

# ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. <b>M67854-10-P-3043</b>		2. DELIVERY ORDER/ CALL NO.		3. DATE OF ORDER/ CALL (YYYYMMDD) 2010 Sep 29		4. REQ./ PURCH. REQUEST NO. M6785410RC94F28		5. PRIORITY		
6. ISSUED BY MARCORSYSCOM - PG16 CESS ATTN: LIZ BOOHER 2200 LESTER ST. QUANTICO VA 22134			CODE M67854		7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>			8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)		
9. CONTRACTOR INDEPENDENT DESIGN, INC. NAME ATTN: GARIN BUCKLES AND 3070 LOWER MILL DR ADDRESS HOOD RIVER OR 97031-9635			CODE 573P6		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
							12. DISCOUNT TERMS Net 30 days.		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See WAWF clause.	
14. SHIP TO MAINTENANCE CENTER ANDREW NELSON ATTN: TRADES ATEP GPETE BLDG 2235 ALBANY GA 31704-5000			CODE M98307		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS PO BOX 369022 ATTN: KANSAS CITY COLUMBUS OH 43236-9022			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
	PURCHASE	X	Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b>										
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  <b>See Schedule</b>										
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE	23. AMOUNT	
<b>SEE SCHEDULE</b>										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (703) 432-3265 EMAIL: lisandra.torres@usmc.mil BY: LISANDRA TORRES				25. TOTAL \$18,075.00	26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.	30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.										
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								
					<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		31. PAYMENT		34. CHECK NUMBER	
									35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TOOL CART FFP General Mechanics Tool Kit (GMTK) Tool Cart. Must be in compliance with the attached/reference Purchase Description (see Attachment 1). FOB: Destination MILSTRIP: M6785410RC94F28 PURCHASE REQUEST NUMBER: M6785410RC94F28	30	Each	\$602.50	\$18,075.00
NET AMT					\$18,075.00
ACRN AA CIN: M6785410RC94F280001					\$18,075.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	TOOL CART (OPTION) FFP GMTK Tool Cart. Must be in compliance with the attached/referenced Purchase Description (see Attachment 1). FOB: Destination	30	Each	\$602.50	\$18,075.00
NET AMT					\$18,075.00

## Section C - Descriptions and Specifications

STATEMENT OF WORK

The Marine Corps has a new General Mechanics Tool Kit (GMTK) being issued to Marine Mechanics who perform maintenance on vehicles (trucks, armor vehicles, construction equipment, etc.) and other utilities type equipment. This new GMTK is contained in a Pelican Model 0450/Armstrong Tools Part No. 16-636 Tool Chest and weighs approximately 120 pounds. The Marine Corps has a requirement for an associated Tool Cart/Roll Cart to be utilized with this new GMTK in a garrison shop environment.

A metal Data Plate shall be affixed to one side (outside) of the Tool Cart and have the following information:

Nomenclature:	Tool Cart
NSN:	(Gov't provided)
Part Number:	(Manufacturer provided)
CAGE:	(Manufacturer's CAGE Code)
Contract Number:	(As issued)

A commercial Technical Manual shall be provided with each Tool Cart. The manual shall include assembly instructions, operator instructions, safety information/instructions, parts information, and dimension and weight information.

The Tool Cart submitted must be in compliance with the attached/referenced Purchase Description. (See Attachment 1 "Purchase Description for Marine Corps GMTK Tool Cart [PD Number: PMM-161/11.09/2009"].)

Section D - Packaging and Marking

The GMTK Tool Cart shall be shipped in one container (i.e. cardboard box) containing all elements and packaged/marked in accordance with ASTM D3951 “Standard Practices for Commercial Packaging.”

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

CLIN 0001, quantity of 30 each, shall be delivered to the following destination:

DODAAC: M98307  
 MAINTENANCE CENTER  
 ATTN TRADES ATEP GPETE  
 BLDG 2235  
 ALBANY, GA 31704-5000

POC: MR. ANDREW NELSON  
 PHONE: (229) 639-6366

The Tool Cart top, bottom and side panels shall be preassembled or welded together when delivered. Only assembly required shall be attachment of wheel assemblies, push handle, folding shelf, drawer assemblies and GMTK mounting/connecting system.

