contracting officer at the Port of Pusan, Korea or such other ports in Korea as may be designated by the contracting officer, at rates as specified in the contract, for a total consideration not to exceed \$194,310.00. Modification No. 1, Change Order, issued 15 Nov 50, corrected administrative errors in registration numbers and measurement tonnages shown in the contract. Modification No. 2, Change Order, issued 22 Nov 50, covered the corrections in wording required by GHQ, FEC, 1st Ind, 20 Nov 50, to letter, Hq, JLCOM, AGPDO 160, subj: Approval of Contract Award, 28 Oct 50.

3. The msgfm reply, as proposed by Trans O, refers to Hq, JLCOM msg D 76632 PDO, DTG 150809 Z, indicates that extension of the above contract is approved, and requests that precautions be taken to preclude disruption of Lighterage Services at ports in Korea if the need for barges still exists and the contractor is unwilling to extend beyond the end of the 90 day period, as indicated in para 6 of the Hq, JLCOM basic msg. The msgfm reply to CG, JLCOM, as proposed by Trans O, is concurred in by JA and Compt by initials on the AG R/S. Review of the above contract extension by Supplemental Agreement reveals no discrepancies. Recommend G-4 concur by initialing the AG R/S.

4. Within established policy.

5. Completes action on G-4 JN 19345.

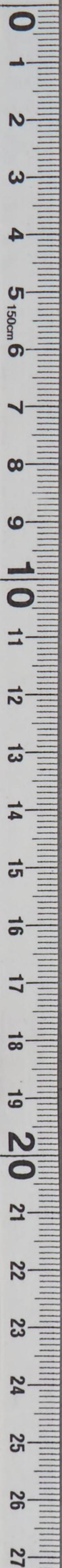
JRD 26-6047

ITS 26-6033

AJC 26-6040

(F)
P+O
JN 19345
JH

G-4 FILE



23 1950

U.S. AIR FORCE OPERATIONS DIVISION

30 December 1950

MEMORANDUM FOR RECORD

SUBJECT: Extension of Contract No. DA-36-002-FEC-1299

(Reference: 2-4-4 1328)

1. On 23 Dec 50, Para 5 forwards to HQ, USAF, Compt and 2-4, a proposed main item to the USAF, Compt and 2-4, as referred to in 2-4-4 and requested authority to enter into a Supplemental Agreement covering extension of the contract for a period of 90 days beginning 3 Dec 50 for a consideration of \$1,400,000.

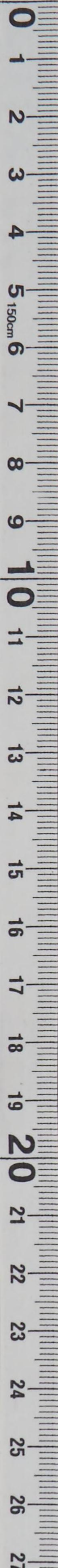
2. Contract No. DA-36-002-FEC-1299 (negotiated) entered into 3 Sep 50 with Kasei Glass Co., Kobe, Japan is a "Charter Party" contract for floating equipment, supervisory, maintenance, operation and maintenance personnel, spare parts and supply materials for the operation of a minimum of 50 power barges no larger than 120 measurement tons capacity each for the hauling of all types of cargo and freight as directed by the contracting officer at the port of issue, issue on such other ports as may be designated by the contracting officer, at rates as specified in the contract for a total consideration not to exceed \$1,400,000.

3. Modification No. 1, Change Order, issued 18 Nov 50, corrected administrative errors in registration numbers and assumed to be correct. The corrections in wording reported by HQ, USAF, Compt and 2-4, are as follows: In Modification No. 1, Change Order, issued 18 Nov 50, the word "and" in the first sentence of the first paragraph should be "or".

4. The main reply, as proposed by HQ, USAF, Compt and 2-4, in 2-4-4, D 7533 100, 13 Dec 50, indicated that extension of the contract should be in 90 days and reported that presentation of the contract should be made still in 90 days and the contractor is unwilling to extend to the end of the 90 day period, as indicated in para 6 of the DA-36-002-FEC-1299 main reply to HQ, USAF, Compt and 2-4, as proposed by HQ, USAF, Compt and 2-4, is concerned in 2-4 and 2-4-4. The main reply to HQ, USAF, Compt and 2-4, is concerned in 2-4 and 2-4-4. The main reply to HQ, USAF, Compt and 2-4, is concerned in 2-4 and 2-4-4.



23-0047
23-0083
23-0040



160

G-4 ROUTING	
AC/S.G.	
DAC/S	
EXEC	
SUPPL	
PER/COM	
KEA	
ADMIN	<i>K</i>

Ltr, Hq JLCOM, AGPOS 160, subj: Applicability to Contract with International Dairy Supply Co. of Regulations on Pricing Sale of Government-Owned Supplies, 7 Dec 50

AG 160 (7 Dec 50) *Q4-8* 1st Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 19 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

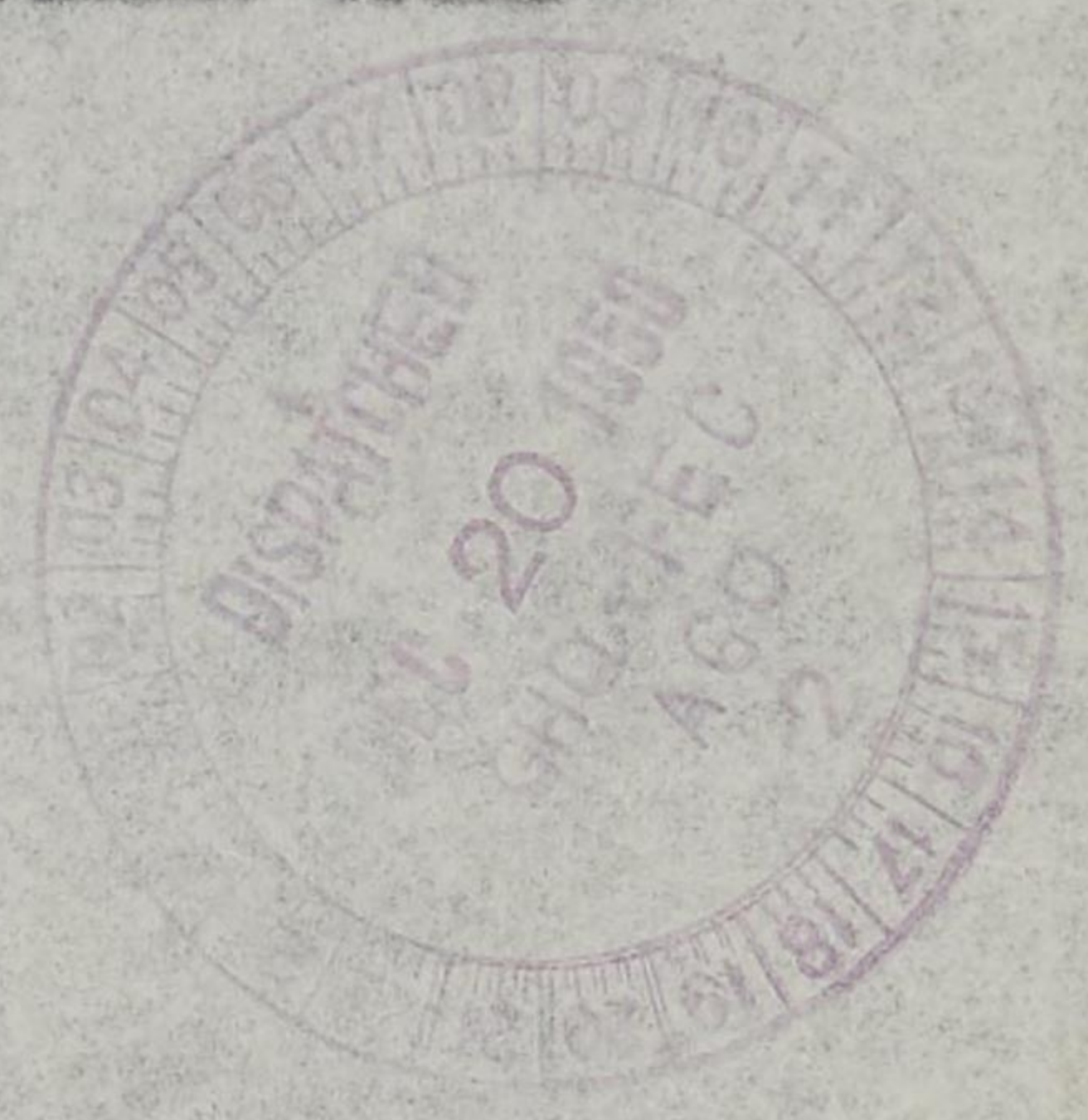
1. Government furnished materials furnished the contractor under the provisions of Contract No. W 11-027 QM 99649 will be priced at the prices set forth in the contract, without the addition of overhead or other charges, and in lieu of current catalog prices.

2. SR 730-5-10, 20 April 1949, relates to the furnishing of logistical support to non-military personnel or activities and hence is not applicable to the subject contract which is a procurement transaction.

BY COMMAND OF GENERAL MacARTHUR:

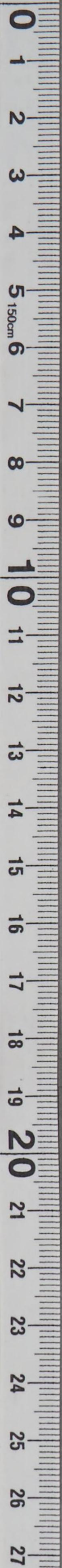
H. FRAZIER
Major, ACC
Asst Adj Gen

Copies furnished:
JA
COM
G4



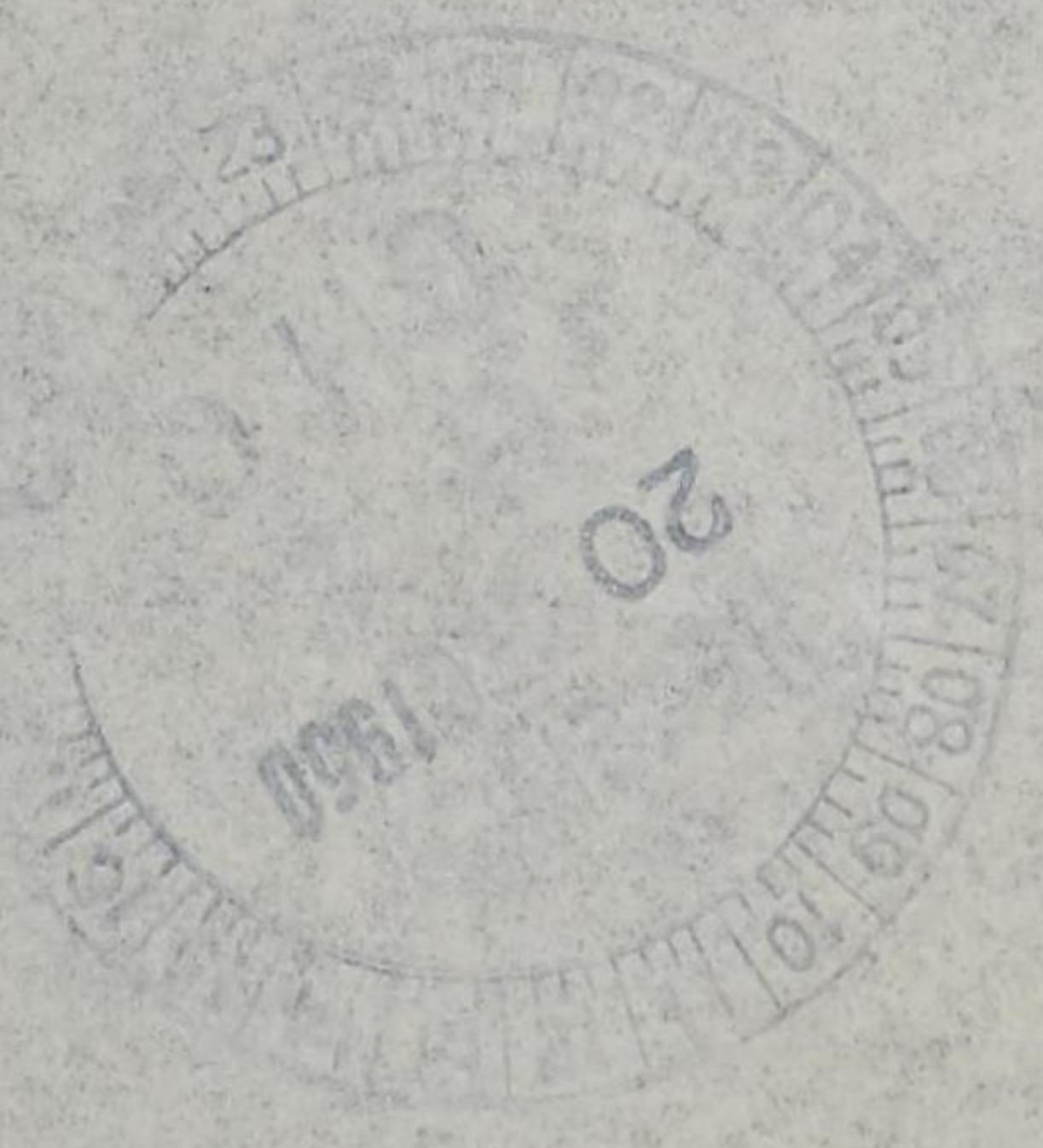
JAF/acc

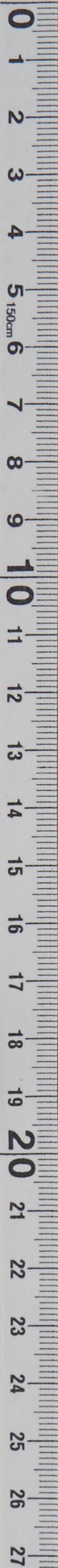
G4 INFO



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RECEIVED
MAY 19 1960





160

SECRET

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GD P&O WHR/JRD/mg

G-4 PLANS AND OPERATIONS DIVISION

19 December 1950

MEMORANDUM FOR RECORD:

Subject: Approval of Award Contract DA 92-502-FEC-2562

1. By AG routing slip, 15 Dec 50, Trans O forwards to AG, thru JA, Compt and G-4, a proposed msgform reply to Hq JLCOM's msg D 76340 PDO, 11 Dec 50. Basic msg furnished the information covered by JPR 5-200.6 and requested approval of award, in connection with the above negotiated contract to Tozai Steamship Co., Ltd., Yokohama, Japan as the sole bidder to furnish at such ports in Korea as are directed by the Contracting Officer, under time charter 40 powered barges, 50-120 M/T capacity at \$7.70 M/T per month; one repair barge at \$8.16 each M/T per month; one steel mother ship, 500 gross M/T or more at \$5,000.00 a month; 10 tug boats, 200 horsepower, at \$1,300.00 each a month, total negotiated price not to exceed \$187,700.00. Basic msg indicates very little interest was generated by other prospective bidders due to the dangerous area in which the contractor is expected to operate.

2. The msgform reply, as proposed by Trans O, indicates to CG JLCOM that the award of Contract FEC 2562 to the Tozai Steamship Co., Ltd., as outlined in Hq JLCOM msg D 76340 PDO, DTG 110500Z is approved, and requests that one certified true copy of the contract be forwarded to GHQ FEC.

3. Review of the above request for approval of award (JPR 5-201), and the approval thereof reveals no discrepancies. The msgform reply to CG JLCOM as proposed by Trans O, is concurred in by JA and Compt (Staff Memo 30, 1950) by initials on the AG routing slip. Recommend G-4 concur by initialing the AG routing slip.

4. Within established policy.

5. Completes action on G-4 JN 19238.

J.R.D. [Signature] 26-6033

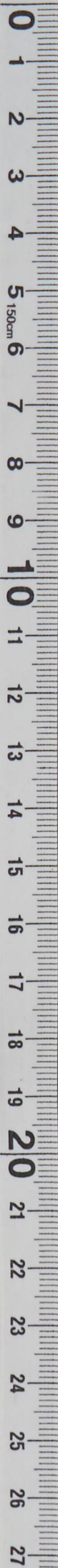
W.H.R. [Signature] 26-6042

[Signature]
JN 19238
[Signature]

[Signature]

SECRET

G-4 FILE



50 PEO WER 1950

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

19 December 1950

MEMORANDUM FOR THE DIRECTOR

Subject: [Illegible]

[Illegible typed text]

[Illegible typed text]

[Illegible typed text]

[Illegible typed text]



G-4 ROUTING

AC/AS	
DA	
EXEC	
P+O	
C+RE	
SUPPLY	
PETROLEUM	
KEA	
ADMIN	

160

G-4

AG 160 (28 Oct 50)TO

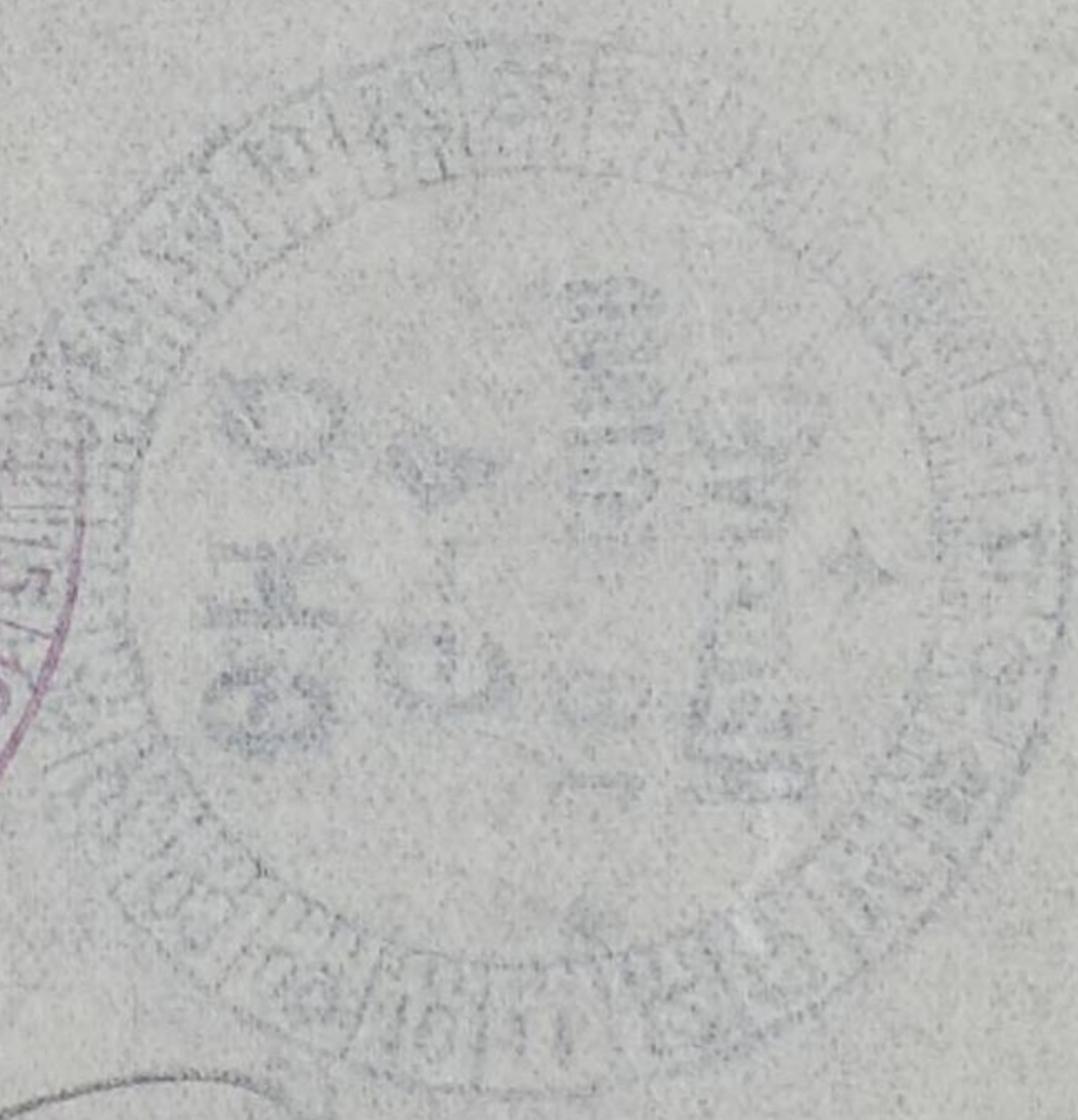
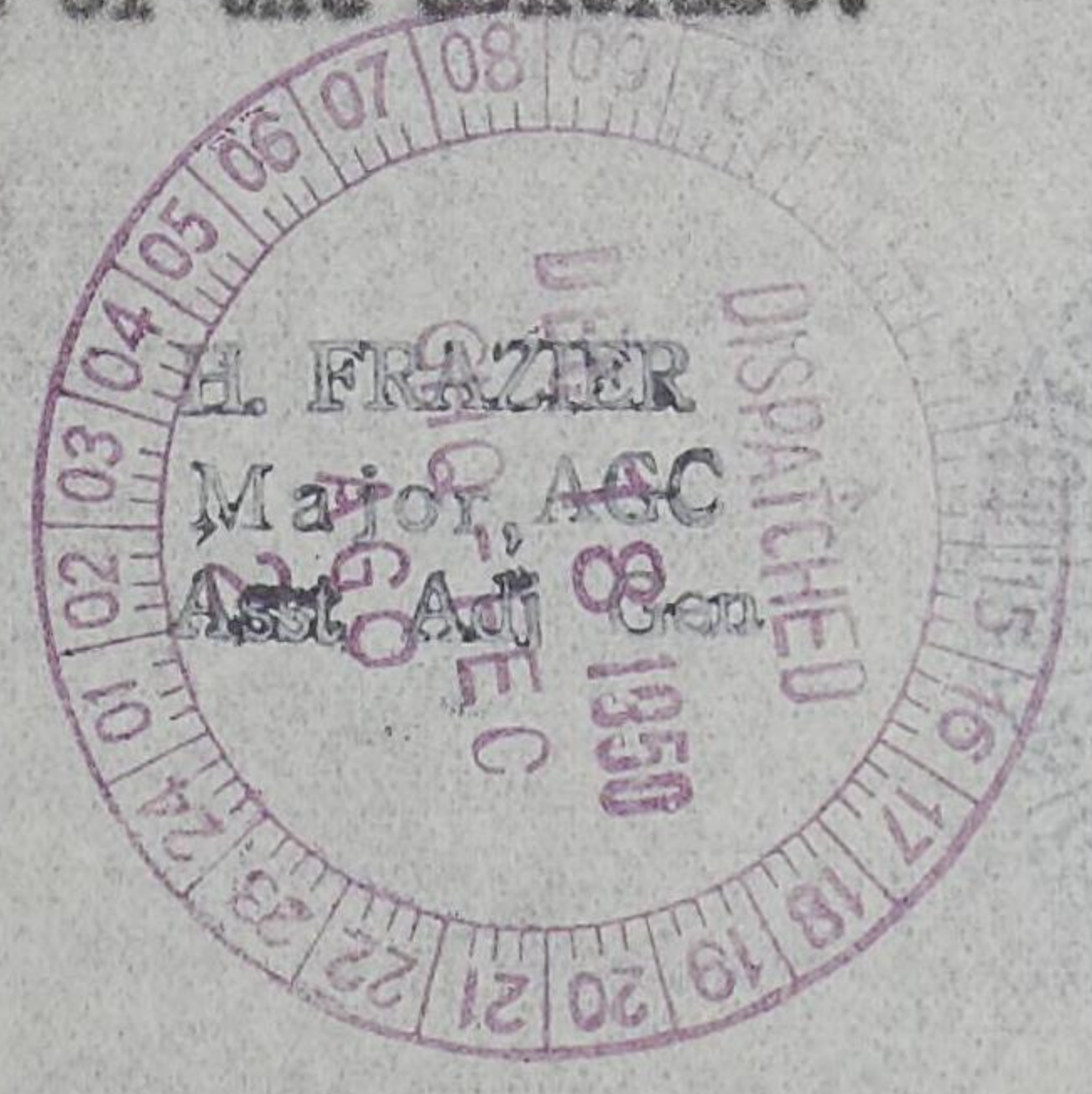
3d Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 18 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

