

VENDOR

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
09/11/2024

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500109	

VENDOR GUARANTEES
 MERCHANDISE DELIVERED ON
 THIS ORDER WILL MEET OR
 EXCEED SPECIFICATIONS IN
 THE BID INVITATION.

INVOICE TO:

TEXAS A&M FOREST SERVICE
 FIAD--PAYROLL & SUPPORT SVCS
 200 TECHNOLOGY WAY, SUITE 1120
 COLLEGE STATION TX 77845-3424

VENDOR

11505710560
 HUMAN TECHNOLOGIES CORPORATION
 2201 DWYER AVE
 UTICA, NY 13501-1102

ALL TERMS AND
 CONDITIONS SET
 FORTH IN OUR BID
 INVITATION BECOME
 A PART OF THIS
 ORDER.

SHIP TO:

TEXAS A&M FOREST SERVICE
 FIAD--PAYROLL & SUPPORT SVCS
 200 TECHNOLOGY WAY, SUITE 1120
 COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
 BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
 PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 000000-MKK Estimate for FY25 Agency-Wide Uniform Purchases ***** NET 30 ***** NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES). EXEMPTION: PURCHASES FROM VENDORS AWARDED FEDERAL CONTRACTS. BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A". EXEMPT FROM COMPETITIVE BIDDING TO BUY FROM VENDOR AWARDED USDA CONTRACT# 12318724C0005 FOR FOREST SERVICE UNIFORMS TO ENSURE LIKE APPEARANCE TO USFS. AGENCY TERMS AND CONDITIONS APPLY WHEN NOT IN CONFLICT WITH USDA CONTRACT CONDITIONS. USDA CONTRACT TERM 9/1/2024 - 8/31/2025 WITH	1	LOT	142,000.000	142,000.00
	TOTAL				142,000.00

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
09/11/2024

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200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P500109	

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MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
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INVOICE TO:

TEXAS A&M FOREST SERVICE
FIAD--PAYROLL & SUPPORT SVCS
200 TECHNOLOGY WAY, SUITE 1120
COLLEGE STATION TX 77845-3424

VENDOR

11505710560
HUMAN TECHNOLOGIES CORPORATION
2201 DWYER AVE
UTICA, NY 13501-1102

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

SHIP TO:

TEXAS A&M FOREST SERVICE
FIAD--PAYROLL & SUPPORT SVCS
200 TECHNOLOGY WAY, SUITE 1120
COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	ANNUAL OPTIONS TO 8/31/2029. VENDOR QUOTE: 12318724C5 VENDOR REF: DAN KUPIEC 315-724-9891 X6962				

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

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DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

