

Marine Corps Community Services (MCCS) – General Provisions of Purchase (Nonappropriated Funds) – Mar 2009
MARINE CORPS EXCHANGE (MCX) PURCHASES

1. **Delivery Instructions.** (a) Include itemized packing list with shipment; (b) Clearly mark order number on the outside of each carton.
2. **Billing Instructions.** (a) Issue separate invoice for each order; (b) Mail invoice under separate cover (do not pack invoice with items shipped); (c) Transportation charges must be identified and added to invoice, if applicable; and (d) Include full name and address of the MCX and order number on all delivery documents.
3. **Prices.** Vendor guarantees that prices quoted, including any discounts and other terms and conditions, do not exceed prices charged the vendor's other customers for like items in similar quantities under comparable conditions in the same time frame. If the Vendor subsequently agrees to sell the item to another customer at lower prices, Vendor is obligated to promptly offer the lower price in writing to the MCX. In the event the Vendor extends voluntary price reductions, promotional offers, or other special terms to other customers, the Vendor is obligated to extend the same to the MCX.
4. **Backorders.** Backorders shall be shipped prepaid at the expense of the Vendor if the multiple shipment results in a total transportation cost higher than the transportation cost of a single shipment. This paragraph does not apply if this order specifies separate shipments or if shipments are to be made via the USPS, UPS, or other courier service.
5. **Changes/Substitutions.** Only the Buyer/Contracting Officer has the authority to make changes to this order. All changes will be made by written modification.
6. **Inspection.** Inspection will be made after delivery at the destination specified in the order. Any items or services that do not conform to the order specifications will be rejected and any expense resulting from such non-conformance will be the responsibility of the Vendor. Any item delivered under this order found to have latent defect(s) may be returned to the Vendor's for replacement or refund. In the event item (s) are returned for refund, the MCX may purchase the same or similar item (s) as those returned and the Vendor will be liable for all excess costs.
7. **Warranties.** The Vendor warrants that the items delivered under this order are merchantable and fit for use for the particular purpose described in this order. Additionally, the goods or services furnished under this order are covered by the most favorable warranties the Vendor gives to any customer for such goods or services.
8. **Advertisements.** The Vendor shall not represent in any manner, express or implied, that it is an agent of the U.S. Government, the U.S. Marine Corps, or the MCX. Vendor shall not represent that goods or services purchased under this order are approved or endorsed by any element of the United States Government.
9. **Examination of Records.** (a) This clause is applicable if the amount of this contract exceeds \$10,000, and the contract was entered into by means of negotiation. The Vendor agrees that the Contracting Officer or the Contracting Officer's duly authorized representative shall have the right to examine and audit the books and records of the vendor directly pertaining to the contract during the period of the contract and until the expiration of three (3) years after final payment under the contract. (b) The Vendor agrees to include the clause in (a) above, in all subcontracts hereunder that exceed \$10,000.
10. **Non-discrimination Clause.** Each order over \$10,000 will comply with the requirements of Executive Order No. 11246, as amended.
11. **Obligations.** Only nonappropriated funds will become due and payable as the result of any claims or liabilities that result from this order. This order shall not be construed to obligate any appropriated funds of the United States.
12. **Disputes.** Any dispute or claim concerning this order which is not settled by agreement shall be decided by the Buyer/Contracting Officer, who will provide a written decision by mail or otherwise to the Vendor. All disputes will be processed in accordance with the Contract Disputes Act of 1978. Pending final decision on any dispute, the Vendor shall proceed diligently with the performance of this order and in accordance with the Buyer's/Contracting Officer's decision.
13. **Termination for Convenience.** The MCX reserves the right to terminate this order, or any part of it, for its convenience. The MCX will only be liable for goods or services accepted and for goods or services not past due, which were scheduled for delivery within ten days after receipt of the termination notice.
14. **Termination for Cause.** The Buyer/Contracting Officer may, by written notice, terminate this order, or any part of it, for cause in the event of any default by the vendor. In the event of termination for cause, the MCX shall not be liable for any amount of goods or services not accepted, and the Vendor shall be liable to the MCX for any and all rights and remedies provided by law. If it is determined that the MCX improperly terminated this order for default, such termination shall be deemed a termination for convenience.
15. **Taxes.** This purchase is not subject to state or local taxes. Vendor is not an agent of the MCX or the U.S. Government. Vendor is responsible and assumes complete liability for all federal, state, and local taxes applicable to its property, income and transactions relating to this order.
16. **Legal Status and Governing Law.** The MCX is a nonappropriated fund instrumentality of the U.S. Government. As a nonappropriated fund instrumentality, its officers, offices, annexes, and individual outlets are an integral part of the U.S. Government and share in all privileges and immunities thereto. The laws applied by the federal court in the applicable jurisdiction will govern this order. MCX procurement is governed by Department of Defense Instruction (DODI) 4105.71 available at <http://www.dtic.mil/whs/directives/corres/pdf/410571p.pdf> and Marine Corps Order P7010.20 available at <http://www.marines.mil/news/publications/Documents/MCO%20P7010.20.pdf>.
17. **Labor Relations and Standards.** The Vendor shall be responsible to comply with any and all laws which may from time to time be in effect governing the hours, wages, labor relations (including collective bargaining), workmen's compensation, working conditions and other matters pertaining to labor standards of the country, or political matters pertaining to labor standards of the country, or political subdivision thereof, wherein this contract is to be performed.
18. **Force Majeure.** Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, terrorism, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Supplier Must Notify the MCX Immediately if Unable to Complete Order by Required Date