The Tool Cart shall be shipped in one container (i.e. cardboard box) containing all elements and packaged/marked in accordance with ASTM D3951 "Standard Practices for Commercial Packaging."

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	90 dys. ADC	30	MAINTENANCE CENTER ANDREW NELSON ATTN: TRADES ATEP GPETE BLDG 2235 ALBANY GA 31704-5000 229-639-6366 FOB: Destination	M98307
0002	90 dys. From date of exercise of option.	30	(SAME AS PREVIOUS LOCATION) FOB: Destination	M98307

## CLAUSES INCORPORATED BY REFERENCE

52.247-34 F.O.B. Destination

NOV 1991

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 17911094181 310 67854 067443 2D 418115  
 COST CODE: 0RC94F2816WZ  
 AMOUNT: \$18,075.00  
 CIN M6785410RC94F280001: \$18,075.00

## CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**MARCORSYSCOM WAWF INSTRUCTIONS TO CONTRACTORS**

## ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request and Receiving Reports (March 2008)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The Contractor is required to utilize this system when processing invoices and receiving reports under this contract.

The Contractor shall (i) ensure an Electronic Business Point of Contact (POC) is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil/> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. Step by step procedures to register are available at the <https://wawf.eb.mil/>.

The USMC WAWF-RA POC for this contract is MCSC DFM MAO and can be reached on (703) 432-4370 or via e-mail at [MCSC\\_DFM\\_MAO@usmc.mil](mailto:MCSC_DFM_MAO@usmc.mil).

The Contactor is directed to use the combination format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC (M67854) as the DODAAC for all shipping addresses, even if the ship-to address is other than the Marine Corps Systems Command.

DFAS-Columbus  
 P.O. Box 369022  
 Attn: Kansas-M67443  
 Columbus, Ohio 43236-9022

E-Mail: [CCO-KC-VPIS@DFAS.MIL](mailto:CCO-KC-VPIS@DFAS.MIL) (Vendor Pay)  
 PHONE: 1-800-756-4571 #2 then #4 (MOCAS = #1)  
 WAWF: <https://wawf.eb.mil/> <<https://wawf.eb.mil/>>

My Invoice: <https://myinvoice.csd.disa.mil> <<https://myinvoice.csd.disa.mil>>

Data entry information in WAWF:  
Payment Office DoDAAC: M67443  
Issue By DoDAAC: M67854  
Admin Office DoDAAC: M67854  
Ship To DoDAAC: M67854  
Service Acceptor DoDAAC: M67854 Extension PG-16  
Contract Number: M67854-10-P-3043

Before closing out of an invoice session in WAWF-RA, but after submitting your document or documents, the Contractor will be prompted to send additional e-mail notifications. The Contractor shall click on "Send Additional E-mail Notifications" block on the page that appears. Add the primary POC's e-mail address(provided above) in the first e-mail address block and add the alternate POC's e-mail address in the following block. This additional notification to the Government is important to ensure the appropriate POC is aware that the invoice documents have been submitted into the WAWF-RA system.

**NOTE: The POCs identified above are for WAWF issues only. Any other contracting questions/problems should be addressed to the POC identified in Section A of the contract.**

#### **PROJECT OFFICER**

The Project Officer under this order is:

Name: MGySgt Richard Johns  
Phone: (703) 432-3264  
E-mail: [richard.a.johns@usmc.mil](mailto:richard.a.johns@usmc.mil)

Inspection and Acceptance of contract deliverables are the responsibility of the Project Officer or his or her duly authorized representative(s), except as otherwise specified in the contract under the Inspection and Acceptance clause or DD Form 1423, when applicable. Moreover, the Project Officer serves in a supporting role to the Contracting Officer, providing advice and expertise on technical issues. However, only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this contract, including deviations from specification requirements. In the event the Contractor does deviate without written approval of the Contracting Officer, such deviation shall be at the risk of, and any costs relating thereto, shall be borne by the Contractor.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (8) [Reserved].