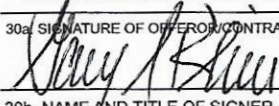
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE OF 1 47							
2. CONTRACT NO. 12318724C0005		3. AWARD/ EFFECTIVE DATE 09/01/2024		4. ORDER NUMBER		5. SOLICITATION NUMBER 12318724Q0066		6. SOLICITATION ISSUE DATE 05/03/2024					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME GRACE WALTON			b. TELEPHONE NUMBER (No collect calls) 530-226-2451		8. OFFER DUE DATE/LOCAL TIME ET						
9. ISSUED BY USDA FOREST SERVICE AQM PROC PROPERTY 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138				CODE 3187		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)			NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 315210 SIZE STANDARD: 500				
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED <input type="checkbox"/> ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)							
15. DELIVER TO USDA FOREST SERVICE AQM PROC PROPERTY 201 14TH ST SW MS-1138 WASHINGTON DC 20024				CODE 3187		16. ADMINISTERED BY USDA FOREST SERVICE AQM PROC PROPERTY 1400 INDEPENDENCE AVE SW MS-1138 WASHINGTON DC 20250-1138							
17a. CONTRACTOR/ OFFEROR HUMAN TECHNOLOGIES CORP ATTN GARY KLINE 2201 DWYER AVE UTICA NY 13501-1101		CODE 1100100101#		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CSC-FS USDA OCFO COD APB EMAIL FS66527STLUSDAGOV ----- PO BOX 66527 ST LOUIS MO 63166							
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		UEI: Q8MQGT311353 FOREST SERVICE UNIFORM CONTRACT: This stand-alone contract is for the delivery of United States Forest Service specific uniforms. The Contractor shall provide all deliverables and performance in accordance with the terms and conditions, schedule of items, performance work statement, uniform specifications, and associated documentation herein. Monthly Invoices shall be submitted to the COR (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See schedule								26. TOTAL AWARD AMOUNT (For Government Use Only) \$0.00					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA												<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA												<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.								<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR 						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print) GARY S. KLINE / VP-OPERATIONS				30c. DATE SIGNED 29 AUG 2024		31b. NAME OF CONTRACTING OFFICER (Type or print) MALLORY L. SHARPE				31c. DATE SIGNED 8/30/2024			
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE								STANDARD FORM 1449 (REV. 11/2021) Prescribed by GSA - FAR (48 CFR) 53.212					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>via email for review and forwarding to ASC SWAM Group for payment.</p> <p>Any changes to this contract must be pre-approved in writing by the Contracting Officer, Mallory Sharpe at mallory.sharpe@usda.gov</p> <p>The overall minimum for this contract is: \$0.00 The overall maximum for this contract is: \$30,000,000,000.00</p> <p>Accounting Info: Monthly Invoices shall be submitted to the COR via email for review and forwarding to ASC SWAM Group</p> <p>Period of Performance: 09/01/2024 to 08/31/2029</p>				
0001	<p>BASE YEAR: September 1, 2024 - August 31, 2025 (Not Separately Priced)</p> <p>Product/Service Code: 8415</p> <p>Product/Service Description: CLOTHING, SPECIAL PURPOSE</p> <p>Delivery: 08/31/2025</p>	1	EA		
1001	<p>OPTION YEAR ONE (1): September 1, 2025 - August 31, 2026</p> <p>Amount: \$0.00Option Line Item (Not Separately Priced)</p> <p>Product/Service Code: 8415</p> <p>Product/Service Description: CLOTHING, SPECIAL</p> <p>Continued ...</p>	1	EA		0.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
HUMAN TECHNOLOGIES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	PURPOSE				
	Delivery: 08/31/2026				
2001	OPTION YEAR TWO (2): September 1, 2026 - August 31, 2027 Amount: \$0.00Option Line Item (Not Separately Priced) Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE Delivery: 08/31/2027	1	EA		0.00
3001	OPTION YEAR THREE (3): September 1, 2027 - August 31, 2028 Amount: \$0.00Option Line Item (Not Separately Priced) Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE Delivery: 08/31/2028	1	EA		0.00
4001	OPTION YEAR FOUR (4): September 1, 2028 - August 31, 2029 Amount: \$0.00Option Line Item (Not Separately Priced) Product/Service Code: 8415 Product/Service Description: CLOTHING, SPECIAL PURPOSE Delivery: 08/31/2029 *FS846LESD - Stretch Fit Twill Baseball Cap w/ Patch "Law Enforcement" (Subdued) and FS846SASD - Stretch Fit Twill Baseball Cap w/ Patch "Special Agent" (Subdued) but are not outlined in the specifications. Have been add to the items currently discontinued list. * Contract's Period of Performance Breakdown: Base Ordering Period: 01 September 2024 to 31 August 2025 Ordering Period 1: 01 September 2025 to 31 August 2026 Ordering Period 2: 01 September 2026 to 31 August 2026 Continued ...	1	EA		0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
12318724C0005PAGE OF
4 47

NAME OF OFFEROR OR CONTRACTOR

HUMAN TECHNOLOGIES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2027 Ordering Period 3: 01 September 2027 to 31 August 2028 Ordering Period 4: 01 September 2028 to 31 August 2029</p> <p>Associated Attachments: ATTACHMENT A: J-1 Uniform Specification (300 pages) ATTACHMENT B: J-2 Product List & Add-ons (2 Tabs) ATTACHMENT C: J-3 Official Names and Addresses (1 Tab) ATTACHMENT D: PWS Requirements Tab (2 Tabs) ATTACHMENT E: E Q & A From Solicitation (2 Pages)</p> <p>The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP), https://www.ipp.gov. If the contractor lacks an IPP account, USDA will automatically initiate the enrollment process with Treasury using the contractor's SAM.gov Accounts Receivable POC as the IPP account holder. Once the enrollment process is complete, the IPP account holder will receive notification and can begin invoicing. More information about IPP can be found at: https://www.ipp.gov</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 26.</p>				



USDA-FOREST SERVICE

WASHINGTON OFFICE

National Contracts Branch

Project Title: National Forest Service Uniform Contract

Award Number: 12318724C0005

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USDA FOREST SERVICE

WASHINGTON OFFICE

NATIONAL CONTRACTS BRANCH



FOREST SERVICE UNIFORM

CONTRACT FY24 – FY29

CONTRACT





USDA-FOREST SERVICE

WASHINGTON OFFICE

National Contacts Branch

Project Title: National Forest Service Uniform Contract

Award Number: 12318724C0005

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DESCRIPTION OF REQUIRMENT:

The U.S. Department of Agriculture's (USDA) Forest Service, National Contracts Branch (NCB) is responsible for supplying all Forest Service Uniforms to all Forest Service Employees since 1906. This is a Sole Source, Standalone Contract, utilizing the Ability One Program.

POINT OF CONTACTS:

Contracting:

Grace Walton

Contract Specialist (CS)

Mobile: (530) 215-0323

grace.walton@usda.gov

Mallory Sharpe

Contracting Officer (CO)

mallory.sharpe@usda.gov

Program:

Rosemarie Hillmon

Contracting Officer Representative (COR)

Phone: (202) 828-0590

rosemarie.hillmon@usda.gov

Lisa Outka-Perkins

Government Technical Monitor (GTM)

lisa.outka-perkins@usad.gov

Contractor:

Gary Kline

Human Technologies Corporation

Mobile: (315) 525-3630

gkline@htcorp.net

Dan Kupiec

Human Technologies Corporation

dkupiec@htcorp.net





To: **USDA Forest Service**
Attn: Mallory Sharpe
 201 4th Street, SW
 Washington, DC 20090

Case No. CAS-03112-T5H6M7
 Date: August 20, 2024
 Solicitation/ PR No: 123187-24-Q-0066

In compliance with your request, this allocation is made to:
Human Technologies Corporation, 0401
 2260 Dwyer Avenue
 Utica, NY 13501

This action is taken in accordance with 41 CFR 51-6.2 and FAR 8.705-3. Purchase documents should continue to be issued to the above agency and copies of all purchase documents (purchase orders or contracts) must be sent to SourceAmerica to the attention of **LaToya Corbin**, lcorbin@sourceamerica.org. In the event purchase documents cannot be issued within 15 days of this allocation, notice must be given to SourceAmerica.

This allocation covers the following:

NSN	Description	Unit of Issue	FOB Origin	FOB Destination
FS010	Buckle, Belt, Forest Service, Insignia, Bronze, Large, PGC FS010	EA	\$ 80.65	\$ 86.44
FS012	Buckle, Belt, Forest Service, Insignia, Bronze, Small, PGC FS012	EA	\$ 85.02	\$ 91.13
FS015	Buckle, Belt, Forest Service, Volunteer, Bronze, Universal Size, PGC FS015	EA	\$ 89.40	\$ 95.82
FS017	Badge, Forest Service, Brass, Universal Size, PGC FS017	EA	\$ 21.87	\$ 23.44
FS050	Socks, Crew, Forest Service, Unisex, Acrylic, Various Sizes, PGC FS050	EA	\$ 12.25	\$ 13.13
FS051	Socks, Boot, Forest Service, Unisex, Acrylic, Various Sizes, PGC FS051	EA	\$ 13.54	\$ 14.51
FS100	Coat, Dress Blouse, Forest Service, Men's, Dark Green, Various Sizes, PGC FS100	EA	\$ 333.35	\$ 357.29
FS1000	Parka, with Detachable Hood, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS1000	EA	\$ 173.56	\$ 186.02
FS101	Coat, Dress Blouse, Forest Service, Women's, Dark Green, Various Sizes, PGC FS101	EA	\$ 332.07	\$ 355.92



FS102	IKE Jacket, Forest Service, Men's Dark Green, Various Sizes, PGC FS102	EA	\$ 282.59	\$ 302.88
FS103	IKE Jacket, Forest Service, Women's, Dark Green, Various Sizes, PGC FS103	EA	\$ 281.49	\$ 301.70
FS1349	Windbreaker, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS1349	EA	\$ 46.65	\$ 50.00
FS1349A	Windbreaker, Forest Service, Unisex, Volunteer, Dark Green, Various Sizes, PGC FS1349A	EA	\$ 46.23	\$ 49.55
FS1349PS	Windbreaker, PnS, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS1349PS	EA	\$ 46.23	\$ 49.55
FS150	Tie, Four-In-Hand, Forest Service, Dark Green, One Size Fits All, PGC FS150	EA	\$ 8.31	\$ 8.91
FS160	Tie, Clip-On, Forest Service, Dark Green, Various Sizes, PGC FS160	EA	\$ 8.64	\$ 9.26
FS170	Tie, Floppy Bow, Forest Service, Self-adjusting, Dark Green, One Size Fits All, PGC FS170	EA	\$ 9.04	\$ 9.69
FS200	Shirt, Forest Service, Men's, Long Sleeve, Poly/Cotton, Khaki Green, Various Sizes	EA	\$ 52.39	\$ 56.15
FS201	Shirt, Forest Service, Women's, Long Sleeve, Poly/cotton, Khaki Green, Various Sizes	EA	\$ 52.39	\$ 56.15
FS210	Shirt, Field, Forest Service, Men's, Short Sleeve, Green Poly/Cotton, Various Sizes, PGC FS210	EA	\$ 50.33	\$ 53.94
FS211	Shirt, Field, Forest Service, Women's, Short Sleeve, Green, Poly/Cotton Various Sizes, PGC FS211	EA	\$ 50.33	\$ 53.94
FS216	Shirt, Field, Forest Service, Unisex, Long Sleeve, Khaki Green, Various Sizes, PGC FS216	EA	\$ 130.17	\$ 139.52
FS225	Sweater, Cardigan, Forest Service, Unisex, V-Neck, Dark Green, Various Sizes, PGC FS225	EA	\$ 61.93	\$ 66.38
FS226	Vest, Sweater, Forest Service, Unisex, V-Neck, Dark Green, Various Sizes, PGC FS226	EA	\$ 39.48	\$ 42.32
FS229	Hat, Stetson, Forest Service, Felt, Silver Sand, Various Sizes, PGC FS229	EA	\$ 235.32	\$ 252.22
FS239	Hat, Stetson, Forest Service, Straw, Natural, Various Sizes, PGC FS239	EA	\$ 74.89	\$ 80.27
FS310	Coat, Cruiser, Forest Service, Unisex, Forest Green, Various Sizes, PGC FS310	EA	\$ 335.81	\$ 359.92



FS314	Shorts, