OMB Control # 1505-0

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) — RATING: N/A — PAGE 1 OF PAGES

2. CONTRACT NO. (Proc. Inst. Ident.): Tc-01-050

3. EFFECTIVE DATE: 09-17-2001

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: 2001-00016

5. ISSUED BY — CODE: N/A

U.S. Customs Service
Procurement Division; Suite 4.2-E
Office of Finance
1300 Pennsylvania Ave., NW
Washington DC 20229

6. ADMINISTERED BY (If other than Item 5) — CODE: N/A

U.S. Customs Service
Procurement Division; Suite 4.2-E
Office of Finance
1300 Pennsylvania Ave., NW
Washington DC 20229

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

VF Solutions
545 Marriott Drive
P.O. Box 140995

Nashville TN 37214-0995

CODE — FACILITY CODE

8. DELIVERY

☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Clause G.4

11. SHIP TO/MARK FOR — CODE

Various U.S. Customs Locations worldwide

12. PAYMENT WILL BE MADE BY — CODE: N/A

U.S. Customs Service
Accounting Services Division
Office of Finance
PO Box 68908
Indianapolis IN 46268

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

14. ACCOUNTING AND APPROPRIATION DATA

OCC: 2674 APC:093047 NO OBLIGATION
ORIGINATOR REQUEST NO: 0165000-01-0001

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Program Management of the U.S. Customs Service National Uniform Program in accordance with the Attached Statement of Objectives (SOO) and the Contractor's Statement of Work(SOW) as incorporated herein, except as stated in other contract clauses stated herein. The Contractor's SOW is being incorporated into this Contract as it meets the SOO to fulfill this requirement.				

15G. TOTAL AMOUNT OF CONTRACT

16. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH	
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE					
X	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFER	
X	H	SPECIAL CONTRACT REQUIREMENTS		X	M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return nine copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Jim Tewmey VP Sales VF Solutions

19B. NAME OF [redacted] b(6)

19C. DATE SIGNED: 9-17-01

20A. NAME OF CONTRACTING OFFICER

Mark Weinstein
Contracting Officer

[redacted] b(6)

20C. DATE SIGNED: 9-17-01

STANDARD FORM 26 REV. (4-85)

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCHEDULE OF PRICES/COSTS

CLIN	DESCRIPTION	PRICE
0001	Year One (1) Management Services	b(4) [redacted]
0002	Year Two (2) through Four (4) Management Services	b(4) [redacted]
0003	Uniform Schedule for Year One (NTE)	$4,184,044.90
0004	Uniform Schedule for Year Two (NTE)	$4,184,044.90
0005	Uniform Schedule for Year Three	$4,246,805.57
0006	Uniform Schedule for Year Four	$4,309,573.36
0007	Year Two Cancellation Ceiling	$0.00
0008	Year Three Cancellation Ceiling	$0.00
0009	Year Four Cancellation Ceiling	$0.00
TOTAL BASE MULTIYEAR VALUE		$17,004,155.26
101	Option Year 1 - Management Services	b(4) [redacted]
102	Option Year 1 - Uniform Schedule	$4,372,320.75
201	Option Year 2 - Management Services	b(4) [redacted]
202	Option Year 2 - Uniform Schedule	$4,476,906.60
301	Option Year 3 - Management Services	b(4) [redacted]
302	Option Year 3 - Uniform Schedule	$4,581,487.20
401	Option Year 4 - Management Services	b(4) [redacted]
402	Option Year 4 - Uniform Schedule	$4,707,019.95
501	Option Year 5 - Management Services	b(4) [redacted]
502	Option Year 5 - Uniform Schedule	$4,832,566.17
601	Option Year 6 - Management Services	b(4) [redacted]

602	Option Year 6 - Uniform Schedule	$4,958,057.60
TOTAL OVERALL CONTRACT VALUE		b(4) [redacted]

For the purposes of this Contract, each Year set forth in this Section B.1 is considered to be a Program Year

B.2 PRICE/COST SCHEDULE OF UNIFORM ITEMS

The Price/Cost Schedule of Uniform Items applicable to this effort is set forth in Attachment F of this Contract for Program Years 1 and 2.

The percentages listed below reflect authorized increases in the unit prices in the Uniform Schedules (Attachment F) to be implemented by contract modification for administration purposes. This is not authority to increase the total value of the yearly uniform schedule line items in Clause B.1. This is not an authorization for requesting price increases beyond the total value listed in Clause B.1.

CONTRACT PERIOD (PROGRAM YEAR)	PERCENT INCREASE IN PRICE OVER THE PREVIOUS YEAR
Base Year	Not Applicable
Year 1	b(4) [redacted]
Year 2	
Year 3	
Year 4	
Option Year 5	
Option Year 6	
Option Year 7	
Option Year 8	
Option Year 9	

B.3 PERFORMANCE INCENTIVES

The Performance Incentives Clause applicable to this Contract is set forth in Attachment G of this Contract. The Performance Incentives Clause, although attached, is hereby made a part of this Section B and has the force and effect of "specifications" as cited in the clause, Order of Precedence, FAR 52.215-8, incorporated by reference in Section I of this Contract.

B.4 CONTRACT TYPE

This is a Firm Fixed Price Multiyear type Contract. The term of this contract has a base period of four years with options to extend the term of the contract for six additional one year periods, in accordance with the Statement of Work attached herein, for a total estimated contract term of ten years. The contract is an incentive based business arrangement inclusive of negotiated incentives and disincentives for performance based contracting.

B.5 CONTRACT FINANCING

(a) Obligated Funding for this contract is contingent on the availability of FY 2002 appropriated funding.

(b) Funding will be obligated for subsequent Fiscal Years on an incremental basis.

(c) Contract Line Item Numbers (CLIN's)for Management Services for Years 2-4 and CLIN's for the Uniform Schedule for Years 2-4 are part of the basic contract but are unfunded at contract award.

(d) Funding for CLIN's for Management Services for Years 2-4 and CLIN's for the Uniform Schedule for Years 2-4 are subject to the Availiability of Funds for future Fiscal Year appropriations (Refer to Federal Acquisition Regulation 52.232-18, AVAILABILITY OF FUNDS, in Section I.1 of this Contract).

B.6 MULTIYEAR CONTRACTS & FUNDING - GENERAL INFORMATION

Cancellation ceiling / date

(a) All program years under this multiyear contract except the first year are subject to cancellation. For each program year subject to cancellation, a cancellation date of December 31 of each program year applies at which time funding can reasonably be established or cancellation may result.

(b) If this contract is terminated for the convenience of the Government (Refer to FAR Part 49) in its entirety, the Government's obligation shall not exceed the amount specified in the Schedule as available for contract performance (and pursuant to FAR 52.232-18, Availability of Funds), plus the cancellation ceiling of that given period.

(c) Funding of this Contract is contingent on the availability of funds per Government Fiscal Year as set forth in Clause I.1, FAR 52.232-18, Availability of Funds (APR 1984).

(d) Failure to fund this contract by October 1 of the next Government Fiscal year will not result in the cancellation of the contract requirements as that term is understood in FAR 17.103.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 STATEMENT OF OBJECTIVES AND STATEMENT OF WORK ATTACHED

The Statement of Objectives and the Contractor's Statement of Work, although attached, is hereby made a part of this Section C, and has the force and effect of "specifications" as cited in the clause, Order of Precedence, FAR 52.215-8, incorporated by reference in Section I of this Solicitation/Contract.

The Contractor's Statement of Work is being incorporated into this contract insofar as it meets the Government's Statement of Objectives to fulfill our requirement.

C.2 STATEMENT OF OBJECTIVES, GARMENT SPECIFICATIONS AND STATEMENT OF WORK

The Statement Of Objectives for this effort is Attachment A of this document (Refer to Section J on Page J-1). The Garment Specifications applicable to this effort are set forth in Attachment B of this document (Refer again to Section J on Page J-1). The Statement of Work applicable to this effort is set forth in Attachment D of this document.