Manual approval has been affixed to one copy of the signed contract, as modified by Change Order No. 1, 15 November 1950, and Change Order No. 2, 22 November 1950. Since only one signed copy of the contract was submitted for manual approval, compliance is desired with the provisions of paragraph 5-303, Joint Procurement Regulations, as amended by Procurement Circular No. 10, 30 April 1948, concerning the notification of holders of the other signed copies of the contract.

BY COMMAND OF GENERAL MacARTHUR:



3 Incls
n/c

Copies furnished:

- CinC
- CofS
- G-4
- JA
- Comptroller

(F)

18966
P+O
[Signature]

G-4 ROUTING
A.D.A.
DATE
EXCEL
C
MUSEUM
KAY
C

G-4

GENERAL HEADQUARTERS, THE EAST ASIAN DIVISION, THE
FOR COMMANDING GENERAL, JAPAN LOGISTICAL COMMAND, 419 811
Annual approval has been obtained to one copy of the signed con-
tract, as modified by Change Order No. 1, 15 November 1950, and Change
Order No. 2, 22 November 1950. Since only one signed copy of the contract
was submitted for annual approval, consideration is desired with the Navy-
Army of paragraph 7-307, Joint Transportation Regulations, as amended by
Provisional Circular No. 12, 10 April 1948, concerning the publication
of orders of the other signed copies of the contract.

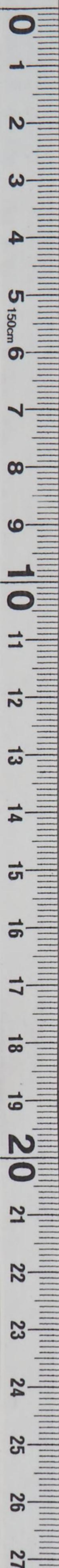
BY COMMAND OF JAPANESE HEADQUARTERS

RECEIVED
18 DEC 1950
G-4
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RECEIVED
18 DEC 1950
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GHO

3 lines
40
Copies furnished:
1 line
10/17
10/17
10/17
10/17
10/17



TO-D ELR;FEB;CBS:dlt
12 December 1950

MEMO FOR RECORD:

1. Ltr, Hq, JLCOM, AGPDO 160, subj: Approval of Contract Award, 28 Oct 50, to CINCPAC, forwards one copy of Contract No. DA-92-502-FEC-1290 and requests that it be approved and returned for file. The contract is a Time Charter Party for the supply of floating equipment (50 power barges) to be used for operations in Korea.

2. Check note #1, 3 Nov 50, to the JA and Comptroller, forwarded the contract for comments relative to its approval and suggested certain technical changes. The JA, by check note #2, 8 Nov 50, submitted additional desired corrections. The Comptroller, by check note #3, 10 Nov 50, concurs in the TO's and JA's comments.

3. 1st Ind, CINCPAC, 20 Nov 50, to CG JLCOM approves of the contract, subject to certain corrections and changes, and requests that three signed copies of the contract, together with the modifications embracing the corrections and changes, be returned to CINCPAC for formal indorsement of approval.

4. 2d Ind, Hq, JLCOM, 25 Nov 50, to CINCPAC, advises that corrections and changes have been made by Change Order #1 and Change Order #2. 2d Ind further advises that the three signed copies requested by 1st Ind are not available, however their contract file copy is attached for manual approval. This indorsement also incloses Change Orders #1 and #2.

5. 3d Ind drafted by TS and forwarded through the JA and Comptroller for concurrence, thence to G-4 for approval, was returned by G-4, check note #1, 6 Dec 50, stating that the 3d Ind reply to CG JLCOM should indicate that manual approval has been entered on the one copy of the signed contract as modified by Change Orders #1 and #2, and suggests that the contracting Officer, JLCOM comply with provisions of JPR 5-303 as amended by PC #10.

6. G-4 also advises that they are unable to find the Japanese Registration Identification Number which was missing from the contract and by paragraph 1d of 1st Ind was required to be corrected. Change Order #1, however, provides a list of 10 vessels deleted from the original contract and a list of 10 vessels which were substituted for those deleted. One of the vessels deleted by Change Order #1 was the one requiring the insertion of the Japanese Registration Identification Number. Since this vessel is no longer included as a vessel of the contract, it is considered unnecessary to amend the contract by inserting the missing number.

7. The changes to the original proposed 3d Ind suggested by G-4 have been complied with and are incorporated, except for the requirement to insert one vessel's number which is considered not needed.

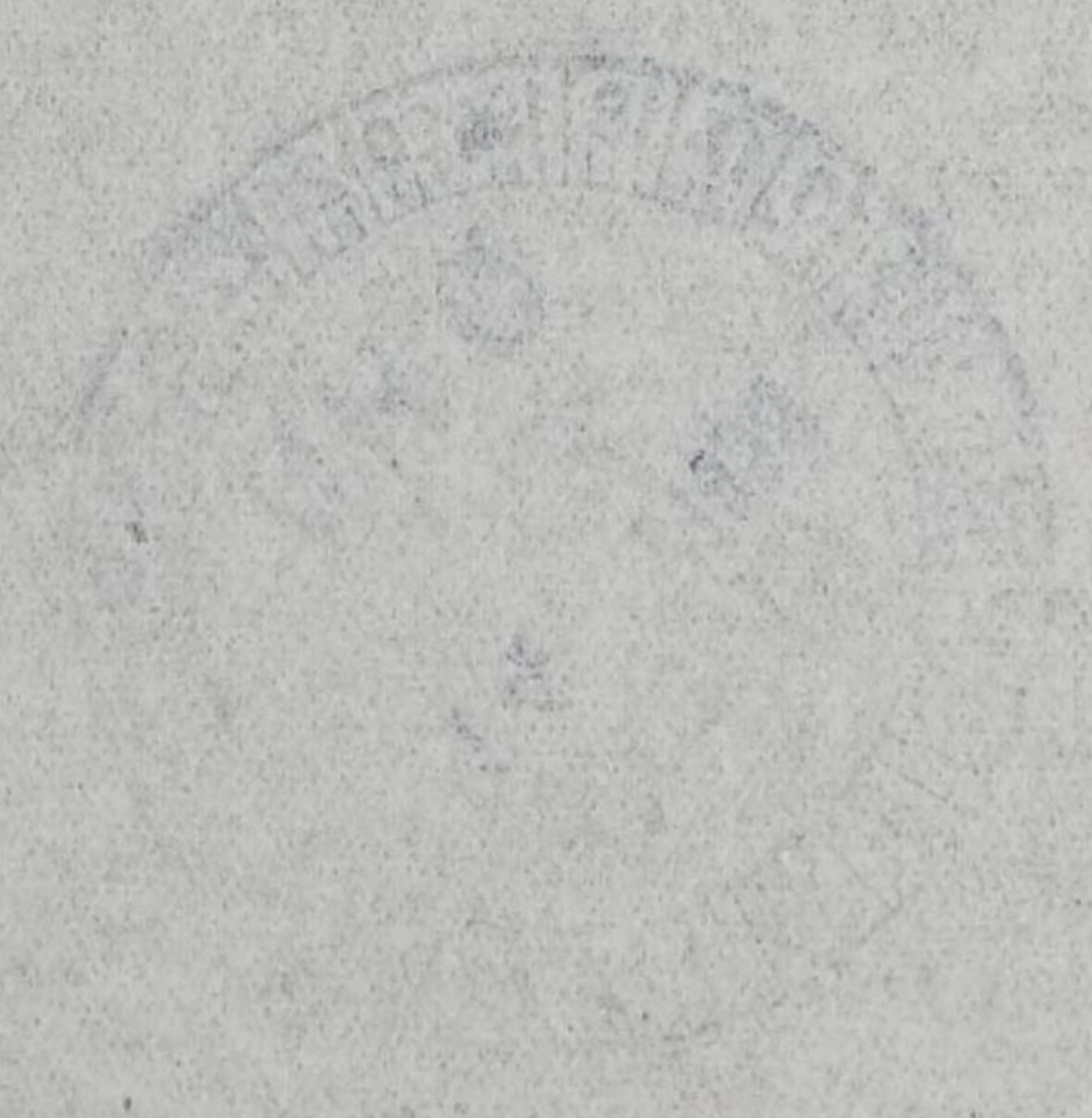
8. Routed through JA and Comptroller for concurrence and G-4 for approval prior to dispatch.

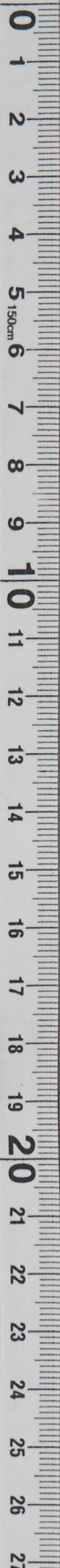
9. Action completed on Trans Jo #4130 (C/N 1, G-4 to TO, 6 Dec 50), completed on Trans Jo #3743 (2d Ind, Hq, JLCOM, AGPDO 160, 25 Nov 50),

MEMO FOR RECORD (Cont'd)

completed on Trans Jo #3716 (ltr, Hq, JLCOM, AGFDD 160, 28 Oct 50) to TO, CHQ, and suspended on Trans Jo #2754 (Ltr, Hq JLCOM, AGFDD 160, 29 Oct 50) until 15 Dec 50, pending dispatch.

C.B.S. _____ 26-6556





[Faint, mostly illegible text and markings on the page, possibly bleed-through from the reverse side.]



GD P&O AJC/JA/JRD/mg

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD:

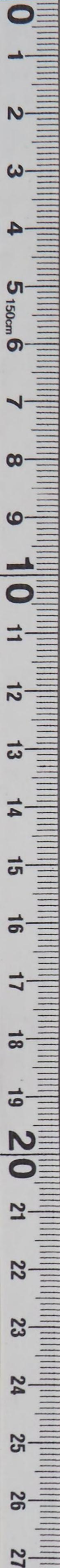
Subject: Approval of Contract Award (DA 92-502-FEC-1290)
(Reference G-4 JN 18239)

1. By AG routing slip, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 3d Ind reply to letter, Hq, JLCOM, AGPDO 160, subj: Approval of Contract Award, 28 Oct 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract inadvertently not submitted to GHQ FEC prior to finalization. GHQ FEC 1st Ind, 20 Nov 50, returned the above contract to CG JLCOM approved subject to its modification to incorporate therein the "Approval Article" and specified corrections in wording, and requested that three signed copies of the above contract be submitted for manual approval, with copies of the required contract modification. Hq JLCOM, 2d Ind, 25 Nov 50, returned one copy of the contract for manual approval, together with copies of Modification 1 and 2.
2. Contract DA 92-502-FEC-1290 (Negotiated) entered into 8 Sep 50 with Kyosei Kisen K.K., Kobe, Japan is a "Time Charter Party" contract for floating equipment, supervisory, administrative, operation and maintenance personnel, spare parts and supply materials for the operation of a minimum of 50 power barges no less than 120 measurement tons capacity each for the hauling of all types of cargo and freight as directed by the Contracting Officer at the Port of Pusan, Korea or such other ports in Korea as may be designated by the Contracting Officer, at rates as specified in the contract, for a total consideration not to exceed \$194,310.00. Modification No 1, Change Order, issued 15 Nov 50, corrected administrative errors in registration numbers and measurement tonnages as shown in the contract. Modification No 2, Change Order, issued 22 Nov 50, covered the corrections in wording required by GHQ FEC, 1st Ind, 20 Nov 50.
3. The 3d Ind, proposed by Trans O, returns to CG JLCOM one copy of the above contract manually approved by the Acting Trans O (For, and in the name of CINCFE), and requests that CG JLCOM comply with JPR 5-303, as amended by Procurement Circular 10, 30 April 1948, concerning the notification of holders of the other signed copies of the contract. G-4 contract review objections in C/N 1, G-4 to Trans O, subject as above, 6 Dec 50, have been satisfied except for the missing Japanese Registration Identification Number which is satisfactorily explained in the Trans O M/R of 12 Dec 50, attached. The revised 3d Ind proposed by Trans O is concurred in by JA and Compt by initials on the AG routing slip. Review of the above contract now reveals no discrepancies. Recommend G-4 concur by initialing the AG routing slip.
4. Within established policy.
5. Completes action on G-4 JN 18966.

J.R.D. 26-6047
 J.A. 26-6033
 A.J.C. 26-6040

G-4 FILE

JN 18966



Handwritten mark resembling a stylized 'f' or '7' with a horizontal line through it.

G-4 ROUTING	
ADJ	<input checked="" type="checkbox"/>
DA C	<input type="checkbox"/>
EXC	<input type="checkbox"/>
① +	<input checked="" type="checkbox"/>
C	<input type="checkbox"/>
SU	<input type="checkbox"/>
PETROLEUM	<input type="checkbox"/>
KEA	<input type="checkbox"/>
② ADMIN	<input checked="" type="checkbox"/>

Handwritten initials 'TC' are written next to the 'ADMIN' row.

160

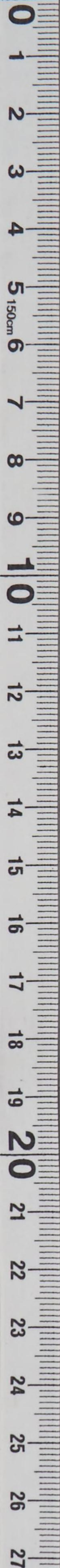
G-4



AG 160 (30 Nov 50) TO 1st Ind
 GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 18 DEC 50
 TO: Commanding General, Japan Logistical Command, APO 343

1. Manual approval of three (3) copies of Contract No. DA-92-502-FEC-3018 has been accomplished.
2. The following errors are noted in the contract and should be corrected.
 - a. Article 3 (e), page 16, line 6, change "Article 21" to "Article 17."

P.O. 15
 18667
 RT



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18 DEC 80
G-4
18 DEC 80

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G-4
18 DEC 80

1. The following errors were noted in the document and should be corrected.

2. The following errors were noted in the document and should be corrected.

3. The following errors were noted in the document and should be corrected.

AGPDC 160, subj: Approval of Contract, FEC-3018, 30 Nov 50, 1st Ind. (Cont'd)

18 DEC 50

b. Article 4 (c), page 17, line 6, delete "the Secretary of the Army" and insert "Commander-in-Chief, Far East."

c. Article 4 (d), page 18, lines 2 and 5, change "Article 11" to read "Article 10."

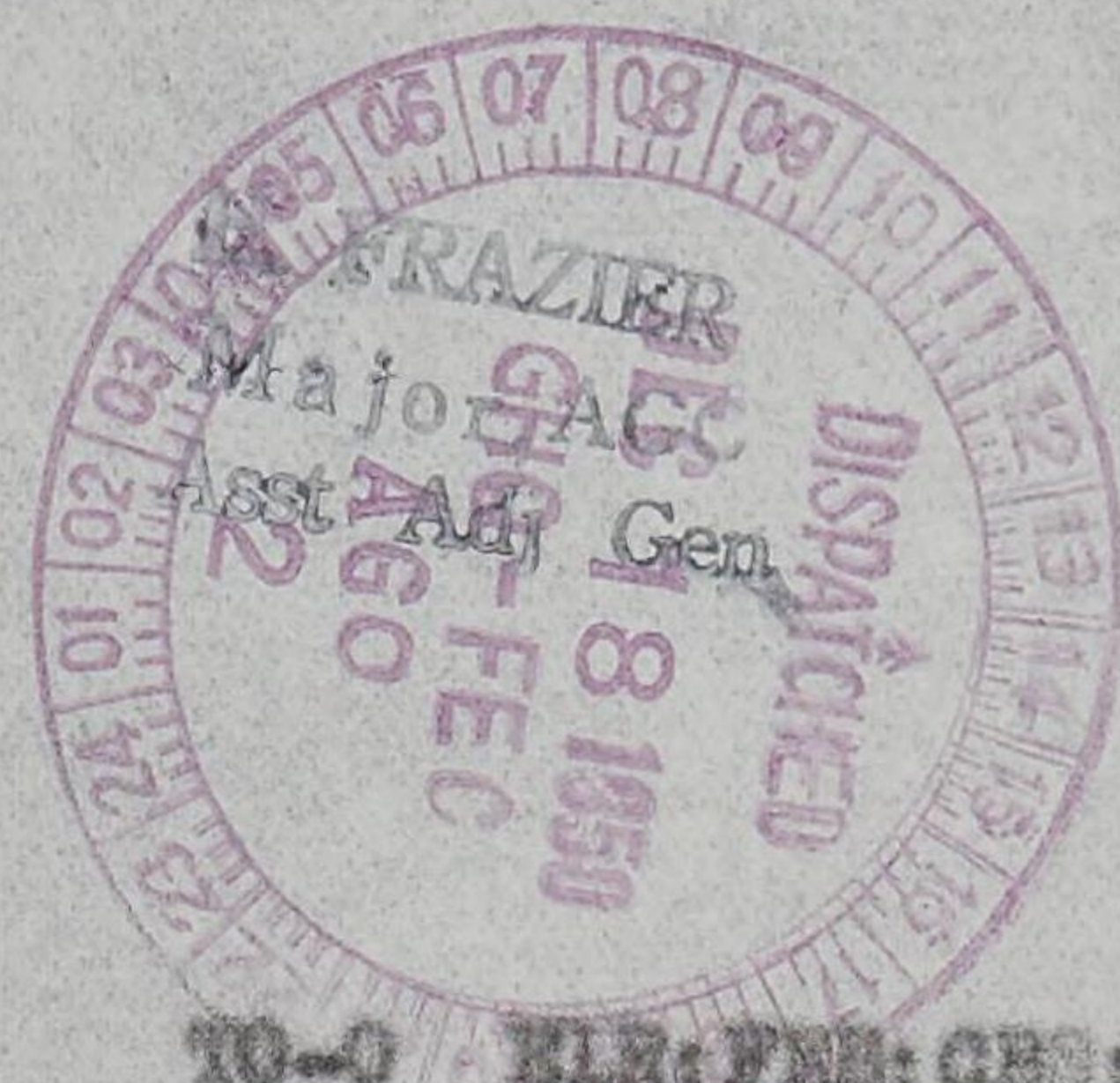
d. Article 1 (a), page 2, line 5, change "30 November 1950" to read, "30 November 1951."