X (9)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

\_\_\_ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (14) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

X (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

X (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

X (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_X\_ (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_X\_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_X\_ (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

\_\_\_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .

\_X\_ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X   (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

       (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

       (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

       (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

       (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

       (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_\_

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

       (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

       (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

       (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

       (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

       (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

       (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

       (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made

available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) Reserved.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 180 Days from date of order. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2010) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5) (JUL 2010) (DEVIATION), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417)
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

ATTACH 1-PURCHASE DESCRIPTION

**PURCHASE DESCRIPTION**  
**For**  
**MARINE CORPS GMTK TOOL CART**  
**[PD Number: PMM-161/11.09.2009]**

1.0 Background: The Marine Corps has a new General Mechanics Tool Kit (GMTK) being issued to Marine Mechanics who perform maintenance on vehicles (trucks, armor vehicles, construction equipment, etc) and other utilities type equipment. This new GMTK is contained in a Pelican Model 0450/Armstrong Tools Part No. 16-636 Tool Chest and weighs approximately 120 pounds. The Marine Corps has a requirement for an associated Tool Cart/Roll Cart to be utilized with this new GMTK in a garrison shop environment.

2.0 Documents and other information:

2.1 USMC Stock List-3 (SL-3) provides a listing of all components/tools contained in the USMC GMTK. This document is available in electronic (.pdf) format from the government contracting specialist.

2.2 Please refer to Pelican web site: <http://www.pelican.com> or Armstrong Tools web site: <http://www.armstrongtools.com> for company literature, information, specifications, construction, and/or design information concerning the Pelican Model 0450 Tool Chest or Armstrong Tools Part No. 16-636 Tool Chest. The offerer is responsible for getting any required information, concerning the Tool Chest, from Pelican or Armstrong, or of performing an analysis of the Tool Chest themselves.

2.3 Documents from ASTM International are available on the following web site: <http://www.astm.org/>

3.0 Requirements:

3.1 A metal Tool Cart with the following attributes:

3.1.1 The Tool Cart shall be manufactured from 14 gage steel or greater. Rolled or rounded edges are required on the top and side panels. The main body of the cart shall be powder coated in a black color. All detachable components shall be zinc plated, galvanized or painted in a black color. The main body of the cart, with no attachments, shall have a maximum width of 32 inches and a maximum depth of 26 inches. The main body of the cart, with wheels attached, shall have a maximum height of 42 inches.

3.1.2 The top of the Tool Cart shall be constructed with a flat surface so that the GMTK can be placed on or sit in this location or so the surface can be used as a work platform. The top dimensions shall be at least the same dimension of the GMTK in the front & back (when in the closed configuration). The top dimensions shall be at least 3 inches beyond the sides of the GMTK in order to have space to place small parts/items. Slight indentures (in these side areas) are allowed to the surface in order to hold small parts and keep them from rolling or moving across the top surface.

3.1.3 The top of the Tool Cart shall include the ability to mount/connect the GMTK (utilizing Pelican Model 0450/Armstrong Tools Part No. 16-636 Tool Chest features) to the top of the Tool Cart to prevent displacement of the GMTK when the cart is tilted and secured at a 20 degree angle. This includes an orientation (facing downward) in any of the front, rear, left or right directions. Note metal/plastic brackets and/or elastic straps can be used to mount/connect the GMTK to the top of the cart. Small holes in the top surface are allowed for removable brackets, as required, but the brackets must be installable/removable without additional nuts/bolts/clips or separate material. This mounting/connecting technique shall also prevent any displacement of the GMTK, on the surface of the Tool Cart, when the cart is moving at 5 MPH and comes to a sudden stop, while remaining in an upright position.