C.3 UNIFORM SPECIFICATIONS

Instead of single ply yarns, it is recommended that double ply yarns be used in the warp construction of the fabric. This will result in fabric # 2 (dress uniform specification) having a construction of 110 ends per inch and 47 picks per inch (instead of 55 ends and 47 picks). Fabric #4 (work uniform specification) will have 204 ends per inch and 50 picks per inch (instead of 102 ends per inch and 50 picks). This increase in the ply of the yarns will increase the overall weight of the fabric. The weave specification can remain as listed (plain).

Additionally, all fabrics should meet the requirements of American Society for Testing and Materials (ASTM) D 4232 Standard Performance Specification for Men's and Women's Dress and Vocational Career apparel Fabrics, Table 1 Career Vocational Apparel Fabric Requirements. The only exceptions should be where the U.S. Customs Service requested specifications surpass those listed in the ASTM table.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING, PACKING AND MARKING

Material shall be packaged, packed and marked for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Department of Transportation, Surface Transportation Board, Uniform Freight Classification Rules, National Motor Freight Classification, or regulations of other carriers as applicable to the mode of transportation.

Packages shall be clearly identified on the outer wrapping with the contract number and delivery order/task order number, if applicable.

D.2 SHIPPING AND HANDLING

All orders shall be properly packed and securely wrapped to ensure that the deliverables arrive whole. Each order shall contain a detailed packing list, which shall include any item not available, and a date when that item can be expected. A Customs Comment Card shall be placed in each and every order (Refer to Attachment G, Performance Incentives).

Orders shall be clearly addressed to each employee with the contractors address clearly marked.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERFORMANCE PERIODS

The performance periods applicable to this multiyear contract are as follows:

Transition Period:	75 Days after the Date of Contract Award.
Base Period:	10/01/2001 through 09/30/2005
Option Year One:	10/01/2005 through 09/30/2006
Option Year Two:	10/01/2006 through 09/30/2007
Option Year Three:	10/01/2007 through 09/30/2008
Option Year Four:	10/01/2008 through 09/30/2009
Option Year Five:	10/01/2009 through 09/30/2010
Option Year Six:	10/01/2010 through 09/30/2011

F.3 TRANSITION REQUIREMENTS

(a) The services under this contract are vital to the U.S. Customs Service (Customs), and shall be continued with a minimum level of disruption to the National Uniform Program. In the event that the incumbent Contractor does not receive a subsequent award, the incumbent Contractor shall cooperate with Customs and the successful contractor to effect an orderly and efficient transition of the Program.

(b) Within 15 calendar days after the date that the Contracting Officer signs the contract (i.e. either the date set forth in Block 29 of Standard Form 33, Solicitation, Offer And Award or the date set forth in Block 20C of Standard Form 26, Award/Contract), the Contractor shall submit a transition plan to the Contracting Officer and the Contracting Officer's Technical Representative (COTR) that covers the stated period in the request. The plan shall specify dates and procedures for transferring responsibilities

next Friday week 10/01

(b) (6) [redacted]

for each segment of the Uniform Program. The plan shall contain provisions to transfer to Customs all necessary documentation in a form acceptable to Customs to include, but not be limited to, Customs individual employee files regarding allowance levels, order transactions (items ordered, when and amount paid or debited against the established allowance), and size histories. The transition plan shall be subject to the Contracting Officer's approval.

Only if it does to a new contract.

(c) A sample of the fabric (fabric sample) that will be used in the manufacture of the shirts should be viewed during the transition period and before production of the uniforms is fully underway. This would allow the issue of "sheerness" or any other problems that may arise with the fabric and uniforms to be addressed and corrected before the uniforms are completed.

The sample of the fabric shall be submitted to the Contracting Officer by the contractor with the transition plan within 15 calendar days after the date that the Contracting Officer signs the contract. Customs shall analyze and test the sample of the fabric within 30 working days from date of receipt. Disapproval/Approval of the fabric sample will be provided to the contractor within that 30 day period.

more discussion [redacted]

(b) (6)

(d) If the Contractor does not succeed itself on the follow-on contract awarded subsequent to this Contract Tc-01-050, the contractor shall work with the new contractor, COTR, and Contracting Officer, in order to effect a successful transition to the operations of the U.S. Customs Service National Uniform Program in accordance with the principles of paragraph (a) above.

F.4 POSTAWARD CONFERENCE

Pursuant to FAR 42.503, The Contracting Officer shall conduct a postaward conference for contractor personnel at Customs Headquarters in Washington D.C. not later than ten (10)working days after date of contract award.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DTAR 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (SEP 1997)

(a) The contracting officer's technical representative is:

b(6) [redacted]

U.S. Customs Service
Logistics Division, Suite 3.2-B
1300 Pennsylvania Avenue NW
Washington D.C. 20229

(b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;

(2) constitutes a change as defined in the clause entitled "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

G.3 INVOICE/VOUCHER ADDRESS

One original and one (1) copy of the invoice/voucher document shall be submitted to the Contract Administration Office at the address shown on page 1 of the contract. Two copies shall be mailed to the Contracting Officer's Technical Representative at the following address:

b(6) [redacted]

U.S. Customs Service
Logistics Division, Suite 3.2-B
1300 Pennsylvania Avenue NW
Washington D.C. 20229

b(6) [redacted]

Invoices and Vouchers for Uniform Items on the Uniform Item Schedule shall be submitted bimonthly after Items are formally accepted by the Government. Invoices for each allowance purchase shall include duty station, employee names, account number, order ship number, ship date and order allowance amount. The Contractor shall also summarize the total costs for each duty station.

Invoices for management services shall be submitted at the conclusion of the Government Fiscal Year after services are rendered.

Invoices for incentives shall be submitted at the conclusion of the Government Fiscal Year based on a mutual agreements reached between the Contractor and the Government at the quarterly performance meeting to be held during the first quarter of succeeding Government Fiscal Year(Refer to Clause H.8, Periodic Performance Evaluations).

G.4 CONTACT FOR CONTRACT ADMINISTRATION

The U.S. Customs Service will contact the following person for prompt contract administration:

Name: b(6) [redacted]

Title:

Address: 545 Marriott Drive, Nashville, TN 37214

Telephone No b(6) [redacted]

Fax No:

Email Address: b(6) [redacted]@vfc.com

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DTAR 1052.219-70 SF 294 AND SF 295 REPORTING (JUL 1998)

In accordance with the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" in Section I and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer (Address shown on front of contract)	Original	Original
Small Business Specialist b(6) [redacted] U.S. Customs Service, Rm. 4.2E 1300 Pennsylvania Ave, NW Washington, DC 20229	Copy	Copy
Department of the Treasury Office of Small Business Programs (MMD) 1500 Pennsylvania Avenue, NW Room 6100-Annex Washington, DC 20220	N/A	Copy

H.2 KEY PERSONNEL

1. The key personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may confirm in writing such diversion and such confirmation shall constitute the consent of the Contracting Officer dictated by this clause. As appropriate, the list of key personnel may be modified during the term of the contract to either add or delete personnel.

2. The Contractor shall assign to this contract the following key personnel:

PERSONNEL	TITLE
b(6) [redacted]	Government Sales Executive Customer Service Manager

b(6) [redacted]

Material/Fabric Expert

3. The Contractor agrees to assign to the contract those persons who are necessary to fill the requirements of the contract whose resumes are submitted with its proposal and who are specifically defined as key personnel. No substitutions shall be made except in accordance with this clause.

4. The Contractor agrees that during the first year of the contract, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event of any of these occurrences, the Contractor shall notify the Contracting Officer promptly and provide the information required by paragraph 5. below.

After the initial one year period, all requests for proposed substitutions must be submitted, in writing, to the Contracting Office at least fifteen (15) days, (thirty (30) days if security clearances are to be obtained) in advance of the proposed substitutions. The requests for substitutions must provide the information required by paragraph 5. below.

5. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for each proposed substitute and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or better than the qualifications of the person being replaced as related to the contract work. The Contracting Officer shall evaluate such requests and promptly notify the Contractor whether the proposed substitution has been approved or disapproved.

H.3 PUBLICIZING AWARDS

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

H.4 FOREIGN ACQUISITION

The Contractor must abide by all applicable trade laws (e.g. Buy American Act, Trade Agreements Act, North American Free Trade Agreement), including, but not limited to, those regulations and clauses set froth in Federal Acquisition Regulation part 25 and Subpart 52.225.