3. In the interests of expediency, it is desired that the above changes be made upon the face of the executed contracts. The assent to such changes should be indicated by placing the initials of the representatives of both parties thereon.

BY COMMAND OF GENERAL MACARTHUR:

2 Incls
Dup of Incl 2 w/d

Copies furnished:
CinC
CofS
G-4
JA
Comptroller



10-0 KLR:FEB:CBG:dk
7 December 1950

MEMO FOR RECORD:

1. Ltr, Hq JLCOM, AGPDC 160, subj: Approval of Contract, FEC-3018, 30 Nov 50, to CINCPAC, forwarded stevedoring dollar contract, signed, in triplicate, and requested that the contract be approved as written. This contract is for stevedore and terminal services at the Ports of Koji, Kokura and Shimonesaki. Accompanying the letter was inclosure which provides information relative to awarding of bids and later negotiations with the successful award winner.

2. The contract was reviewed by the Trans Officer and found to be technically sufficient. It closely follows the Standard Army-Navy Stevedoring Contract as outlined in the T.C. Procurement Instructions with applicable revisions to fit operations in Japan. The rates are considered fair and reasonable.

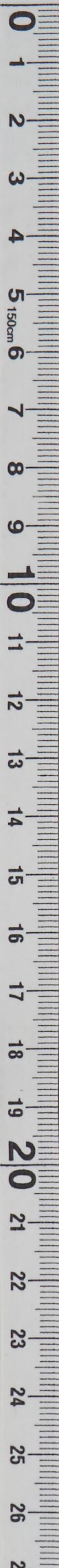
3. By C/N 1, 4 Dec 50, the contract was forwarded to the JA and Comptroller for review. The comments regarding errors and the method of making the changes were furnished by the JA (Maj Snyder) in C/N 2, 5 Dec 50. The Comptroller, C/N 3, 5 Dec 50, concurs.

4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

5. Action suspended on Trans Jo #3918 (Ltr, Hq JLCOM, AGPDC 160, 30 Nov 50) until 15 Dec, pending dispatch.

G. B. S. 26-5665

G-4



Article 1 (a), para 2, line 2, change "November 1957" to "November 1951".
Article 2 (a), para 1, line 2 and 3, change "Article 11" to "Article 10".
Article 3 (a), para 1, line 2, change "the Secretary of the Army and Navy Department" to "the Secretary".

In the interests of expediency, it is desired that the above changes be made with the least possible delay. The amendments and changes should be indicated by placing the initials of the responsible official at the bottom of each page.

REVISIONS OF CONTRACT NUMBER 101



8 Lines
copy of last 2 pgs
for the Secretary:
DOD
JCS
NSA
CIA
Comptroller
ASST SEC DEFENSE

1. The contract was reviewed by the Special Officer and found to be substantially satisfactory. It is hereby approved as a standard Army-Navy contract and recommended that the contract be approved as standard. This contract is for equipment and technical services of the type of work done and described. Accordingly, the latter are indicated with a question mark in the list of items and their descriptions with the information relative to location of the and their descriptions with the contract number.

2. The contract was reviewed by the Special Officer and found to be substantially satisfactory. It is hereby approved as a standard Army-Navy contract and recommended that the contract be approved as standard. This contract is for equipment and technical services of the type of work done and described. Accordingly, the latter are indicated with a question mark in the list of items and their descriptions with the information relative to location of the and their descriptions with the contract number.



3. The contract was reviewed by the Special Officer and found to be substantially satisfactory. It is hereby approved as a standard Army-Navy contract and recommended that the contract be approved as standard. This contract is for equipment and technical services of the type of work done and described. Accordingly, the latter are indicated with a question mark in the list of items and their descriptions with the information relative to location of the and their descriptions with the contract number.

4. The contract was reviewed by the Special Officer and found to be substantially satisfactory. It is hereby approved as a standard Army-Navy contract and recommended that the contract be approved as standard. This contract is for equipment and technical services of the type of work done and described. Accordingly, the latter are indicated with a question mark in the list of items and their descriptions with the information relative to location of the and their descriptions with the contract number.

GD P&O AJC/JA/JRD/mg

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD:

Subject: Approval of Contract No DA 92-502-FEC-3018

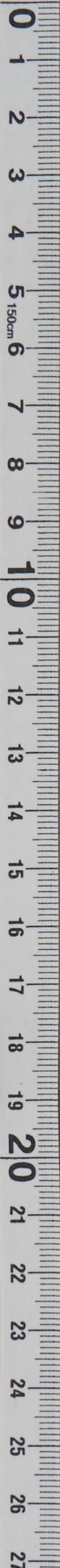
1. By AG routing slip, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 1st Ind reply to letter, Hq JLCOM, AGPDO 160, subject as above, 30 Nov 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract.

2. Contract No. DA 92-502-FEC 3018 (Negotiated) entered into 30 Nov 50 with Moji Koun Kaisha Ltd, Moji City, Japan, covers the services of a contractor to load or discharge cargoes, and, in connection therewith, to perform all the duties of a stevedore on any vessels which the Contracting Officer may designate at any pier or anchorage in Ports of Moji, Kokura, and Shimonoseki upon the terms and conditions set forth in the contract for the term beginning 1 Dec 50 and ending 30 Nov 51, compensation therefor to be based on the schedule of rates as included in the contract.

3. Review of the above contract reveals that the total contract consideration is not shown. Article Ia(1) in the contract provides that: "Designation of Service. The Contracting Officer or his authorized representative will advise the Contractor before the beginning of work and will thereafter promptly confirm in writing the basis (Commodity or Man-Hour) under which services will be performed. The notice in writing will cite the procurement allotment and the certificate of the availability of funds." Information obtained from JA (Mr. Gurow) on 12 Dec 50, indicated this type of contract is termed an "Open End Contract," and that while it is preferred that a total consideration, even an estimated one, be shown on the cover page of the contract, it is not essential so long as a provision substantially the same as the one quoted above is included in the contract. Information obtained from Compt (Mr. Berry) on 12 Dec 50, indicated there is no requirement known to the Compt that would necessitate the total consideration being shown in such contracts. Information obtained from Trans O (Mr. Senger) on 12 Dec 50, indicated that funds for such contracts are committed quarterly but are obligated monthly. JPR 5-200.6 information included in letter Hq JLCOM, PDO 160, subj: Approval of Award for Stevedoring Service at Ports of Moji, Kokura and Shimonoseki under Request for Bids Opened 24 Nov 50, FEC 3018, 30 Nov 50, indicates: "On the basis of the present experience, it is expected that this contract will amount to an excess of \$1,000,000.00 for the year ending 30 Nov 51."

4. The 1st Ind reply as proposed by Trans O forwards to Hq JLCOM three signed copies of the above contract manually approved by Trans O (For, and in the name of CINCPAC), lists minor errors to be corrected, and directs that in

G-4 FILE



M/R contd

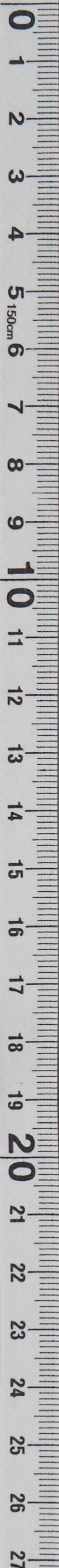
15 December 1950

the interests of expediency, the specified changes will be made upon the copies of the executed contract and that assent to such changes will be indicated by placing the initials of the representatives of both parties thereon. The 1st Ind reply, as proposed by Trans O, is concurred in by JA and Compt by initials on the AG routing slip. Review of the above contract reveals no other discrepancies. Recommend G-4 concur in signature and dispatch of the proposed 1st Ind by initialing the AG routing slip.

- 5. Within established policy.
- 6. Completes action on G-4 JN 18663.

JRD *JRD* 26-6047
JA *JA* 26-6033
A.J. Co. *A.J. Co.* 26-6040

G-4 FILE



G-4 ROUTING	
AGCS	<i>[Handwritten mark]</i>
DAC	
EXEC	<i>[Handwritten mark]</i>
①	<i>[Handwritten mark]</i>
Q-R	
SUPPLY	
PETROLEUM	
KEA	
② ADMIN	<i>[Handwritten mark]</i>

160

G-4

AG 160 (30 Nov 50) IS

1st Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 18 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

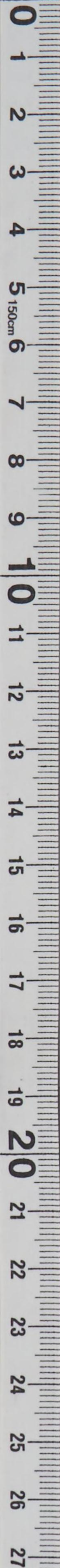
1. Manual approval of three (3) copies of Contract No. DA-92-502-FEU-3002 has been accomplished.

2. The following errors are noted in the contract and should be corrected:

a. Article 3 (e), page 16, line 6, change "Article 21" to "Article 17."

P-10
18653
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SECRET

SECRET

0-1



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18823

AGPDO 160, subj: Approval of Contract FEC-3002, 30 Nov 50, 1st Ind.
(Cont'd) 18 DEC 50

b. Article 4 (c), page 17, line 6, delete "the Secretary of the Army" and insert "Commander-in-Chief, Far East."

c. Article 4 (d), page 18, lines 2 and 5, change "Article 11" to read "Article 10."

3. In the interests of expediency, it is desired that the above changes be made upon the face of the executed contracts. The assent to such changes should be indicated by placing the initials of the representatives of both parties thereon.

BY COMMAND OF GENERAL MACARTHUR:

2 Incls
Dup cy Incl 2 w/d

Copies furnished:

- CinC
- CofS
- G-4
- JA
- Comptroller

H. FRAZIER
Major, AGC
Asst. Adj. Genl



TO-O ELR:FEB:GCS:eh
7 December 1950

MEMO FOR RECORD:

1. Ltr, Hq, JLCOM, AGPDO 160, subj: Approval of Contract, FEC-3002, 30 Nov 50, to CINCFE, forwarded stevedoring dollar contract, signed, in triplicate, and requested that the contract be approved as written. This contract is for stevedore and terminal services at the Port of Kobe. Accompanying the letter was an inclosure which provides information relative to awarding of bids and later negotiations with the successful award winner.

2. The contract was reviewed by the Trans Officer and found to be technically sufficient. It closely follows the Standard Army-Navy Stevedoring Contract as outlined in the T.C. Procurement Instructions with applicable revisions to fit operations in Japan. The rates are considered fair and reasonable.

3. By C/N 1, 4 Dec 50, the contract was forwarded to the JA and Comptroller for review. The comments regarding errors and the method of making the changes were furnished by the JA (Maj Snyder) in C/N 2, 5 Dec 50. The Comptroller, C/N 3, 6 Dec 50, concurs.

4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

5. Action suspended on Trans Jo #3915 (ltr, Hq, JLCOM, AGPDO 160, 30 Nov 50) until 15 Dec, pending dispatch.

C.B.S. 26-6556

GD P&O NMW/JA/JRD/dr

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD

Subject: Approval of Contract No. DA-92-502-FEC-3002

1. By AG R/S, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 1st Ind reply to letter, Hq JLCOM, AGPDO 160, subj: as above, 30 Nov 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract.
2. Contract No. DA-92-502-FEC-3002 (Negotiated) entered into 28 Nov 50 with Daishin Unyu Co, Ltd., Kobe, Japan, covers the services of a contractor to load or discharge cargoes, and, in connection therewith, to perform all the duties of a stevedore on any vessel which the Contracting Officer may designate at any pier or anchorage in Kobe Port Area upon the terms and conditions set forth in the contract for the term beginning 1 Dec 50 and ending 30 Nov 51, compensation therefor to be based on the schedule of rates as included in the contract.
3. Review of the above contract reveals that the total contract consideration is not shown. Article I a(1) in the contract provides that: "Designation of Service. The Contracting Officer or his authorized representative will advise the Contractor before the beginning of work and will thereafter promptly confirm in writing the basis (Commodity or Man-Hour) under which services will be performed. The notice in writing will cite the procurement allotment and the certificate of the availability of funds." Information obtained from JA (Mr Gurow) on 12 Dec 50, indicated this type of contract is termed an "Open End Contract," and that while it is preferred that a total consideration, even an estimated one, be shown on the cover page of the contract it is not essential so long as a provision substantially the same as the one quoted above is included in the contract. Information obtained from Compt (Mr. Berry) on 12 Dec 50, indicated there is no requirement known to the Compt that would necessitate the total consideration being shown in the contract. Information obtained from Trans O (Mr. Senger) on 12 Dec 50, indicated that funds for such contracts are committed quarterly but are obligated monthly. JPR 5-200.6 information included in letter Hq JLCOM, PDO 160, subj: Approval of Award for Stevedoring Services at Kobe^{Port} under Request for Bids Opened 24 Nov 50, FEC-3002, 30 Nov 50, indicates: "On the basis of the present experience, it is expected that the work under this Kobe Port contract will amount to approximately \$2,000,000.00 for the year ending 30 Nov 51."
4. The 1st Ind reply as proposed by Trans 6 forwards to CG JLCOM three signed copies of the above contract manually approved by Trans O (For, and in the name of, CINCPAC), lists minor errors to be corrected,

G-4 FILE

MEMORANDUM FOR RECORD (CONT'D)

15 December 1950

Subject: Approval of Contract No. DA-92-502-FEC-3002

and directs that in the interests of expediency, the specified changes will be made upon the face of copies of the executed contract and that assent to such changes will be indicated by placing the initials of the representatives of both parties thereon. The 1st Ind reply, as proposed by Trans O, is concurred in by JA and Compt by initials on the AG R/S. Review of the above contract reveals no other discrepancies. Recommend G-4 concur in signature and dispatch of the proposed 1st Ind by initialing the AG R/S.

- 5. Within established policy.
- 6. Completes action on G-4 Journal Number 18653.

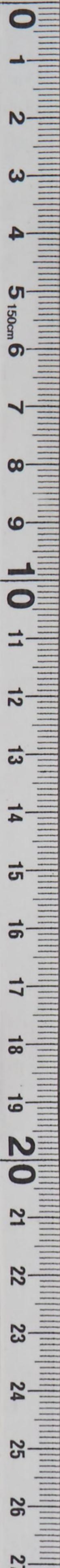
J.R.D. 26-6047

J.A. 26-6033

A.J.C. 26-6444

G-4 FILE

18653



160

Ltr, JLCON, AFPO 160, subject: Approval of Contract, 7 Dec 50

AG 160 (7 Dec 50)OE 1st Ind

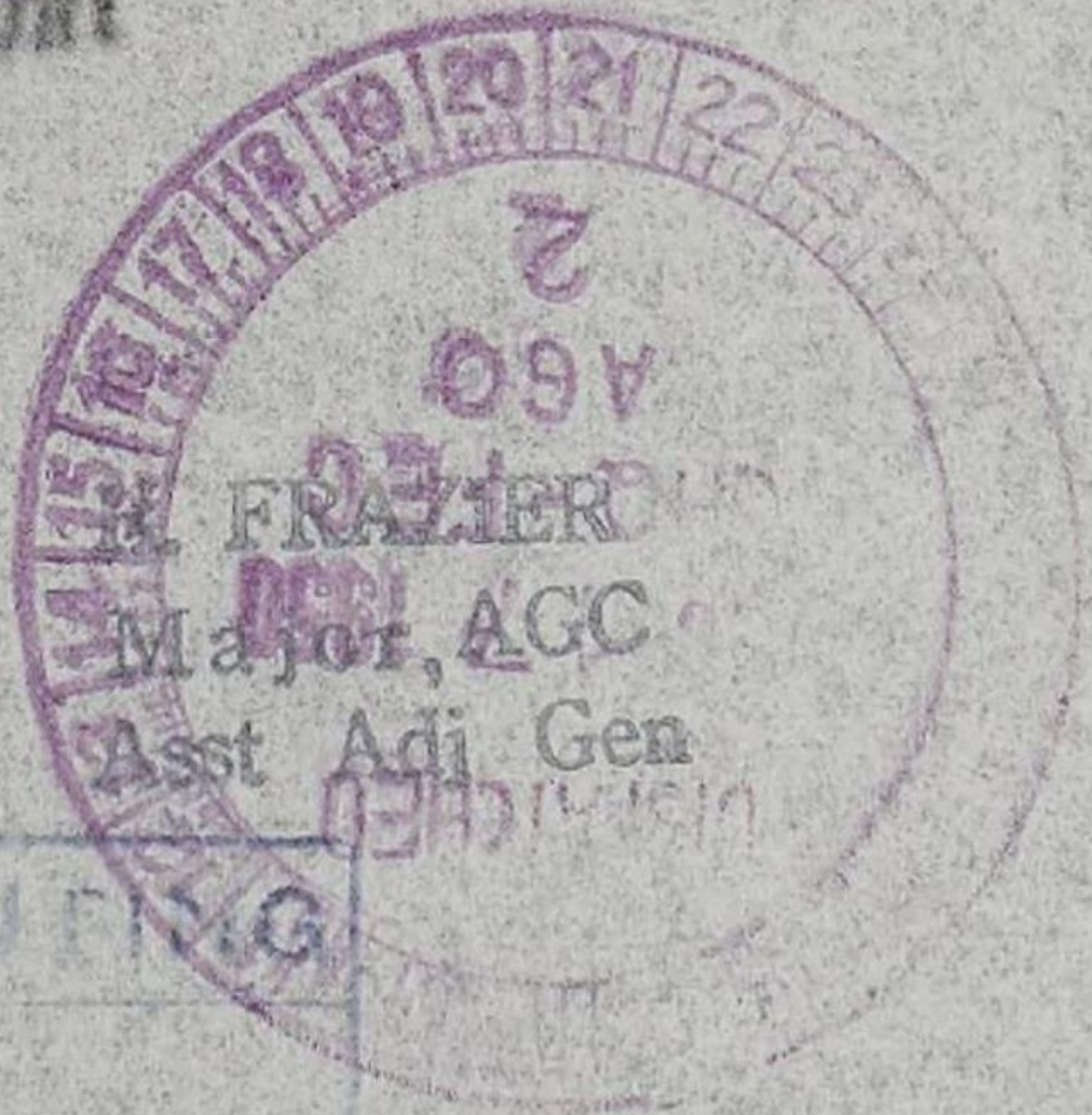
GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 17 DEC 50

TO: Commanding General, Japan Logistical Command, APO 242

1. Attached Request for Approval of Award FAC-3135, together with Contract Number DA-92-502-FAC-3135 and accompanying data, is returned without action. Administration of this contract in its present form (Fixed-Price) will necessitate installing a complex cost accounting system which will require operation by qualified personnel not now available to the contractor of the Government, and will incur excessive costs in assuring that the best interests of the Government are upheld.

2. The proposed contract will be resubmitted for approval in the form of a Time and Materials contract. This type of contract is more adaptable to the operations at the Tokyo Ordnance Depot, will be simpler and far less costly to administer than the proposed Fixed-price contract, and will be more advantageous to the Government than any other type of contract. The draft of the Time and Materials contract informally furnished General Headquarters at the request of the Ordnance Officer for purposes of comparison is not of the type commonly used for Time and Materials contracts and is returned herewith. Furnished for convenience is Engineer Form 520 together with revision thereof for overseas use (Contract No. DA-320-FAC-15 with Morrison-Kaudern International Company). It is recommended that this contract form be used as a general guide in the preparation of a suitable Time and Materials Contract for the operation of Tokyo Ordnance Depot. When the form and copy of contract have served their purpose it is desired that they be returned to General Headquarters, Attention: Ordnance Officer.