3.1.4 The base (bottom) of the Tool Cart shall extend outward at least 3 inches in the front of the cart to give it a wider base, as compared to the top of the cart, in order to prevent tipping when the GMTK drawers are all in the open/extended position. The Tool Cart shall not tip forward when all the GMTK drawers are in the open/extended position.

3.1.5 Four 8 inch semi-pneumatic wheels (two fixed and two swivel) with a combined total 1000 pound load rating shall be included. The two swivel wheels shall include foot lever braking/locking devices to prevent the swivel wheels from rolling. The wheels shall be designed so that the user can install or move the wheels to different wheel mounting locations of his choice (i.e. left or right locations) on the bottom of the Tool Cart. Both swivel wheels must be mounted on the same side, left or right, not front or back.

3.1.6 Two slide drawers, extending almost the width and length of the Tool Cart, and opening from the front of the Tool Cart shall be provided. The top drawer shall be at least one inch in depth and the other drawer shall be at least two inches in depth. The drawers shall utilize roller bearing slides. The drawers shall be able to be locked with a single padlock and inaccessible to an individual without tools. Both drawers shall be capable of holding 70 lbs within each drawer. The top drawer, when open, shall also provide a base for the front GMTK door when opened at a slight downward angle to allow the opening of the bottom GMTK tool drawer. The front GMTK door will then be able to be used as a small work area not to exceed a downward force greater than the 70 lb capability of the top drawer. The cart shall be designed to provide the ability to add an optional third drawer, with at least a 2 inch depth, without modification.

3.1.7 The base of the Tool Cart shall allow for the placement/storage of the GMTK in this location. It shall include a slight lip (of at least ½ inch and not more than 1.5 inches) to keep the GMTK or other heavy items from sliding off of the base when cart is tilted and secured at a 20 degree angle. It shall include a drain hole with removable plug.

3.1.8 The Tool Cart shall include a push handle at least 12 inches in width. This handle shall be mountable/installable at either the left or right top side of the cart. The user can decide which side it will mount to, so mounting holes shall be included on both side panels.

3.1.9 The Tool Cart shall include a foldable shelf at least 12x12 inches. This shelf shall be mountable/installable at either the left or right upper side of the cart. The user can decide which side it will be mounted to so mounting holes shall be on both side panels. The shelf shall be able to hold up to 50 lbs. When folded in the down position the shelf shall not extend more than 2 inches from the side panel.

3.1.10 The Tool Cart shall include all mounting/assembly hardware necessary to assemble the Tool Cart, handle, folding shelf and drawers. Any tools required for assembly shall be limited to tools included in the GMTK. The mounting holes on the side panels (for handle & shelf) shall be threaded (tapped) to accept mounting bolts.

3.1.11 The side panels shall include small openings in the metal, in the lower half of the panels. This is to allow the use of cargo bungee cords to hold items in or on the base of the Tool Cart.

3.2 A metal Data Plate shall be affixed to one side (outside) of the Tool Cart and have the following information:

Nomenclature:	Tool Cart
NSN:	(Govt provided)
Part Number:	(Manufacturer provided)
CAGE:	(Manufacturers CAGE Code)
Contract Number:	(As issued)

3.3 A commercial Technical Manual shall be provided with each Tool Cart. The manual shall include assembly instructions, operator instructions, safety information/instructions, parts information, and dimension & weight information.

3.3.1 A separate letter providing a copyright release statement shall be provided to the Government in order to allow the Marine Corps to post a copy of the manual (in .pdf format) on the Marine Corps Technical Publications web site as well as print additional copies.

4.0 Shipping:

4.1 The Tool Cart top, bottom and side panels shall be preassembled or welded together when delivered. Only assembly required shall be attachment of wheel assemblies, push handle, folding shelf, drawer assemblies and GMTK mounting/connecting system.

4.2 Shipping: The Tool Cart shall be shipped in one container (i.e. cardboard box) containing all elements and packaged/marked in accordance with ASTM D3951 “Standard Practices for Commercial Packaging”.