H.5 COMMERCIAL ITEM WARRANTY

The uniform items delivered per Schedule B (Attachment F) shall be warranted as set forth herein. The Contractor hereby expressly warrants that the items delivered hereunder under this Contract are merchantable and fit for use for the particular purpose described in this Contract.

The Contractor guarantees all products for the normal lifetime of the garment against material or workmanship defects.

The process for invoking the warranty may be refined during the

transition period.

H.6 GOVERNMENT PROPERTY

The Contractor will be provided with the following items of property or information for performance of this contract, in accordance with the Section I Government Property clauses:

Item	Quantity	Delivery Date
A Full And Complete Listing Of All Uniformed Employees	One	At Date Of Contract Transition which begins 15 calendar days after date of award (Refer to Clause F.3, Transition Requirements)
Comment Cards	One	At Date of Contract Transition which begins 15 calendar days after date of award (Refer to Clause F.3, Transition Requirements)

H.7 DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein. Further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to $10,000, or imprisoned up to ten years, or both.

This includes the sale of any list of personnel for the purposes of marketing or soliciting the sales for services of other companies.

H.8 PERIODIC PERFORMANCE EVALUATIONS

Formal inspections/performance evaluations will be performed by the CO and the COTR to evaluate the Contractor's performance.

Performance meetings will be held between the Contractor, the CO and the COTR on a quarterly basis. The purpose of the meeting will be to discuss the Contractor's performance, areas of deficiencies, areas of satisfaction, and other concerns.

H.9 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (DEC. 2000)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually by the Contracting Officer to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions. The Contracting Officer shall be responsible for preparing and posting these evaluations.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address:
http://ocm.od.nih.gov/cdmp/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

H.10 DELIVERY TIMEFRAMES

All ordered uniform items contained in Section B (Attachment F) are to be delivered, FOB Destination, within 3-5 working days after receipt of order (ARO), as per the incentive schedule set forth in Attachment G.

Uniform items shall be ordered during the term of this contract via facsimile, telephone orders, and through the web site.

Delivery timeframes and the ordering process for receiving and confirming uniform item orders shall be refined during the

transition period.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	✓ PRIVACY ACT	APR 1984
52.225-8	✓ DUTY-FREE ENTRY	FEB 2000
52.225-9	✓ BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS	FEB 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL ALTERNATE IV (JUN 1987)	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 2001
52.232-32	✓ PERFORMANCE-BASED PAYMENTS	MAY 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Director, Office of Procurement, Department of the Treasury or a duly authorized representative and shall not be binding until so approved.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of each fiscal year of the Government or within 1 day after funds for that fiscal year become available, whichever date is later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 122 months..

I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.gsa.gov/far; http://www.arnet.gov

I.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR (48 CFR Chapter) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.6 DTAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990) (DEVIATION)

(a) Definitions.

Department of the Treasury Acquisition Regulation (DTAR) 52-3

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(a) The awarding of any Federal contract.

(b) The making of any Federal grant.

(c) The making of any Federal loan.

(d) The entering into of any cooperative agreement.

(e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to

be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

Department of the Treasury Acquisition Regulation (DTAR) 52-4

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action: (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action-

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and (3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

Department of the Treasury Acquisition Regulation (DTAR) 52-5

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer of employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal , amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of an bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

Department of the Treasury Acquisition Regulation (DTAR) 52-6 (DTAR Change 98-01)

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes-

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding $100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each Department of the Treasury Acquisition Regulation (DTAR) 52-7 (DTAR Change 98-01) subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond to be determined. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond to be determined, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
A	STATEMENT OF OBJECTIVES	2/2001	5
B	GARMENT SPECIFICATIONS		214
C	SMALL BUSINESS SUBCONTRACTING PLAN	8/2001	14
D	STATEMENT OF WORK	7/20/01	30
E	CUSTOMS UNIFORM CATEGORIES		7
F	SCHEDULE B, SUPPLIES OR SERVICES & PRICES/COSTS	7/20/01	5
G	PERFORMANCE INCENTIVES CLAUSE	8/30/01	6