BY COMMAND OF GENERAL MCCARTHY:

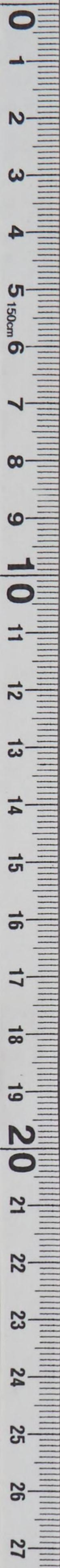


- 4 Incls
- 1. n/c
- Added
- 2. Draft Contract for Opn of T. O. D.
- 3. Engr Form 520
- 4. Cy of Contract DA-320-FAC-15

ROUTING

AC	
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Handwritten marks: circled 1, circled 2, circled F, 18977, p10, WBR



G-4

M/R

14 Dec 50

SUBJECT: Approval of Contract No. DA-92-502-FEC-3135

1. Proposed Contract No. DA-92-502-FEC-3135 (TOD) is intended to replace Contract DA-92-502-FEC-1141 which was the subj of adverse comments in GHQ ltr, IG 333.1, subj: Report of Special Inspection of Certain Ordnance Contracts and the Administration Thereof at Tokyo Ordnance Center, 4 Nov 1950 and which is being terminated in favor of the new contract. The proposed contract is submitted by JLCOM to GHQ for approval in accordance with JPR 5-200.4. It is of the Fixed-Price type, as is its predecessor Contract FEC-1141.

2. The new proposed contract corrects the deficiencies noted in the IG report, but in so doing has become so complicated by the complex pricing system necessary under the Fixed-Price type of contract that it will be extremely difficult and costly to administer. The number of unit prices is increased from 321 under Contract FEC-1141, representing a different price for each major end item, to over 2275. To further complicate the contract, each unit price now pertains to either a major item, assembly, sub-assembly, or part - the interchangeability of which varies with the amount of work applied to each item processed. This will necessitate countless combinations of prices (for few major items will be alike in condition and completeness) which must be determined, billed, audited and eventually paid.

3. In order to accomplish this task on the 1,465,000 items handled monthly voluminous records must be kept, and a large number of additional persons employed. Approx 50 additional trained fiscal, accounting, control and inspection personnel (many of whom are not available in the FEC) will be required by T. O. D., to say nothing of the additional employees required by the Hq, JLCOM and the estimated 150 that must be added to the Contractor's payroll. Even if trained personnel were available to handle this administrative workload the cost of the salaries would be prohibitive.

4. After a survey of the operations conducted at the T. O. D. and their relation to the proposed contract, representatives of the COM, GHQ, (Mr. Ashworth) and Ord Sect, GHQ (Lt Col Wilson) confirmed the general opinion that a Time and Materials type contract would be more suitable than the Fixed-Price type proposed by JLCOM. The use of the Time and Materials Contract was urged by the C.O., T.O.D. (Lt Col Smith) who will be responsible for administering the new contract, as serving the best interests of the Govt. In this connection the following is a partial quotation from Armed Services Procurement Regulation 3-407 Time & Materials Contract (19 May 1948):

"Representative situations where this type of contract might be used are contracts for engineering and design services in connection with the production of supplies, contracts for repair, maintenance, or overhaul, and contracts for the production of supplies in special cases of emergency."

5. The accounting procedures for administering a Time & Materials contract for the repair, maintenance, overhaul and rehabilitation of the hundreds of different types of units such as are processed at T.O.D. are much simpler and less costly than for administering the Fixed-price type contract. Due to

M/R, 14 Dec 50, cont'd:

the fact that the contractor is paid for the time (including a fair percentage for overhead, profit, expenses, etc.) which he furnishes thru his employees, and any materials he furnishes (which in this case are of minor importance) considerable experience is req'd to arrive at the hourly rate factor, and firm control must be exercised by the installation commander thru time-keeping, etc., to prevent excesses which might prove costly to the Govt. Tokyo Ord Depot has had ample experience upon which to base the hourly rate factor by virtue of operating a Time & Materials Contract under the Yen budget (under Japanese Public Law 612) for over one and one-half years. In addition, a very thorough time-keeping system has been in effect at T.O.D. for over two (2) years. It is believed that the degree of control exercised by the C.O., T.O.D., over the contractor is such as to assure adequate protection to the Govt in the administration of a Time & Materials Contract.

6. Inst ind returns to JLCOM without action the Rqst for Approval of Award of Contract FEC-3135, together with the ppsd Fixed-Price Contract and its voluminous substantiating cost data. It directs JLCOM to resubmit the ppsd contract as a Time & Materials Contract and recommends Engr Form 520, revised for overseas use, as a guide in drafting the new contract. The draft Time & Materials Contract which JLCOM had drawn up for use at T.O.D. and which was submitted informally to GHQ at the reqst of the Ord Officer (Lt Col Wilson) is also returned, together with recommended Form 520 and a sample contract. Use of this form is concurred in by COM, (Mr. Ashworth).

7. The above action is concurred in by COM (Gen Williams) C/N 2, 10 Dec 50, and by JA (Lt Col Williamson) by C/N 3, 12 Dec 50 to Ord C/N 1, 8 Dec 50 subj: Contract DA-92-502-FEC-3135 (Tokyo Ord Depot).

R. P. W. _____ 57-8197

DECLASSIFIED

Authority NN 0975029

HEADQUARTERS
JAPAN LOGISTICAL COMMAND
Office of the Commanding General
APO 343

AGPDO 160

7 Dec 1950

SUBJECT: Approval of Contract

TO: Commander-in-Chief
Far East
APO 500
ATTN: Ordnance Section

1. Reference is made to paragraph 5-200.4, Joint Procurement Regulations.
2. Your attention is invited to the last paragraph on Page 1 of attached contract. It is requested that this contract be approved as written.

FOR THE COMMANDING GENERAL:

1 Incl
Request for Approval of
Award FEC-3135 w/3 incls

Wm. G. POTTS, Jr.
Captain, AGO
Asst Adjutant General

Contract NO. DA-92-502-FEC-3135 (Tokyo Ord Depot)

Ord O

AG

14 Dec 1950

Thru: G-4

4.
(cont'd)

3. Request return of C/N correspondence to Ordnance for file.

4 Incls

1. n/c

2. added

3. ENGR FORM ✓ 20

4. C/N Cont. DA-302-FEC-15

U. N.

GD P&O NMW/JA/JRD/jo

Lt Col Dorman 26-6047

From: G-4

To: AG

Date:

5.

1. G-4 concurs in signature and dispatch of the attached 1st Ind reply to CG JLCOM, as proposed by Ord O.

2. Attention is invited to the Ord O request in para 3, preceding C/N 4 for return of the preceding C/Ns for the Ord O contract files.

4 Incls

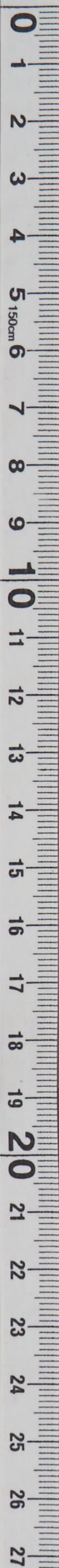
n/c

-G. L. E.-

G-4

18977

4



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(Major Snyder,
26-7401)

Contract DA-92-502-FEC-3135 (Tokyo Ordnance Depot)

JA

Ord

12 December 1950

- 3.
1. This office concurs in the comments set forth in paragraph 3, C/N 2.
 2. A fixed unit price contract is not readily adaptable for use in connection with the repair, maintenance, overhaul, and rehabilitation of the hundreds of different types of units, as set forth in the scope of work of subject contract. Since the unit prices herein are not based on actual cost data, and it will be necessary to install a complex accounting system to be operated by personnel not readily available, to determine the actual cost of the unit price, it is clear that such a contract will not best serve the governments interest.
 3. The draft of the Time and Material Contract informally furnished by JLCOM, and referred to in paragraph 2, C/N 1, is not of the type commonly used for Time and Material Contracts. Attached is Engineer Form 520, together with revision thereof, for overseas use (Contract No. DA 92-320-FEC 15 with Morrison-Knudsen International Company), the use of both of which are recommended as general guides in drafting a form suitable to the needs of the present situation.
 4. Request return of forms when they have served their purpose.

4 Incls
Incls 1 and 2 n/c
Added
3. Engineer Form 520
4. Contract No. DA-92-320-FEC-15

-----G.W.H.-----

From: Ord 0

To: AG
Thru: G-4

Lt Col Wilson 57-8197
Date: 14 Dec 1950

- 4.
1. Above C/N correspondence is forwarded for your information in connection with the review of Contract No. DA-92-502-FEC-3135 (Tokyo Ordnance Depot) which is being returned to JLCOM without action. Attached correspondence directs JLCOM to resubmit the contract as a Time and Materials Contract, instead of as a Fixed-Price Contract.
 2. Request attached letter be approved for dispatch and that this office (57-8197) be notified when correspondence has been cleared by AG so that it can be hand-carried to JLCOM.

Mr. Ashworth 26-6943

Contract DA-92-502-FEC-3135
(Tokyo Ordnance Depot)

COM

JA

10 December 1950

2

1. A survey of the operations conducted at the Tokyo Ordnance Depot has been made by representatives of this office and it is their opinion that the proposed Fixed Unit Price contract is not the best type of contract to be used in connection with the repair, maintenance, overhaul and rehabilitation of the hundreds of different types of units at this installation.

2. The unit prices in the proposed contract have been determined mainly by time study methods and cost estimates and not on actual cost data, as no adequate cost accounting system has been installed by the contractor or the Government. Under the proposed contract, in order to determine the actual cost of the thousands of unit prices for the purpose of price revision it will be necessary to install a complex cost accounting system which will require operation by qualified personnel not now available to the contractor or the Government.

3. It is the opinion of this office that a Time and Material type contract is the only type of contract adaptable to the operations at the Tokyo Ord Depot and will be more advantageous to the Government than any other type of contract.

4. The comments of the Ordnance Officer in preceding C/N 1 are fully concurred in by this office.

2 Incls
n/c

----- L. L. W. -----

Contract DA-92-502-FEC-3135
(Tokyo Ordnance Depot)

Lt Col Wilson 57-8197

Ord O

JA
GOM

8 Dec 1950

1. Attached is JLCOM ltr, AGPDO 160, 7 Dec 1950 (Incl 1), which requests approval of Contract FEC-3135 in accordance with the provisions of par 5-200.4 JPR. Enclosed with this letter is a letter containing the data required by par 5-200.6 JPR. This latter letter encloses the subject contract, in triplicate, together with detailed cost breakdown as arrived at separately by the Tokyo Ord Depot and the Contractor.

2. In reviewing this contract which is the "fixed price" type, Ordnance compared its structure and content with a draft "time and materials" type contract drawn up by JLCOM to cover the same activity and submitted informally at the request of this office. Ordnance is of the firm opinion that the contract as submitted for approval does not serve the best interests of the government because it will be uneconomical to administer. It is believed that a "time and materials" contract, similar to the type furnished informally and enclosed herewith (Incl 2), is more suitable and under the circumstances is the proper type to be used at Tokyo Ord Depot for the rebuild and rehabilitation of Ordnance material. Attention is invited to ASFR 3-407, Time and Materials Contract, which states in part: "Representative situations where this type of contract might be used are contracts for engineering and design services in connection with the production of supplies, contracts for repair, maintenance or overhaul, and contracts for the production of supplies in special cases of emergency."

3. The conclusion that a Time and Materials Contract should be used instead of the Fixed Price Type is substantiated by the Commanding Officer, Tokyo Ordnance Depot, who will be called upon to administer the contract.

4. It is proposed to return the contract to JLCOM with instructions that it be resubmitted for approval as a Time and Materials contract. Your comments and concurrences are requested. In view of the desirability of obtaining final approval on the TOD contract by 15 Dec 50, expeditious action is requested.

2 Incls

1. JLCOM ltr, AG PDO w/incls
2. Draft, contract for opn
of TOD

----- U. N. -----

G-4 PLANS AND OPERATIONS DIVISION

GD P&O NMW/JA/JRD/jo
16 December 1950

MEMORANDUM FOR RECORD:

SUBJECT: Contract No. DA-92-502-FEC-3135 (Tokyo Ord Depot)

(Reference: G-4 Journal No. 18076)

1. By C/N 4, subj: as above, 14 Dec 50, Ord O forwards to AG a proposed 1st Ind reply to letter, Hq JLCOM, AGPDO 160, subj: Approval of Contract, 7 Dec 50. Basic letter referred to JPR 5-200.4, submitted the information required by JPR 5-200.6 (by letter, Hq JLCOM, PDO 160, subj: Approval of Award of Contract for Repair and/or Manufacturing, Installation and/or Fabrication, Purchase and/or Processing of Ordnance Items, FEC-3135, 7 Dec 50), and requested approval of the above contract.
2. Contract No. DA-92-502-FEC-3135 (negotiated) entered into 5 Dec 50 with the Japan Steel Works, Ltd., Tokyo, Japan covers the repair and/or manufacturing, installation and/or fabrication, purchase and/or processing of specified Ordnance items at the unit prices shown in the contract, for a total consideration not to exceed \$3,100,000.00.
3. The 1st Ind reply proposed by Ord O returns the above contract and accompanying data to CG JLCOM, without action and indicates that administration of the contract in its present form (Fixed-Price) will necessitate installing a complex cost accounting system which will require operation by qualified personnel not now available to the contractor or the Government, and will incur excessive costs in assuring that the best interests of the Government are upheld. Further that the proposed contract will be resubmitted for approval in the form of a Time and Materials type contract considered to be more adaptable to the operations at the Tokyo Ordnance Depot, more advantageous to the Government than any other type of contract, and simpler and far less costly to administer than the proposed fixed-price contract. The proposed 1st Ind returns as unsuitable a draft of a Time and Materials contract informally submitted, and requests that a suitable contract form be prepared using as guides the enclosed Engineer Form 520 together with a revision thereof for oversea use (Contract # DA-92-502-FEC-15 with Morrison-Knudsen International Co., Inc., San Francisco, Calif). The 1st Ind reply as proposed by Ord O incorporates the contract review comments by Ord O (C/N 1, Ord O to Compt and JA, subj: as above, 8 Dec 50 and C/N 4, Ord O to AG, thru G-4, 14 Dec 50), Compt (C/N 2, Compt to JA, 10 Dec 50), and JA (C/N 3, JA to Ord O, 12 Dec 50). Recommend G-4 concur in signature and dispatch of the 1st ind reply to CGJLCOM, as proposed by Ord O. Instant C/N 5 is self-explanatory.
4. Within established policy.
5. Completes action on G-4 JN 18977.

G-4 FILE

JRD

26-6047

JA

26-6033

NMW

26-6444

160 16 Dec 50

AGPDO 160 (8 Dec 50) 1st Ind
SUBJECT: Approval of Contract Number DA-92-502-FEC-472

Headquarters Japan Logistical Command, APO 343 10 DEC 1950

TO: Commander-in-Chief, Far East, APO 500
Attn: Ordnance Section

G-4 ROUTING	
AC/SG	
DA/SG	
EXECUTIVE	
P+O	<i>[Signature]</i>
C+RE	
SUPPLY	
PETROLEUM	
KEA	
ADMIN	<i>[Signature]</i>

1. Basic communication complied with.

2. Inclosed herewith is the duplicate signed copy of the contract and 3 signed copies of Modification No. 1 thereto as requested by paragraph 4 of basic communication. The original and triplicate signed copies of the contract are no longer available to this headquarters.

3. Upon return of these documents after approval, this headquarters will notify the holder of the unavailable copies of the contract of its final approval.

FOR THE COMMANDING GENERAL:

F. E. BERRY
Capt. AGD
Asst. Adj. Gen.

- 2 Incls
- 1. n/c
- Added
- 2. Modification No 1
- FEC-472 (3 cys)

AG 160 (8 Dec 50)OR 2d Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 16 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

The duplicate signed copy of Contract Number DA-92-502-FEC-472 is returned herewith manually approved.

BY COMMAND OF GENERAL MacARTEUR:

DISPATCHED
DEC 19 1950
H. FRAZIER
Major, AGC
Asst. Adj. Gen.

- 3 Incls
- n/c

(F)
P.O.
18811
RX



G-4 RECEIVED

EXCISE

EXCISE

AGRO 100 (A Dec 50)
AGRO 100 (A Dec 50)

AGRO 100 (A Dec 50)
AGRO 100 (A Dec 50)

AGRO 100 (A Dec 50)
AGRO 100 (A Dec 50)

RECEIVED
19 DEC 1950
G-4
GH Q

RECEIVED
12 DEC 1950
G-4
GH Q

3905
DEC 17 1950
GH Q

M/R

11 Dec 50

SUBJECT: Approval of Contract No. DA-92-502-FEC-472

1. Contract No. DA-92-502-FEC-472 was approved by ltr, GHQ, FEC, AG 160, subj: Approval of Contract No. DA-92-502-FEC-472, 8 Dec 50 with the stipulation that the original, duplicate and triplicate signed copies be returned for manual approval. The original and triplicate signed copies of the subj contract were not made available to Ord Sect, GHQ.

2. 2d Ind (above) returns contract manually approved, with modifications stipulated by the JA & COM, GHQ included, in accordance with paragraph 2a, b and c, basic ltr. Upon receipt, by JLCOM, of the duplicate signed copy of the contract, the holder of the unavailable copies of the contract will be notified, by JLCOM, of its approval in accordance with paragraph 4, basic communication, thereby completing the action.

R. P. W. _____ 57-8197

GD P&O AJC/JA/JRD/mg

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD:

Subject: Approval of Contract DA 92-502-FEC-472
(Reference: G-4 JN 18317)

1. By AG routing slip, 11 Dec 50, Ord O forwards to AG thru G-4, a proposed 2d Ind, reply to Letter GHQ, FEC, AG 160 (8 Dec 50) OR, subject as above, 8 Dec 50. Basic letter returned the above contract to CG JLCOM approved subject to its modification to incorporate the "Disputes Article" required by CP Dir 9-FY 1951, the JPR 4-306.4 "Price Revision Article", and an "Audit Article". Basic letter further requested that three signed copies of the above contract, modified to incorporate the changes specified above, be returned for manual approval and that the contractor be notified the contract is not in effect until manually approved. Hq JLCOM, 1st Ind, 10 Dec 50, returns one copy of the contract for manual approval, together with three signed copies of Modification No 1, and indicates the holders of the unavailable copies of the contract will be notified upon its manual approval.

2. Contract DA 92-502-FEC-472 (Negotiated) entered into 5 Aug 50 with the Hino Diesel Industry Co., Ltd., Tokyo, Japan, covers the services of a contractor to perform complete factory rebuild and reconditioning of approximately 224 Hi-Speed M-5 tractors, at \$800.00 each, with the Army facilities at the Tokyo Ordnance Center, Akabane, Tokyo, ^{Japan} total consideration \$336,000.00. Modification No 1, Supplemental Agreement, entered into 10 Dec 50, modifies the above contract to incorporate the changes required by the basic letter, and in addition adds to and makes the "Approval Article" a part of the contract.

3. The 2nd Ind reply to CG JLCOM, as proposed by Ord O, returns to CG JLCOM one copy of the above contract manually approved by the Ord O (For, and in the name of CINCEE). Review of the above contract reveals no discrepancies. Recommend G-4 concur in the 2nd Ind reply as proposed by Ord O, by initialing the AG routing slip.

4. Within established policy.

5. Completes action on G-4 JN 18311.

J.R.D. [Signature] 26-6047

J.A. [Signature] 26-6033

N.M.W. [Signature] 26-6444

JN 18311

3-4 FILE

PLANT AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD

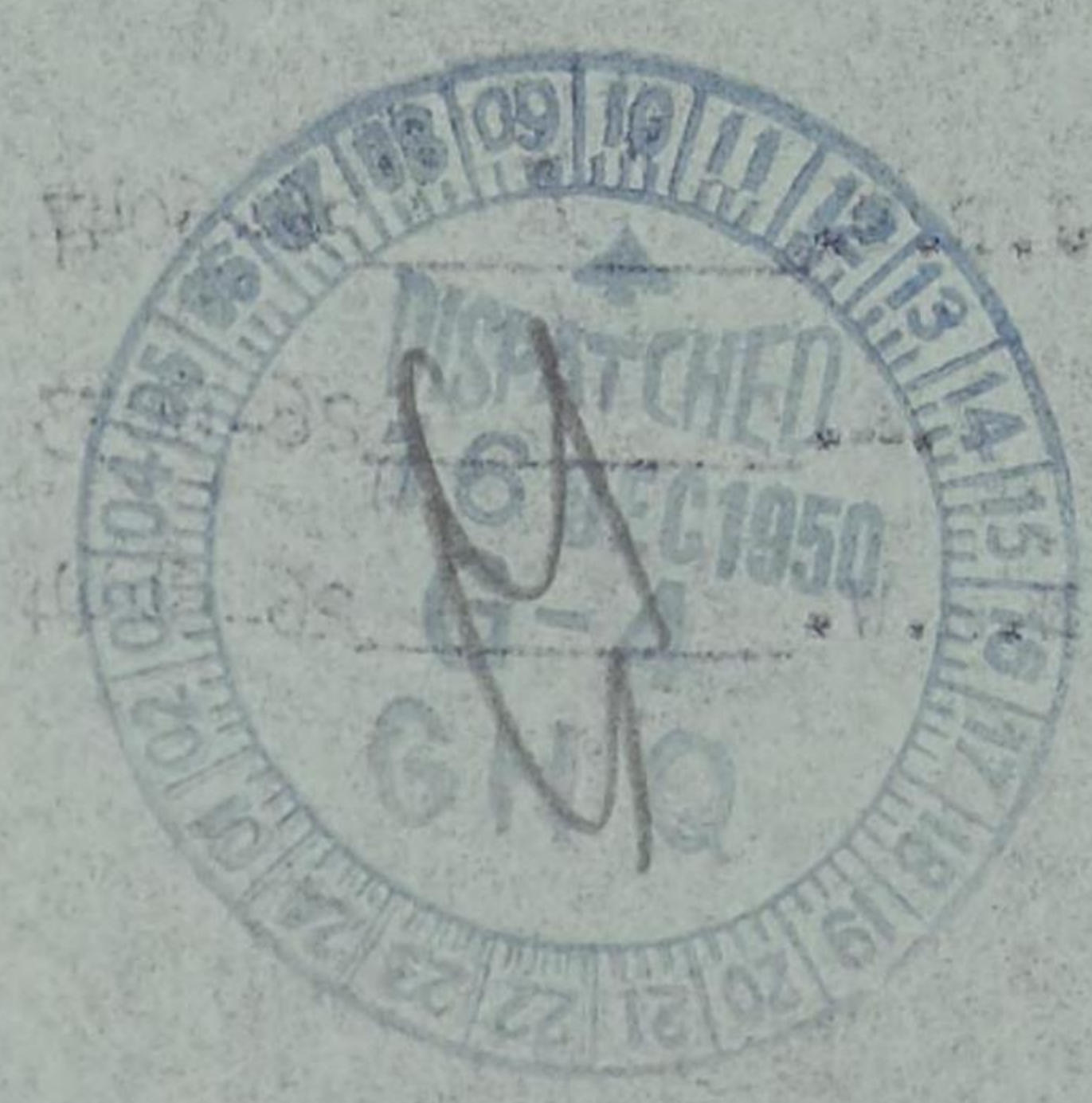
Subject: Approval of Contract DA 38-502-TDC-112
(Reference: G-4 11 1950)

1. By AG routing slip, 12 Dec 50, G-4 forwards to AG 11 1950, a copy of the letter to the Chief of Plant and Operations Division, dated 10 Dec 50, and subject as above. Basic letter returned the above contract to CG 11 1950, approved subject to the modification to incorporate the "Disposal Article" and "Audit Article". The DA 38-502-TDC-112 "Disposal Article" and "Audit Article". Basic letter further requested that three signed copies of the above contract, modified to incorporate the changes specified above, be returned for manual approval and that the contractor be notified the contract is not in effect until manually approved. On 11 Dec 50, CG 11 1950 returns one copy of the contract for manual approval, together with three signed copies of Modification No. 1, and indicates the holders of the unavail- able copies of the contract will be notified upon its manual approval.

2. Contract DA 38-502-TDC-112 (hereinafter referred to as "Contract") entered into 7 Aug 50 with the Kure Electric Industry Co., Ltd., Tokyo, Japan, covers the services of a contractor to construct complete factory rebuild and reconstruction of capacity 2000 KW at Kure, Japan, at 2800.00 per KW, with the Army facilities at the Tokyo Ordnance Center, Akasaka, Tokyo. Total consideration \$750,000.00. Modification No. 1, Supplemental Agreement, entered into 10 Dec 50, modifies the above contract to incorporate the changes required by the basic letter, and in addition adds to and amends the "Approval Article" a copy of the contract.

The End 11 1950 reply to CG 11 1950, as proposed by G-4, returns to CG 11 1950 one copy of the above contract manually approved by the G-4 (see G-4 11 1950) and in the name of OIA (see G-4 11 1950). Review of the above contract reveals no G-4 changes. Recommendation G-4 concur in the End 11 1950 reply as proposed by G-4, by initiating the AG routing slip.

- 4. Within established policy.
- 5. Complete action on G-4 11 1950.



160

Ltr, GHQ, FEC, AG 160, subject: Approval of Contract Number DA-92-502-FEC-1453, 4 Dec 50

AG 160 (4 Dec 50)OR 2d Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 16 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

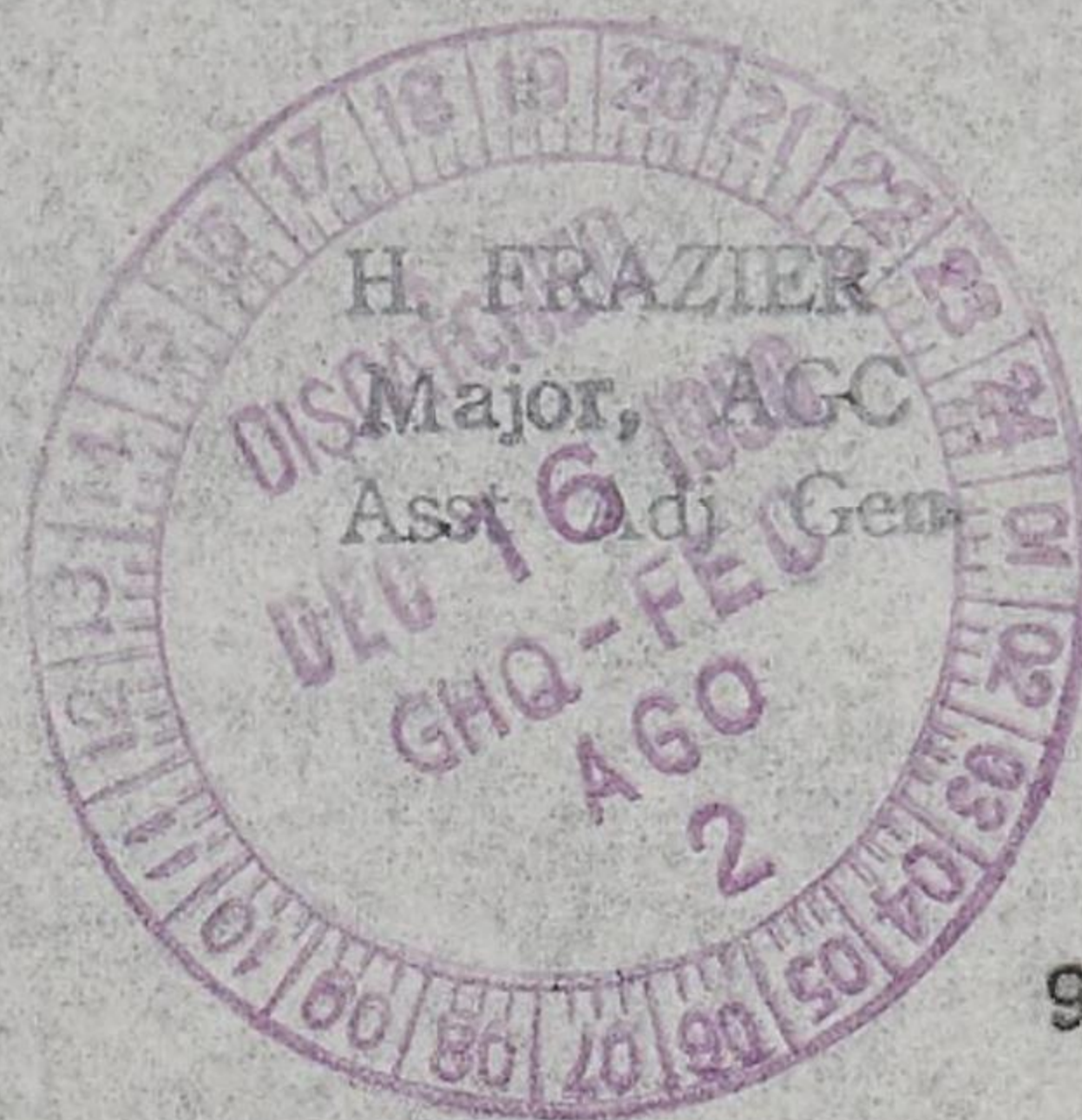
The duplicate signed copy of Contract Number DA-92-502-FEC-1453 is returned herewith manually approved.

BY COMMAND OF GENERAL MacARTHUR:

2 Incls
n/c

Copies furnished:
G-4 (2)
Ord Return

M/R



G-4 ROUTING	
AG/AG	
DAC/SEC	
EXECUTIVE	
P+O	
C+RE	
SUPPLY	
PETROLEUM	
AREA	
ADMIN	

9 Dec 50

SUBJECT: Approval of Contract No. DA-92-502-FEC-1453

1. Contract No. DA-92-502-FEC-1453 was approved by ltr, GHQ, FEC, AG 160, subj: Approval of Contract No DA-92-502-FEC-1453, 4 Dec 50 with the stipulation that the original, duplicate and triplicate signed copies be returned for manual approval. The original and triplicate signed copies of the subj contract were not made available to Ord Sect, GHQ.

2. 2d Ind (above) returns contract manually approved, with modification stipulated by the JA & COM, GHQ included, in accordance with paragraph 2a, basic ltr. Upon receipt, by JLCOM, of the duplicate signed copy of the contract, the holder of the unavailable copies of the contract will be notified, by JLCOM, of its approval in accordance with paragraph 4, basic communication, thereby completing the action.

R. P. W. _____ 57-8197

(F)
P.O.
18764
RT

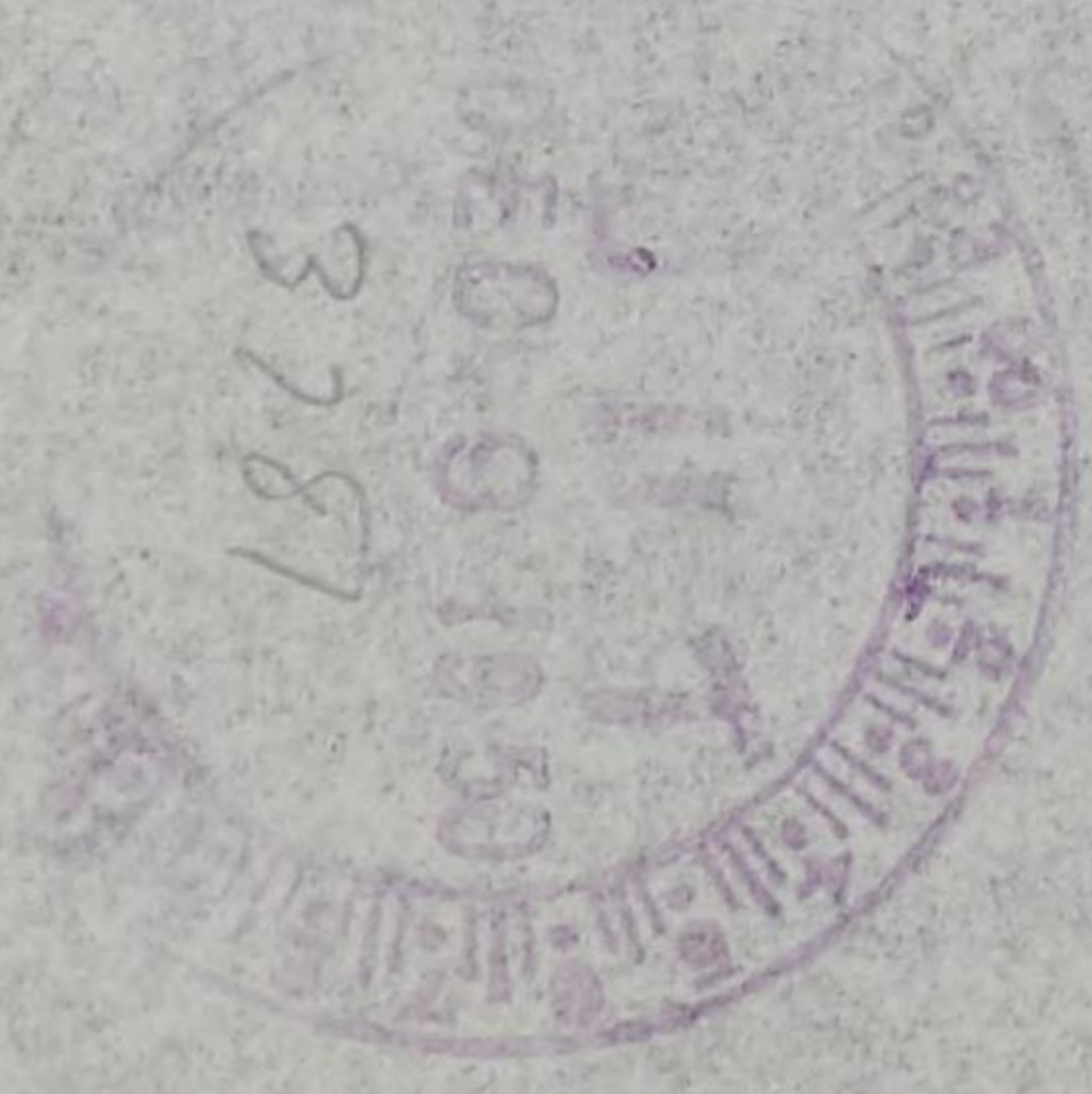


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AGPDO 160 (4 Dec 50)

1st Ind

SUBJECT: Approval of Contract Number DA-92-502-FEC-1453

7 Dec 1950

HEADQUARTERS JAPAN LOGISTICAL COMMAND, APO 343

TO: Commander-in-Chief, Far East, APO 500
ATTENTION: Ordnance Officer

1. Basic letter has been complied with.
2. Attached hereto is a duplicate signed copy of Contract No. DA-92-502-FEC-1453 and three signed copies of Supplemental Agreement No. 1. The original and triplicate signed copies of the contract are no longer available to this headquarters.
3. Upon return of these documents after approval, this headquarters will notify the holders of the unavailable copies of the contract, of its final approval.

FOR THE COMMANDING GENERAL:

- 2 Incls
1. w/d
Added
2. Contract No. DA-92-502-
FEC-1453 (1 cy)
3. Supplemental Agreement No. 1
(3 cys)

R. N. McCLARY
Maj. WAC
Actg Asst Adj. Gen.

ACPD 160 (4 Dec 50)
SUBJECT: Approval of Contract Number DA-98-503-740-1475
7 Dec 1950

HEADQUARTERS JAPAN LOGISTICAL COMMAND, APO 343

TO: Commander-in-Chief, Far East, APO 500
ATTENTION: Ordnance Officer

1. Basic letter has been complied with.

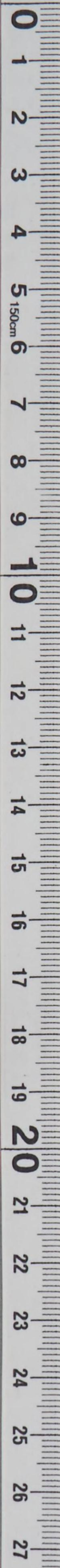
2. Attached hereto is a duplicate signed copy of Contract No. DA-98-503-740-1475 and three signed copies of Supplemental Agreement No. 1. The original and duplicate signed copies of the contract are no longer available to this headquarters.

3. Upon return of these documents after approval, this headquarters will notify the holders of the unavailible copies of the contract of its final approval.

FOR THE COMMANDING GENERAL:

R. W. McCLEARY
Lieut. WAC
Acting Asst. Adj. Gen.

2 Incls
1. w/d
Added
3. Contract No. DA-98-503-740-1475 (1 c)
3. Supplemental Agreement No. 1 (3 c)



GD P&O AJC/JA/JRD/mg

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD:

Subject: Approval of Contract DA 92-502-FEC-1453
(Reference G-4 JN 18136)

1. By AG routing slip, 9 Dec 50, Ord O forwards to AG, thru G-4, a proposed 2d Ind, reply to ltr GHQ, FEC, AG 160 (4 Dec 50)OR, subject as above, 4 Dec 50. Basic letter returned the above contract to CG JLCOM approved, subject to a minor correction in wording, and requested three signed copies of the contract, modified to incorporate the above change, be returned for manual approval, and that the contractor be notified the contract is not in effect until manually approved. Hq JLCOM, 1st Ind, 7 Dec 50, returned one signed copy of the above contract for manual approval, together with copies of Modification No 1, covering the required change, and indicated the holders of the unavailable copies of the contract will be notified upon its manual approval.
2. Contract DA 92-502-FEC-1453 (Negotiated) entered into 23 Sep 50, with the Hokuto Shinko Co., Ltd., Tokyo, Japan is a supply contract covering the purchase of 31,000 carbine stocks (at \$4.00 each for \$124,000.00), 25,000 ML, hand guards (at \$.58 each for \$14,500.00) and 500 grips (at \$.50 each for \$250.00) for a total consideration of \$138,750.00. Modification No 1, Supplemental Agreement, entered into 6 Dec 50, modified the above contract to incorporate the "Approval Article", and to make the minor correction in wording as required by the basic letter.
3. The 2d Ind, as proposed by Ord O, returns to CG JLCOM one copy of the above contract manually approved by the Ord O (For, and in the name of CINCFE). Review of the above contract reveals no discrepancies. Recommend G-4 concur in the proposed 2d Ind reply to CG JLCOM by initialing the AG routing slip.
4. Within established policy.
5. Completes action on G-4 JN 18764.

J.R.D. [Signature] 26-6047

J.A. [Signature] 26-6033

A.J.C. [Signature] 26-6444

G-4 FILE

JN 18764

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OPERATIONS AND TRAINING DIVISION

15 December 1950

MEMORANDUM FOR RECORD:

Subject: Approval of Contract DA 32-502-183-1453
(Reference G-4 24 1815)

1. By 40 routing slip, 9 Dec 50, OTC forwarded to 40, thru G-4, a proposed SA Ind, reply to SA Ind, 24 Dec 50, subject as above. Basic letter returned the above contract to G-4/COM approved, subject to minor correction in wording, and repeated three signed copies of the contract, modified to incorporate the above change, be returned for manual approval, and that the contractor be notified the contract is not in effect until manually approved. On 15 Dec 50, SA Ind, 7 Dec 50, returned one signed copy of the above contract for manual approval, together with copies of Modification No. 1, covering the required change, and indicated the holder of the available copies of the contract will be notified upon its manual approval.

2. Contract DA 32-502-183-1453 (Negotiated) entered into by SA Ind, with the Holston Shrimp Co., Inc., Holston, Tennessee, contract covering the purchase of 21,000 carmine shrimps (at \$124,000.00), 22,000 white shrimps (at \$14,500.00) and 500 lbs (at \$50 each for \$25,000.00) for a total consideration of \$163,500.00. Modification No. 1, Supplemental Agreement, entered into 6 Dec 50, modified the above contract to incorporate the "Approval Article", and to make the minor correction in wording as required by the basic letter.

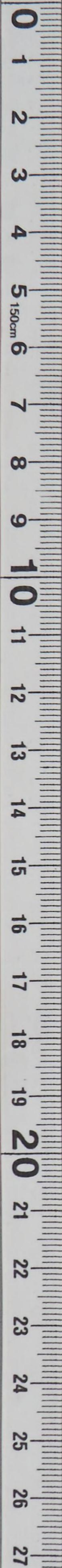
3. The SA Ind, as proposed by G-4, returns to G-4/COM one copy of the above contract manually approved by the SA Ind, and in the name of G-4/COM. Review of the above contract reveals no discrepancies. Action G-4 concurs in the proposed SA Ind reply to G-4/COM by returning the SA Ind routing slip.

4. Within established policy.

5. Complete action on G-4 24 1815.



0-4 FILE



160

G-4 ROUTING	
CCSG-4	<i>[Signature]</i>
DCSG-4	<i>[Signature]</i>
EXECUTIVE	<i>[Signature]</i>
① P+O	<i>[Signature]</i>
C+RE	
SUPPLY	
PETROLEUM	
KEA	
② ADMIN	<i>[Signature]</i>

G-4

AG 160 (30 Nov 50) TO 1st Ind
 GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 16 DEC 50
 TO: Commanding General, Japan Logistical Command, APO 343

1. Manual approval of three (3) copies of Contract No. DA-92-502-FEC-2998 has been accomplished.
2. The following errors are noted in the contract and should be corrected:
 - a. Article 3 (e), page 16, line 6, change "Article 21" to "Article 17."

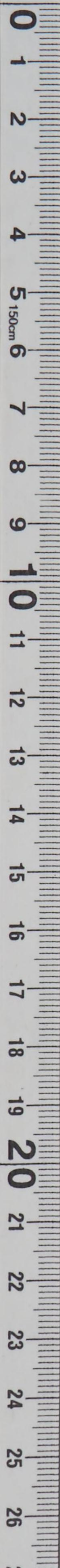
[Circular stamp: RECEIVED...]

①

[Handwritten: PJO]

[Handwritten: 18655]

[Handwritten: B]



G-4 ROUTING
EXECUTIVE
ADJUTANT
CHIEF
CLERK
SUPPLY
PROPERTY
OFFICE

1/20

Copy

TO: Commanding General, 1st Cavalry Division, Fort Benning, Georgia
FROM: [Illegible]
SUBJECT: [Illegible]



Article 1

AGPDO 160, subj: Approval of Contract, FEC-2998, 30 Nov 50, 1st Ind (Cont'd)
16 DEC 50

b. Article 4 (c), page 17, line 6, delete "the Secretary of the Army" and insert "Commander-in-Chief, Far East."

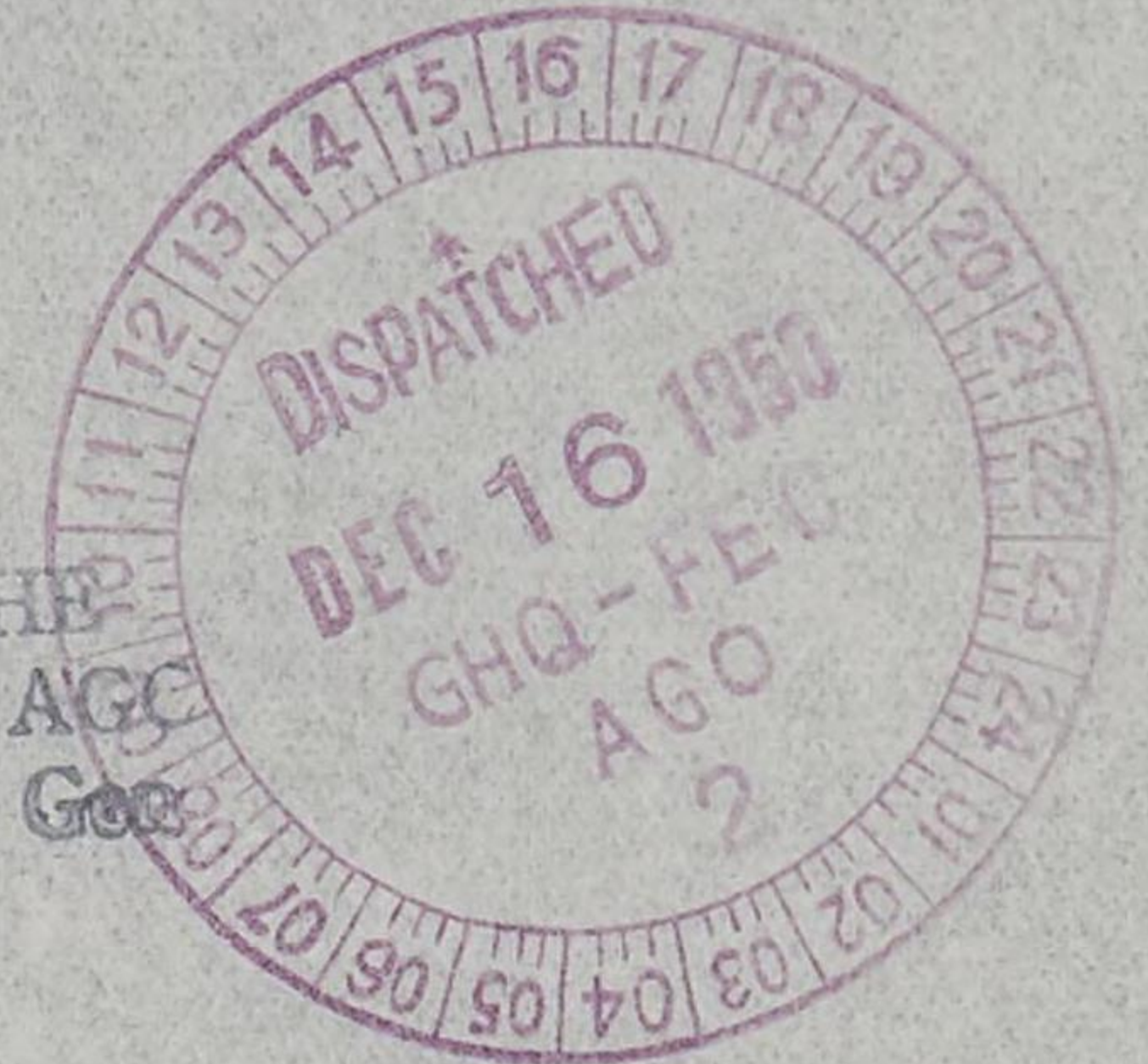
c. Article 4 (d), page 18, lines 2 and 5, change "Article 11" to read "Article 10."

3. In the interests of expediency, it is desired that the above changes be made upon the face of the executed contracts. The assent to such changes should be indicated by placing the initials of the representatives of both parties thereon.

BY COMMAND OF GENERAL MacARTHUR:

2 Incls
Dup cy Incl 2 w/d
Copies furnished:
CinC
CofS
G-4
JA
Comptroller

A. I. REHE
Lt Col, AGC
Asst Adj Gen



TO-O ELR:FEB:CBS:dk
7 December 1950

MEMO FOR RECORD:

1. Ltr, Hq JLCOM, AGPDO 160, subj: Approval of Contract, FEC-2998, 30 Nov 50 to CINCFA, forwarded stevedoring dollar contract, signed, in triplicate, and requested that the contract be approved as written. This contract is for stevedore and terminal services at the Kure Port Area. Accompanying the letter was an inclosure which provides information relative to awarding of bids and later negotiations with the successful award winner.

2. The contract was reviewed by the Trans Officer and found to be technically sufficient. It closely follows the Standard Army-Navy Stevedoring Contract as outlined in the T.C. Procurement Instructions with applicable revisions to fit operations in Japan. The rates are considered fair and reasonable.

3. By C/N 1, 4 Dec 50, the contract was forwarded to the JA and Comptroller for review. The comments regarding errors and the method of making the changes were furnished by the JA (Maj Snyder) in C/N 2, 5 Dec 50. The Comptroller, C/N 3, 6 Dec 50, concurs.

4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

5. Action suspended on Trans Jo #3913 (Ltr, Hq JLCOM, AGPDO 160, 30 Nov 50) until 15 Dec, pending dispatch.

C.B.S. 26-6556

HEADQUARTERS
JAPAN LOGISTICAL COMMAND
Procurement Section
APO 343

NOV 30 1950

PDO 160

SUBJECT: Approval of award for stevedoring at Kure Port area under Request for Bids opened 24 November 1950, FRC-2998.

TO: Transportation Officer
General Headquarters
Far East Command
APO 500

1. Pursuant to Paragraph 5-200.6, Joint Procurement Regulations, there is submitted herewith information required for approval of award to Kokusai Unyu Kabushiki Kaisha covering stevedoring services in the Kure Port area under request for bids opened 24 November 1950.

a. Name and address of contractor:

Kokusai Unyu Kabushiki Kaisha
No. 111, 5-chome, Kaigan-dori
Kure City

b. Location where contract is to be performed:

This contract provides for stevedoring and dock activity at the Kure Port area.

c. Past performance of the contractor:

The Kokusai Unyu Kabushiki Kaisha has had considerable experience in stevedoring under the supervision of the Occupation Forces. It presently holds both Procurement Demand Contract and Dollar Contract for stevedoring at the Kure Port. It is considered by the Kure Port to be fully competent to handle the work under the contemplated contract.

Incl 3

PDO 160

SUBJECT: Approval of award for stevedoring at Kure Port area under Request for Bids opened 24 November 1950, FEC-2998.

d. Time of commencement and completion of work:

Work under this contract will commence on 1 December 1950 at the call of the Kure Detachment, Kobe Port Command and will be completed at the expiration of time on 30 November 1951.

e. Negotiation Data:

Informal request for bids was opened and received 24 November 1950 by the Officer-in-Charge, Kure Branch, Procurement Section, JLC. Bids were received from eight contractors. All contractors who wished to bid were allowed to do so. In the request for bids, the prospective bidders were advised (a) that the low bidder will be determined by weighing the bids on the basis of experience at the port under the Dollar Contract for the past three months; (b) that the Government reserved the right to reject any bid, to make more than one award, and to further negotiate after the opening of bids.

The low bidder, Hiyoshi Kensetsu Unyu Co., was extremely low on all items. After a careful investigation was carried out by the Kure Branch, Procurement Section and by the Kure Detachment, Kobe Port Command, with inspection of the contractor's equipment at Hiroshima, it was determined that the contractor was incapable of handling the large quantity of materials anticipated for this port in the near future. Their bid was rejected because of the anticipated loss of time for unloading and loading of supplies would not be to the best interests of the United States Government. (See incl.1)

On the above basis, it was determined that the second low bidder, Kokusai Unyu Kabushiki Kaisha, was the best bidder. Determination of the best bidder was made on the basis of experience of 2,099 tons of drums loaded in the last three months; an estimated 37,000 tons of ammunition anticipated in the next three months.

Negotiation resulted in reduction in several rates. The extra labor and standby rates were also negotiated under satisfactory basis to all concerned.

f. Type of Contract:

Standard Army-Navy Stevedoring Contract, revised for use in this overseas area.

FBO 160

SUBJECT: Approval of award for stevedoring at Kure Fort area under Request for Bids opened 24 November 1950, FEC-2998.

g. Unit Price and Total Amount:

Unit prices vary from \$0.43 per weight ton for loading explosives; \$0.33 per measurement ton for loading general cargo. Dock activity rate for general cargo is \$0.40 per ton; explosives rate is \$0.50 per ton. It is expected that work under this contract will amount to approximately \$600,000.00 in the year ending 30 November 1951. Under the circumstances the prices are considered fair and reasonable.

h. Authority:

The contract was negotiated pursuant to authority of the Armed Services Procurement Act, Public Law 413, 80th Congress Section 2(c)(10), and Paragraph 3-210.2(j) of the Armed Services Procurement Regulations.

2. Approval of award to Kokusai Unyu Kabushiki Kaisha, in the amount indicated, is recommended in the best interests of the Government.

3. Expeditious approval of the award is requested inasmuch as the present contract expires at midnight 30 November 1950.

MAYLON E. SCOTT
Colonel, Arty
Contracting Officer

1 Incl.
Ltr of Disqualification,
dtd 25 November 1950

GD P&O NMW/JA/JRD/bc

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD:

SUBJECT: Approval of Contract No. DA-92-502-FEC-2998

1. By AG R/S, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 1st Ind reply to letter, Hq JLCOM, AGPDO 160, subj: as above, 30 Nov 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract.
2. Contract No. DA-92-502-FEC-2998 (Negotiated) entered into 28 Nov 50 with Kokusai Unyu Kabushiki Kaisha, Kure, Japan, covers the services of a contractor to load or discharge cargoes, and, in connection therewith, to perform all the duties of a stevedore on any vessel which the Contracting Officer may designate at any pier or anchorage in Kure Port Area upon the terms and conditions set forth in the contract for the term beginning 1 Dec 50 and ending 30 Nov 51, compensation therefor to be based on the schedule of rates as included in the contract.
3. Review of the above contract reveals that the total contract consideration is not shown. Article I a(1) in the contract provides that: "Designation of Service. The Contracting Officer or his authorized representative will advise the Contractor before the beginning of work and will thereafter promptly confirm in writing the basis (Commodity or Man-Hour) under which services will be performed. The notice in writing will cite the procurement allotment and the certificate of the availability of funds." Information obtained from JA (Mr. Gurow) on 12 Dec 50, indicated this type of contract is termed an "Open End Contract," and that while it is preferred that a total consideration, even an estimated one, be shown on the cover page of the contract, it is not essential so long as a provision substantially the same as the one quoted above is included in the contract. Information obtained from Compt (Mr. Berry) on 12 Dec 50, indicated there is no requirement known to the Compt that would necessitate the total consideration being shown in the contract. Information obtained from Trans O (Mr. Senger) on 12 Dec 50, indicated that funds for such contracts are committed quarterly but are obligated monthly. JPR 5-200.6 information included in letter Hq JLCOM, PDO 160, subj: Approval of Award for Stevedoring at Kure Port Area under Request for Bids Opened 24 Nov 50, FEC-2998, 30 Nov 50, indicates: "It is expected that work under this contract will amount to approximately \$600,000 for the year ending 30 Nov 51."
4. The 1st Ind reply as proposed by Trans O forwards to CG JLCOM three signed copies of the above contract manually approved by Trans O (For, and in the Name of CINCFE), lists minor errors to be corrected, and directs that in the interests of expediency, the specified changes will be made upon the face of copies of the executed contract and that assent to such changes will be indicated by placing the initials of the representatives

G-4 FILE

M/R, 15 Dec 50, cont'd

Subject: Approval of Contract No. DA-92-502-FEC-2998

of both parties thereon. The 1st Ind reply, as proposed by Trans O, is concurred in by JA and Compt by initials on the AG R/S. Review of the above contract reveals no other discrepancies. Recommend G-4 concur in signature and dispatch of the proposed 1st Ind by initialling the AG R/S.

5. Within established policy.
6. Completes action on G-4 JN 18655.

JRD 26-6047

JA 26-6033

NMW 26-6444

JN 18655

CROSS REFERENCE OTHER THAN RADIO

~~400.12~~

160

FROM: GHQ FEC SC SS

DATE: 16 Dec 50

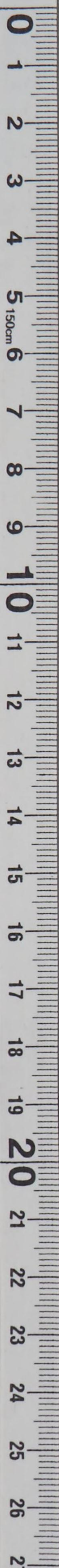
TO: COMMANDING GENERAL JAPAN LOGISTICAL COMMAND

SUBJECT: letter: PROCUREMENT OF SIGNAL EQUIPMENT FROM JAPANESE
CONTRACTORS

SC SS letter with note for record

DOCUMENT IN: 475

JO. NO. 18999 DIV. SP



160

G-4 ROUTING	
AC/SG	<i>[initials]</i>
DA/SG	<i>[initials]</i>
EXECUT	<i>[initials]</i>
P+O	<i>[initials]</i>
C+RE	
SUPPLY	
PETROLEUM	
KEA	
ADMIN	<i>[initials]</i>

G-4

AG 160 (30 Nov 50) TO

1st Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500

DEC 30

TO: Commanding General, Japan Logistical Command, APO 343

1. Manual approval of three (3) copies of Contract No. DA-92-502-FBC-3001 has been accomplished.

2. The following errors are noted in the contract and should be corrected.

a. Article 3 (e), page 16, line 6, change "Article 21" to "Article 17."

[Handwritten notes]
pdg
18660
B

AGPDO 160, subj: Approval of Contract, FEC-3001, 30 Nov 50, 1st Ind.
(Cont'd) 16 DEC 50

b. Article 4 (c), page 17, line 6, delete "the Secretary of the Army" and insert "Commander-in-Chief, Far East."

c. Article 4 (d), page 18, lines 2 and 5, change "Articles 11" to read "Articles 10."

3. In the interests of expediency, it is desired that the above changes be made upon the face of the executed contracts. The assent to such changes should be indicated by placing the initials of the representatives of both parties thereon.

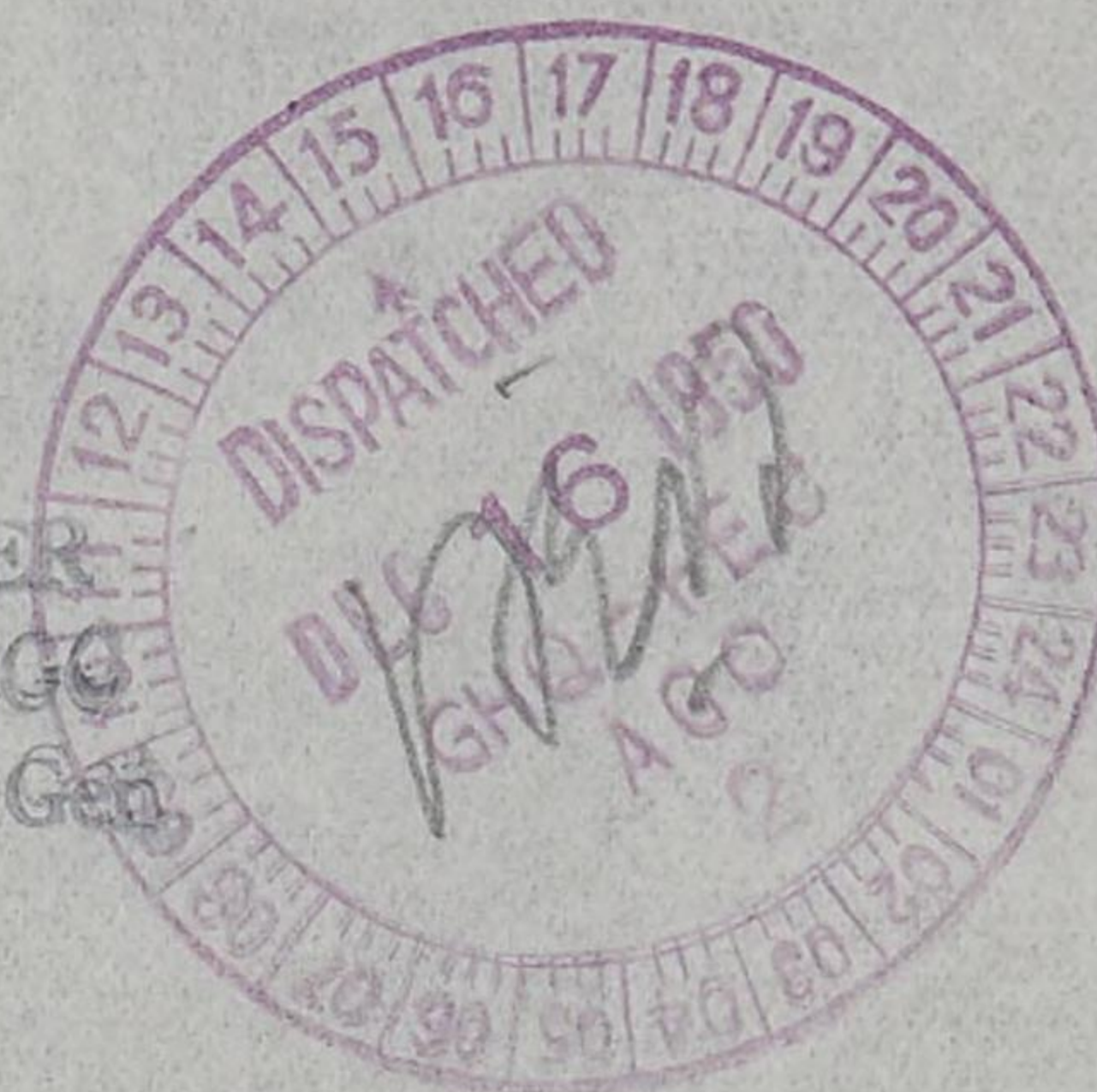
BY COMMAND OF GENERAL MACARTHUR:

2 Incls
Dup cy Incl 2 w/d

Copies furnished:

CinC
CofS
G-4
JA
Comptroller

H. FRAZIER
Major, AGC
Asst Adj. Gen.



MEMO FOR RECORD:

TC-O ELR:FEB:CBS:eh
7 December 1950

Ltr, Hq, JLCOM, AGPDO 160, subj: Approval of Contract, FEC-3001, 30 Nov 50, to CINCFE, forwarded stevedoring dollar contract, signed, in triplicate, and requested that the contract be approved as written. This contract is for stevedore and terminal services at the Nagoya Area. Accompanying the letter was an inclosure which provides information relative to awarding of bids and later negotiations with the successful award winner.

2. The contract was reviewed by the Trans Officer and found to be technically sufficient. It closely follows the Standard Army-Navy Stevedoring Contract as outlined in the T.C. Procurement Instructions with applicable revisions to fit operations in Japan. The rates are considered fair and reasonable.

3. By C/N 1, 4 Dec 50, the contract was forwarded to the JA and Comptroller for review. The comments regarding errors and the method of making the changes were furnished by the JA (Maj Snyder) in C/N 2, 5 Dec 50. The Comptroller, C/N 3, 6 Dec 50, concurs.

4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

5. Action suspended on Trans Jo #3916 (Ltr, Hq, JLCOM, AGPDO 160, 30 Nov 50) until 15 Dec, pending dispatch.

G.B.S. 26-6556

G-4 PLANS AND OPERATIONS DIVISION

GD P&O NMW/JA/JRD/nm

15 December 1950

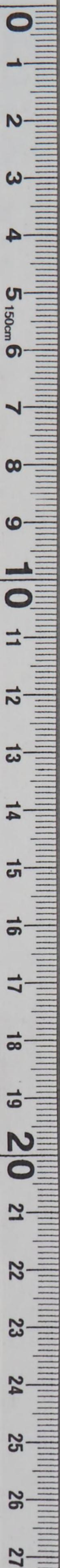
MEMORANDUM FOR RECORD

Subject: Approval of Contract No. DA 92-502-FEC-3001.

1. By AG R/S, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 1st Ind reply to letter, Hq JLCOM, AGPDO 160, subject as above, 30 Nov 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract.
2. Contract No. DA 92-502-FEC 3001 (Negotiated) entered into 28 Nov 50 with Fujiki Kigyo Co., Ltd., Yokohama, Japan, covers the services of a contractor to load or discharge cargoes, and, in connection therewith, to perform all the duties of a stevedore on any vessel which the Contracting Officer may designate at any pier or anchorage in Nagoya Area upon the terms and conditions set forth in the contract for the term beginning 1 Dec 50 and ending 30 Nov 51, compensation therefor to be based on the schedule of rates as included in the contract.
3. Review of the above contract reveals that the total contract consideration is not shown. Article Ia(1) in the contract provides that: "Designation of Service. The Contracting Officer or his authorized representative will advise the Contractor before the beginning of work and will thereafter promptly confirm in writing the basis (Commodity or Man-Hour) under which services will be performed. The notice in writing will cite the procurement allotment and the certificate of the availability of funds." Information obtained from JA (Mr Gurow) on 12 Dec 50, indicated this type of contract is termed an "Open End Contract," and that while it is preferred that a total consideration, even an estimated one, be shown on the cover page of the contract, it is not essential so long as a provision substantially the same as the one quoted above is included in the contract. Information obtained from Compt (Mr. Berry) on 12 Dec 50, indicated there is no requirement known to the Compt that would necessitate the total consideration being shown in the contract. Information obtained from Trans O (Mr. Senger) on 12 Dec 50, indicated that funds for such contracts are committed quarterly but are obligated monthly. JPR 5-200.6 information included in letter Hq JLCOM, PDO 160, subj: Approval of Award for Stevedoring Services in the Nagoya Port Area, under Request for Bids Opened 24 Nov 50, FEC 3001, 30 Nov 50, indicates: "It is expected that work under this contract will amount to approximately \$100,000 for the year ending 30 Nov 51."
4. The 1st Ind reply as proposed by Trans O forwards to CG JLCOM three signed copies of the above contract manually approved by Trans O (For, and in the name of CINCFE), lists minor errors to be corrected, and directs that in the interests of expediency, the specified changes will be made upon the face of all copies of the executed contract and that assent to such changes will be indicated by placing the initials of the representatives of both parties thereon. The 1st Ind reply, as proposed by Trans O,

G-4 FILE

JN 18660



M/R (continued)

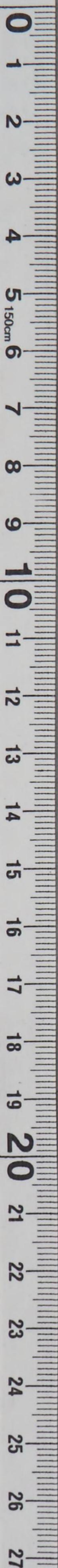
Subj: Approval of Contract No. DA 02-502-FEC-3001.

is concurred in by JA and Compt by initials on the AG R/S. Review of the above contract reveals no other discrepancies. Recommend G-4 concur in signature and dispatch of the proposed 1st Ind by initialing the AG R/S.

- 5. Within established policy.
- 6. Completes action on G-4 JN 18660.

J.R.D. JRD 26-6047
 J.A. JA 26-6033
 A.J.C. AJC 26-6040

G-4 FILE

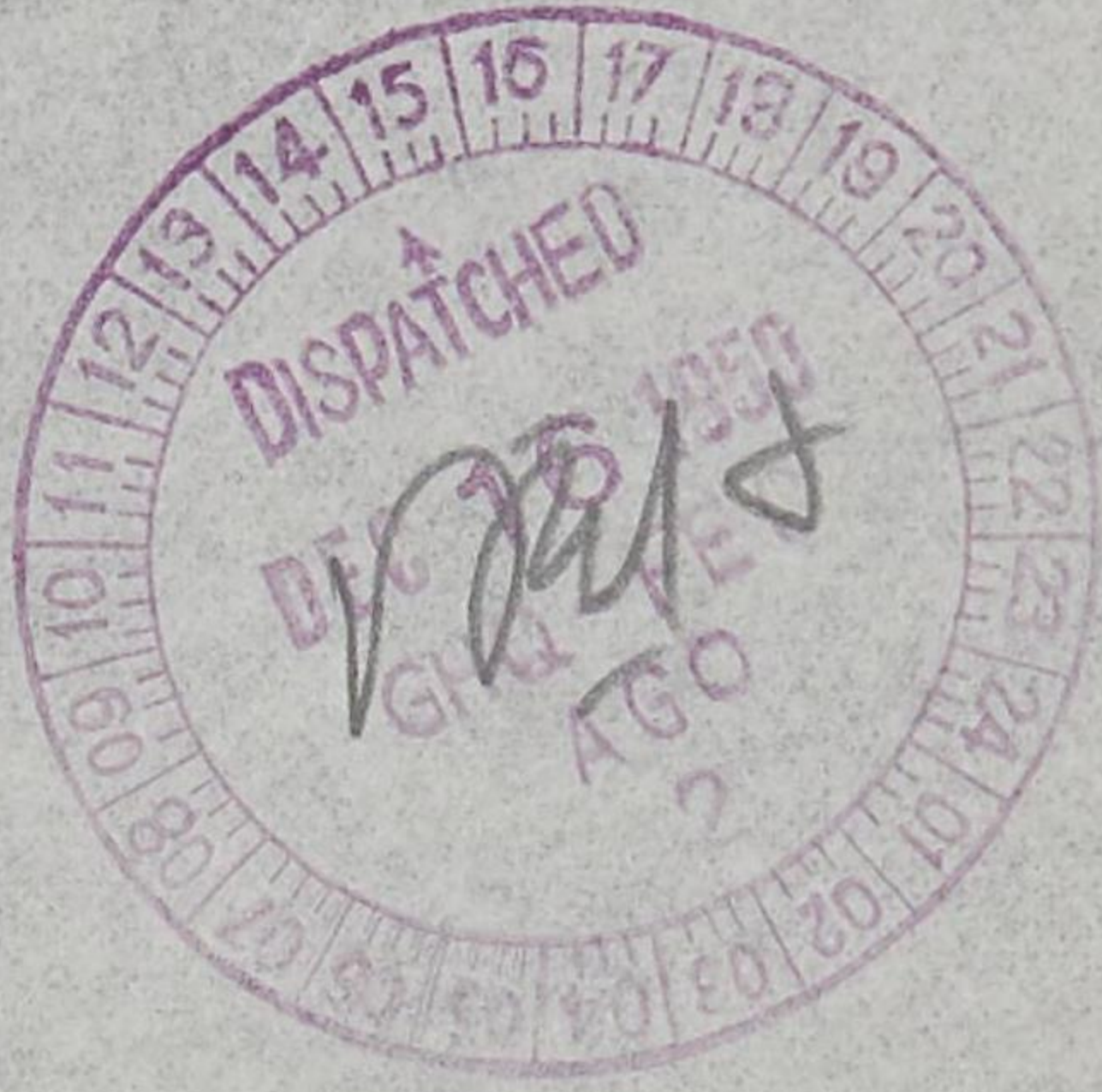


A

160

G-4 ROUTING

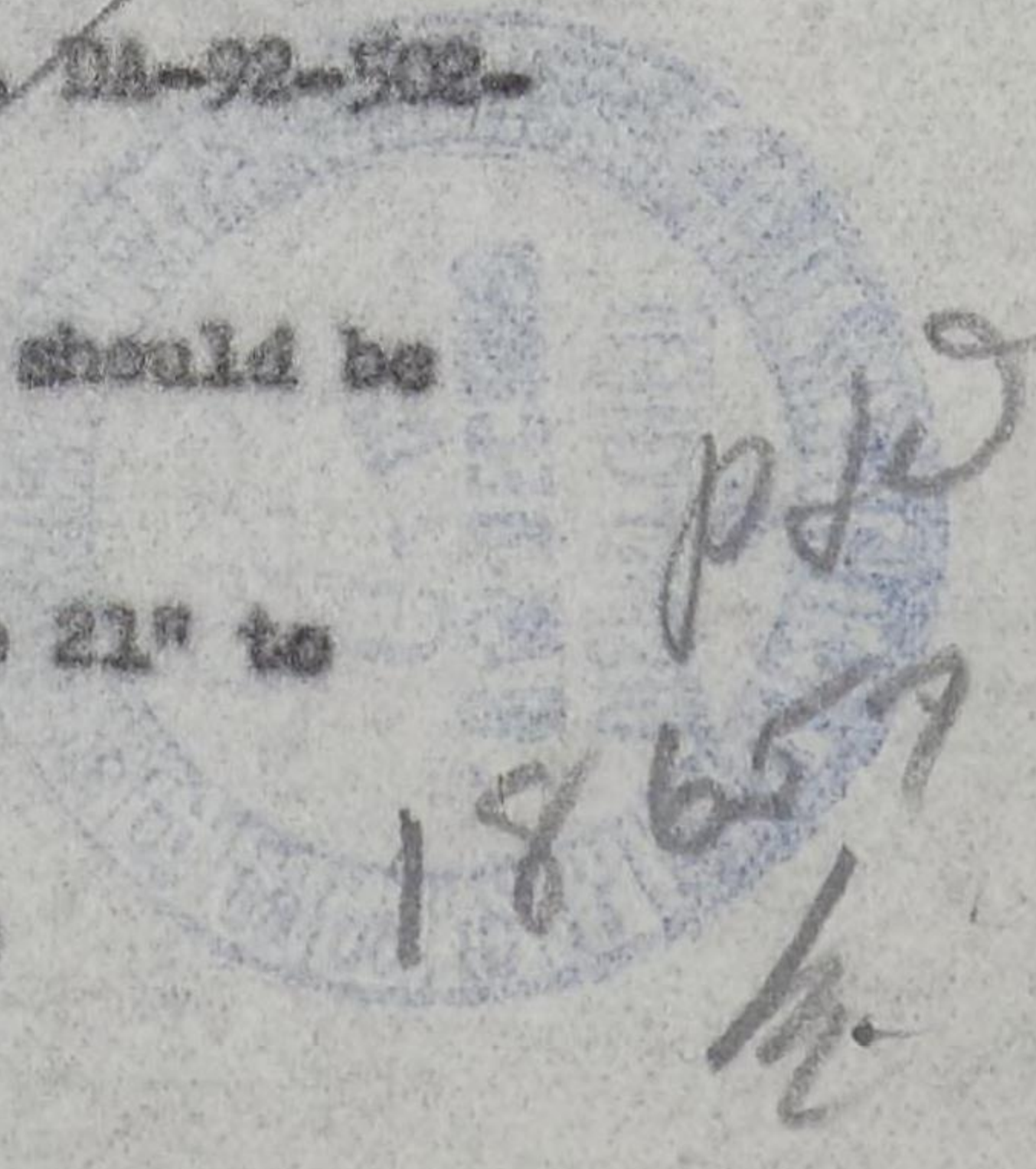
AC/SG	
DA CS	
EXECUTIVE	
① P+O	<i>JA</i>
C+RE	
SUPPLY	
PETROLEUM	
KEA	
② ADMIN	<i>K</i>



G-4

AG 160 (30 Nov 50) TO *1st Ind*
 GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500 16 DEC 50
 TO: Commanding General, Japan Logistical Command, APO 343

1. Manual approval of three (3) copies of Contract No. DA-92-502-FEC-300h has been accomplished.
2. The following errors are noted in the contract and should be corrected:
 - a. Article 3 (e), page 16, line 6, change "Article 21" to "Article 17."



F

AGPDO 160, subj: Approval of Contract, FEC-3004, 30 Nov 50, 1st Ind (Cont'd)

b. Article 4 (c), page 17, line 6, delete "the Secretary of the Army" and insert "Commander-in-Chief, Far East."

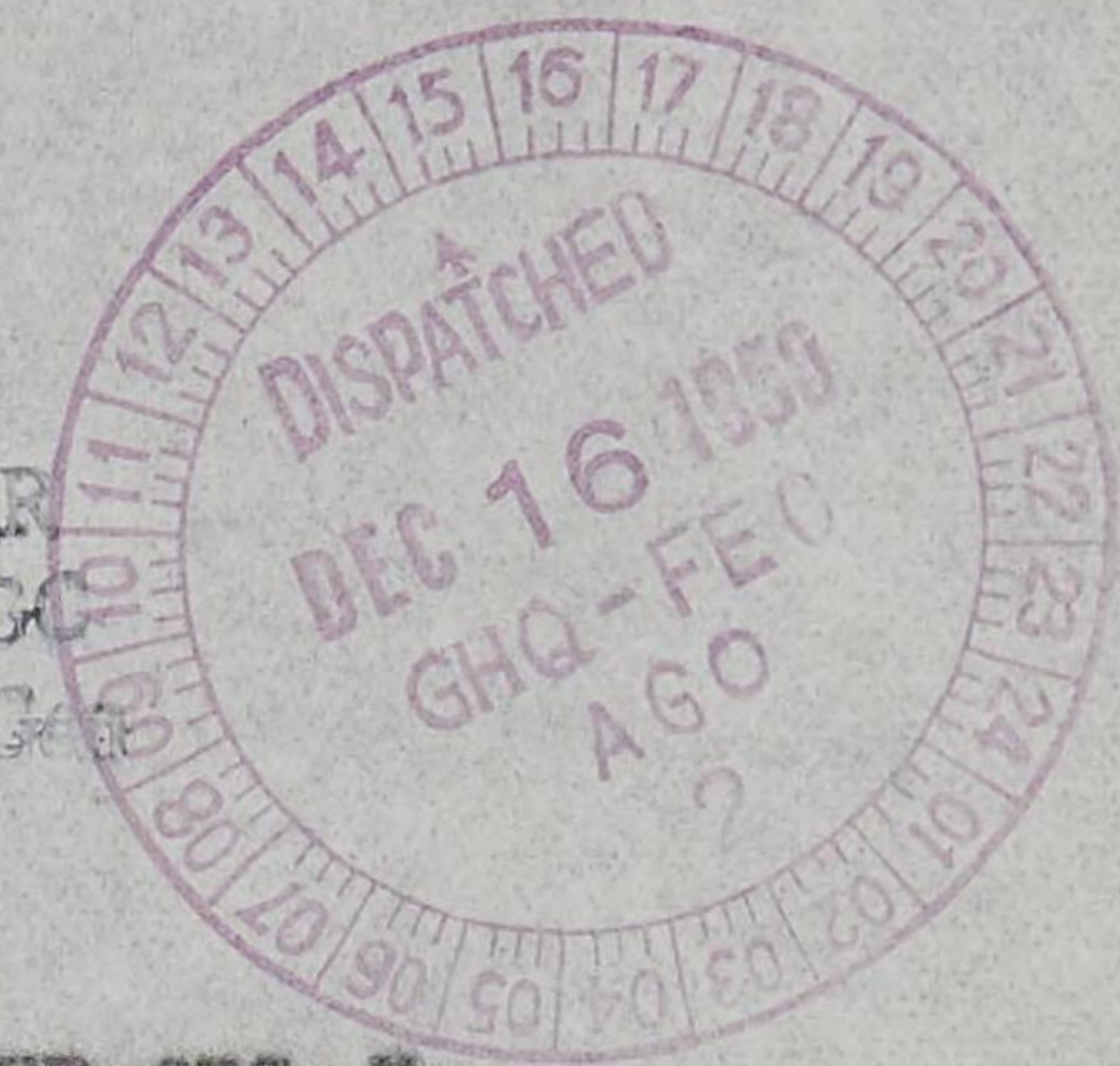
c. Article 4 (d), page 18, lines 2 and 5, change "Article 11" to read "Article 10."

3. In the interests of expediency, it is desired that the above changes be made upon the face of the executed contracts. The assent to such changes should be indicated by placing the initials of the representatives of both parties thereon.

BY COMMAND OF GENERAL MacARTHUR:

2 Incls
Dup cy Incl 2 w/d
Copies furnished:
CinC
CofS
G-4
JA
Comptroller

H. FRAZIER
Major, AGC
Asst Adj Gen



TO-O ELR:FEB:CBS:dk
7 December 1950

MEMO FOR RECORD:

1. Ltr, Hq JLCOM, AGPDO 160, subj: Approval of Contract, FEC-3004, 30 Nov 50, to CINCPAC, forwarded stevedoring dollar contract, signed, in triplicate, and requested that the contract be approved as written. This contract is for stevedore and terminal services at the Port of Hakata. Accompanying the letter was an inclosure which provides information relative to awarding of bids and later negotiations with the successful award winner.

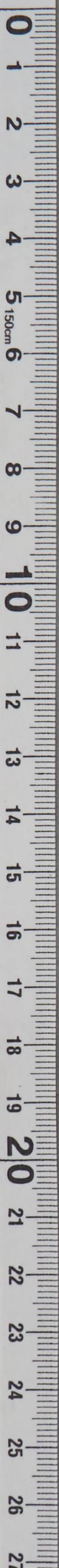
2. The contract was reviewed by the Trans Officer and found to be technically sufficient. It closely follows the Standard Army-Navy Stevedoring Contract as outlined in the T.O. Procurement Instructions with applicable revisions to fit operations in Japan. The rates are considered fair and reasonable.

3. By C/N 1, 4 Dec 50, the contract was forwarded to the JA and Comptroller for review. The comments regarding errors and the method of making the changes were furnished by the JA (Maj Snyder) in C/N 2, 5 Dec 50. The Comptroller, C/N 3, 6 Dec 50, concurs.

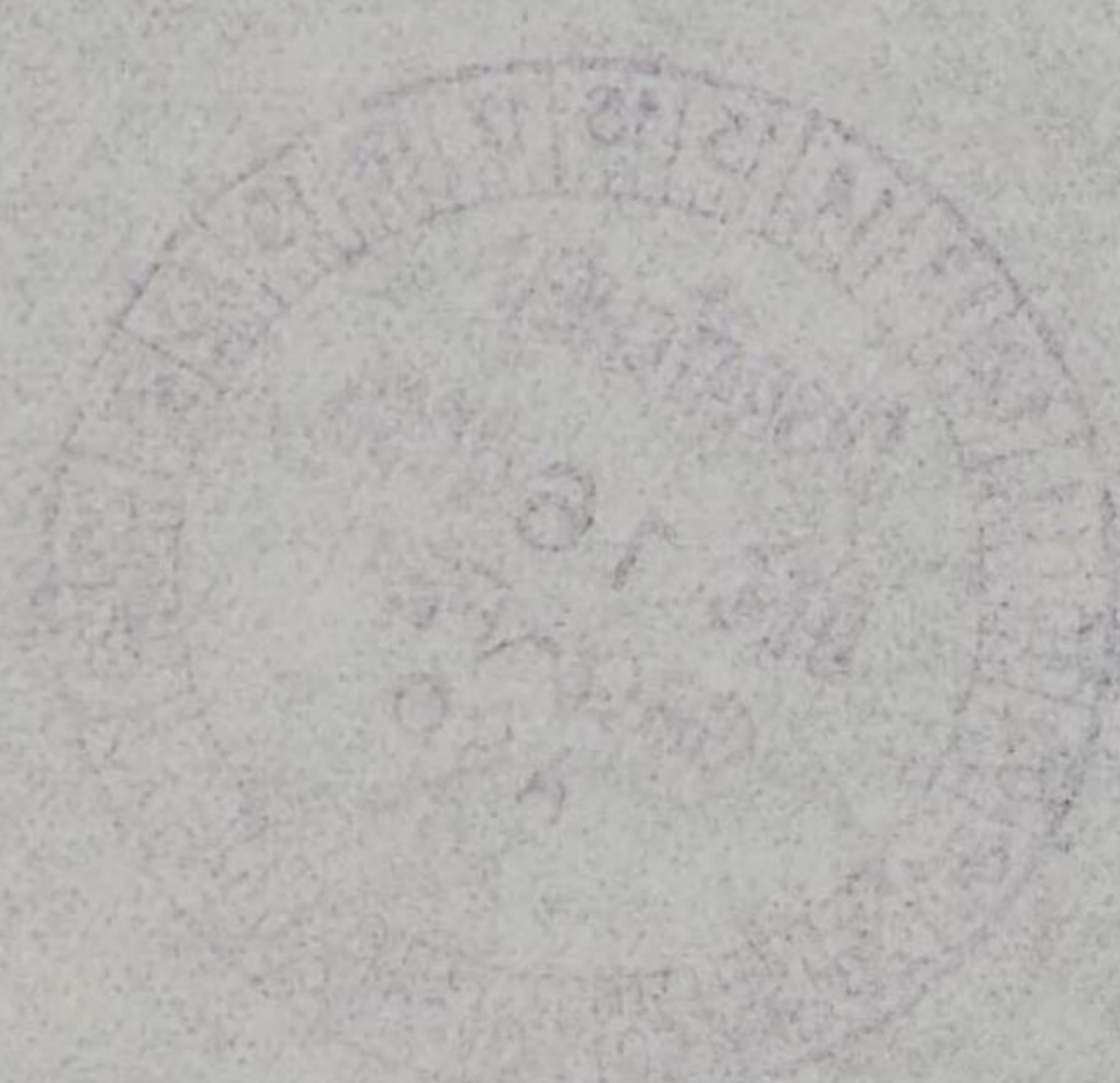
4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

5. Action suspended on Trans Jo #3914 (Ltr, Hq JLCOM, AGPDO 160, 30 Nov 50) until 15 Dec, pending dispatch.

G.B.S. 2-6556



1. The contract was reviewed by the Trans Office and found to be...
2. The contract was reviewed by the Trans Office and found to be...
3. The contract was reviewed by the Trans Office and found to be...



H. KRANZ
Major, AOC

10-11-50
7 December 1950

1. The contract was reviewed by the Trans Office and found to be...
2. The contract was reviewed by the Trans Office and found to be...
3. The contract was reviewed by the Trans Office and found to be...

4. The contract was reviewed by the Trans Office and found to be...
5. The contract was reviewed by the Trans Office and found to be...

6. The contract was reviewed by the Trans Office and found to be...
7. The contract was reviewed by the Trans Office and found to be...

8. The contract was reviewed by the Trans Office and found to be...
9. The contract was reviewed by the Trans Office and found to be...

10-11-50

HEADQUARTERS
JAPAN LOGISTICAL COMMAND
Procurement Section
APO 343

NOV 30 1950

PDO 160

SUBJECT: Approval of award for stevedoring services at Port of Hakata under Request for Bids opened 24 November 1950, FIC-3004.

TO: Transportation Officer
General Headquarters
Far East Command
APO 500

1. Pursuant to Paragraph 5-200.6, Joint Procurement Regulations, there is submitted herewith information required for approval of award to Hakata Koun K. K. for stevedoring services in the Port of Hakata under Request for Bids opened 24 November 1950.

a. Name and address of contractor:

Hakata Koun K.K.
No. 18, 4-Chome, Kitahama-Machi
Fukuoka-Shi
Fukuoka-Ken

b. Location where contract is to be performed:

This contract will include handling from vessels to the dock and vice versa and dock activity at the Port of Hakata, Hakata, Japan.

c. Past performance of the contractor:

The Hakata Koun K.K. has had considerable experience in stevedoring under the supervision of the Occupation Forces. It presently holds both the Procurement Demand contract and the Dollar contract at the port. The latter contract expires 30 November 1950 by termination for the convenience of the Government.

Sub 2/3

PDO 160

SUBJECT: Approval of award for stevedoring services at Port of Hakata under Request for Bids opened 24 November 1950, FEC-3004.

d. Time of commencement and completion of work:

Work will commence 1 December 1950 at the call of the 8156th Transportation Service Unit and complete the contract by expiration of time on 30 November 1951.

e. Negotiation Data:

The informal request for bids was issued 14 November 1950. Bids were received and opened on 24 November 1950. Bids were received from three stevedoring contractors. All contractors who wished to bid were allowed to do so. In the request for bids, the prospective bidders were advised (a) that the low bidder will be determined by weighing the bids on the basis of experience at the port under the Dollar Contract for the past three months; (b) that the Government reserved the right to reject any bid, to make more than one award, and to further negotiate after the opening of bids.

On the basis of the bids submitted, it was determined that Hakata Koun K.K. was the low bidder. Copies of the weighted abstracts (Incls. 1-3) are attached for your information.

On the basis of bids submitted, the Officer-in-Charge, Lt. Col. F. A. George, Fukuoka Branch, Procurement Section, JLC, negotiated with representatives of the Hakata Koun K.K. Some reductions in rates were contemplated; in particular, those items which are expected to represent the bulk of the tonnage. Specifically, explosives and general cargo were reduced. The extra labor and detention rates were also negotiated with the low bidder.

f. Type of Contract:

Standard Army-Navy Stevedoring Contract, revised for use in this overseas area.

g. Unit Price and Total Amount:

Unit prices vary from \$0.62 per weight ton for loading and discharging explosives to \$0.40 per measurement ton for loading and discharging general cargo. Dock activity rate for general cargo is \$0.35 per ton; explosives rate is \$0.43 per ton. On the basis of past experience it is expected that the work under this contract will amount to approximately \$100,000.00 for the year ending 30 November 1950. Under the circumstances, the prices are considered fair and reasonable.

PDO 160

SUBJECT: Approval of award for stevedoring services at Port of Hakata
under Request for Bids opened 24 November 1950, FEC-3004.

h. Authority:

The contract was negotiated pursuant to authority of the
Armed Services Procurement Act, Public Law 413, 80th Congress
Section 2(c)(10), and Paragraph 3-210.2(j) of the Armed Services
Procurement Regulations.

2. Approval of award to Hakata Koun K.K., in the amount indicated,
is recommended in the best interests of the Government.

3. Expedient approval of the award is requested inasmuch as the
present contract expires at midnight 30 November 1950.

NAYLON E. SCOTT
Colonel, Arty
Contracting Officer

3 Incls:
1-3. Abstracts



... approval of ...
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GD P&O NMW/JA/JRD/bc

G-4 PLANS AND OPERATIONS DIVISION

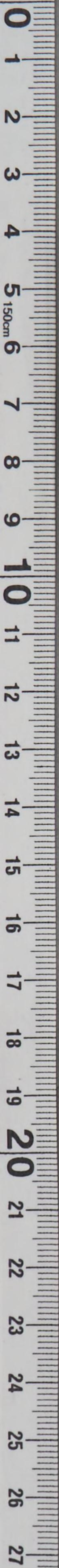
15 December 1950

MEMORANDUM FOR RECORD:

SUBJECT: Approval of Contract No. DA-92-502-FEC-3004

1. By AG R/S, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 1st Ind reply to letter, Hq, JLCOM, AGPDO 160, subj: as above, 30 Nov 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract.
2. Contract No. DA-92-502-FEC-3004 (Negotiated) entered into 29 Nov 50 with Hakata Koun K. K., Fukuoka-Ken, Japan, covers the services of a contractor to load or discharge cargoes, and, in connection therewith, to perform all the duties of a stevedore on any vessel which the Contracting Officer may designate at any pier or anchorage in Port of Hakata upon the terms and conditions set forth in the contract for the term beginning 1 Dec 50 and ending 30 Nov 51, compensation therefor to be based on the schedule of rates as included in the contract.
3. Review of the above contract reveals that the total contract consideration is not shown. Article I a(1) in the contract provides that: "Designation of Service. The Contracting Officer or his authorized representative will advise the Contractor before the beginning of work and will thereafter promptly confirm in writing the basis (Commodity or Man-Hour) under which services will be performed. The notice in writing will cite the procurement allotment and the certificate of the availability of funds." Information obtained from JA (Mr. Gurow) on 12 Dec 50, indicated this type of contract is termed an "Open End Contract," and that while it is preferred that a total consideration, even an estimated one, be shown on the cover page of the contract, it is not essential so long as a provision substantially the same as the one quoted above is included in the contract. Information obtained from Compt (Mr. Berry) on 12 Dec 50, indicated there is no requirement known to the Compt that would necessitate the total consideration being shown in the contract. Information obtained from Trans O (Mr. Senger) on 12 Dec 50, indicated that funds for such contracts are committed quarterly but are obligated monthly. JPR 5-200.6 information included in letter Hq JLCOM, PDO 160, subj: Approval of Award for Stevedoring Services at Port of Hakata under Request for Bids Opened 24 Nov 50, FEC-3004, 30 Nov 50, indicates: "On the basis of past experience it is expected that the work under this contract will amount to approximately \$100,000.00 for the year ending 30 Nov 51."
4. The 1st Ind reply as proposed by Trans O forwards to CG, JLCOM three signed copies of the above contract manually approved by Trans O (For, and in the Name of CINCFE), lists minor errors to be corrected, and directs that in the interests of expediency, the specified changes will be made upon the face of copies of the executed contract and that assent to such changes will be indicated by placing the initials of the representatives of both parties thereon. The 1st Ind reply, as proposed by Trans O,

G-4 FILE



M/R, 15 Dec 50, cont'd

Subject: Approval of Contract No. DA-92-502-FEC-3004

is concurred in by JA and Compt by initials on the AG R/S. Review of the above contract reveals no other discrepancies. Recommend G-4 concur in signature and dispatch of the proposed 1st Ind by initialling the AG R/S.

- 5. Within established policy.
- 6. Completes action on G-4 JN 18657.

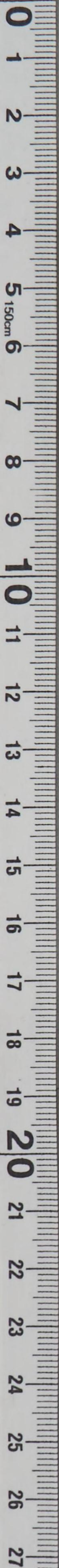
JRD [Signature] 26-6047

JA [Signature] 26-6033

AJC [Signature] 26-6040

JN 18657

G-4 FILE



160

G-4 ROUTING	
AC	<i>[initials]</i>
DAC	<i>[initials]</i>
EXEC	<i>[initials]</i>
P+C	<i>[initials]</i>
C+R	
SUPPLY	
PETROLEUM	
KEA	
ADMIN	<i>[initials]</i>

H. FRAZIER
Major, AGC
Asst. Adj. Gen.

G-4

Ltr, Hq, JLOGM, AGPDO 160, subj: Approval of Contract, FEC-3005, 30 Nov 50
AG 160 (30 Nov 50) 1st Ind

GENERAL HEADQUARTERS, FAR EAST COMMAND, APO 500

18 DEC 50

TO: Commanding General, Japan Logistical Command, APO 343

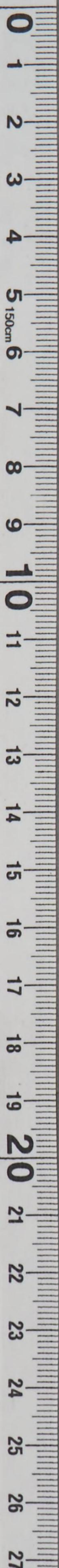
1. Manual approval of three (3) copies of Contract No. BA-92-502-FEC-3005 has been accomplished.

2. The following errors are noted in the contract and should be corrected.

a. Article 3 (e), page 16, line 6, change "Article 21" to "Article 17."

G-4 FILE

[Handwritten notes]
18656
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G-4 FILE

AGPDD 160, subj: Approval of Contract, FEC-3005, 30 Nov 50, 1st Ind. (Cont'd)

b. Article 4 (c), page 17, line 6, delete "the Secretary of the Army" and insert "Commander-in-Chief, Far East."

c. Article 4 (d), page 18, lines 2 and 5, change "Article 11" to read "Article 10."

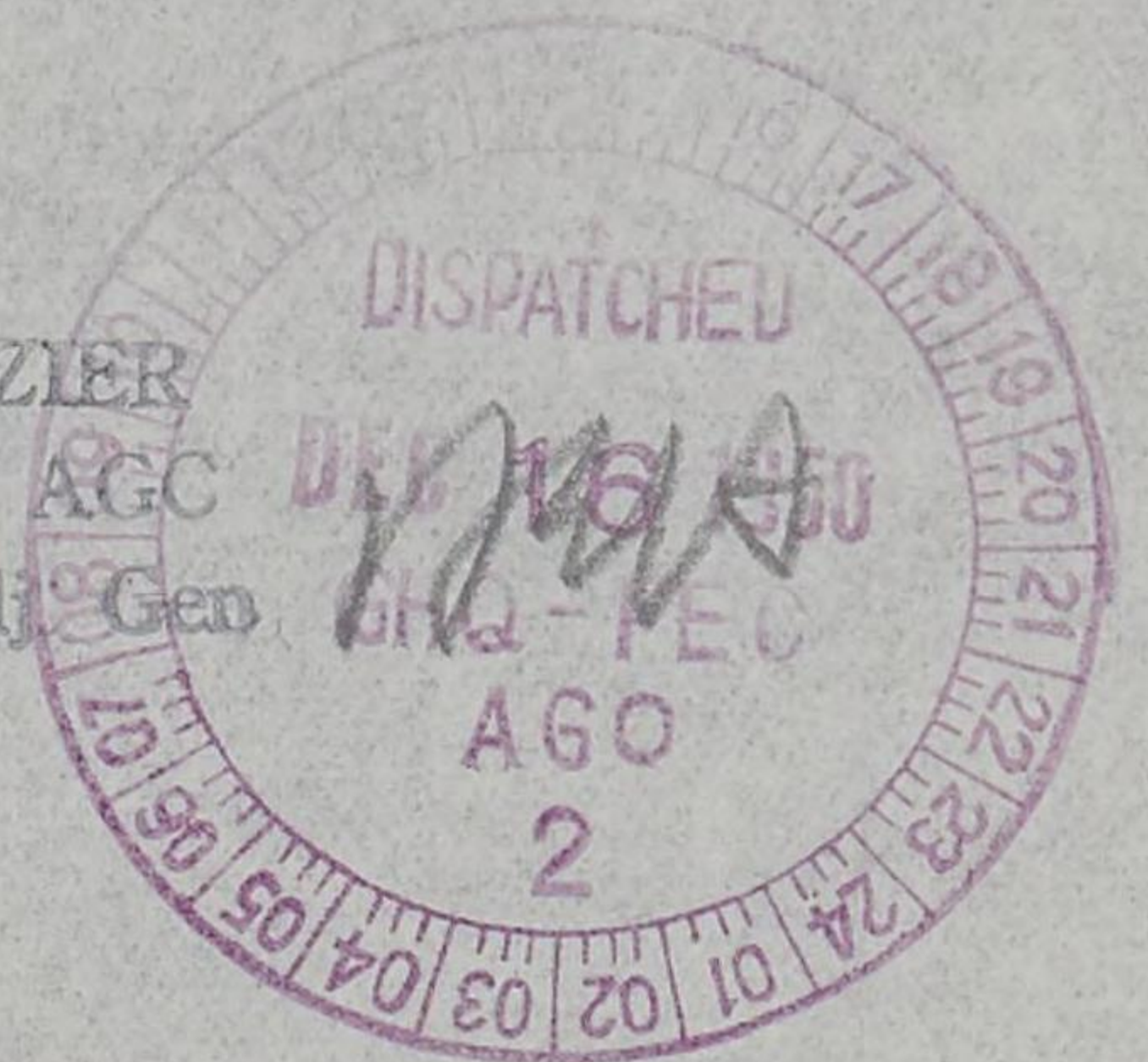
3. In the interests of expediency, it is desired that the above changes be made upon the face of the executed contracts. The assent to such changes should be indicated by placing the initials of the representatives of both parties thereon.

BY COMMAND OF GENERAL MacARTHUR:

2 Incls
Dup cy Incl 2 w/d

Copies furnished:
CinC
CofS
G-4
JA
Comptroller

H. FRAZIER
Major, AGC
Asst. Adj. Gen.



TO-O BLR:FEB:CBS:dk
7 December 1950

MEMO FOR RECORD:

1. Ltr, Hq JLCOM, AGPDD 160, subj: Approval of Contract, FEC-3005, 30 Nov 50, to CINCFE, forwarded stevedoring dollar contract, signed, in triplicate, and requested that the contract be approved as written. This contract is for stevedore and terminal services at the Port of Sasebo. Accompanying the letter was an inclosure which provides information relative to awarding of bids and later negotiations with the successful award winner.

2. The contract was reviewed by the Trans Officer and found to be technically sufficient. It closely follows the Standard Army-Navy Stevedoring Contract as outlined in the T.C. Procurement Instructions with applicable revisions to fit operations in Japan. The rates are considered fair and reasonable.

3. By C/N 1, 4 Dec 50, the contract was forwarded to the JA and Comptroller for review. The comments regarding errors and the method of making the changes were furnished by the JA (Maj Snyder) in C/N 2, 5 Dec 50. The Comptroller, C/N 3, 6 Dec 50, concurs.

4. Routed through the JA and Comptroller for concurrence, thence to G-4 for approval prior to dispatch.

5. Action suspended on Trans Jo #3919 (Ltr, Hq JLCOM, AGPDD 160, 30 Nov 50) until 15 Dec, pending dispatch.

GD P&O NMW/JA/JRD/dr

G-4 PLANS AND OPERATIONS DIVISION

15 December 1950

MEMORANDUM FOR RECORD

Subject: Approval of Contract No. DA-92-502-FEC-3005

1. By AG R/S, 8 Dec 50, Trans O forwards to AG, thru JA, Compt, and G-4, a proposed 1st Ind reply to letter, Hq JLCOM, ACPDO 160, subj: as above, 30 Nov 50. Basic letter referred to JPR 5-200.4 and requested approval of the above contract.
2. Contract No. DA-92-502-FEC-3005 (Negotiated) entered into 29 Nov 50 with Sasebo Harbor Transport Co., Ltd., Sasebo, Kyushu, Japan, covers the services of a contractor to load or discharge cargoes, and in connection therewith, to perform all the duties of a stevedore on any vessel which the Contracting Officer may designate at any pier or anchorage in the Port of Sasebo upon the terms and conditions set forth in the contract for the term beginning 1 Dec 50 and ending 30 Nov 51, compensation therefor to be based on the schedule of rates as included in the contract.
3. Review of the above contract reveals that the total contract consideration is not shown. Article I a (1) in the contract provides that: "Designation of Service. The Contracting Officer or his authorized representative will advise the Contractor before the beginning of work and will thereafter promptly confirm in writing the basis (Commodity or Man-Hour) under which services will be performed. The notice in writing will cite the procurement allotment and the certificate of the availability of funds." Information obtained from JA (Mr Gurow) on 12 Dec 50, indicated this type of contract is termed an "Open End Contract," and that while it is preferred that a total consideration, even an estimated one, be shown on the cover page of the contract, it is not essential so long as a provision substantially the same as the one quoted above is included in the contract. Information obtained from Compt (Mr. Berry) on 12 Dec 50, indicated there is no requirement known to the Compt that would necessitate the total consideration being shown in the contract. Information obtained from Trans O (Mr. Senger) on 12 Dec 50, indicated that funds for such ~~type~~ contracts are committed quarterly but are obligated monthly. JPR 5-200.6 information included in letter Hq JLCOM, PDO 160, subj: Approval of Award for Stevedoring Services at Sasebo Port under Request for Bids Opened 24 Nov 50, FEC-3005, 30 Nov 50, indicates: "On the basis of past experience, it is expected that the work under this contract will amount to approximately \$550,000.00 for the year ending 30 Nov 51."
4. The 1st Ind reply as proposed by Trans O forwards to CG JLCOM three signed copies of the above contract manually approved by Trans O (For, and in the name of, CINCFE), lists minor errors to be corrected,

G-4 FILE

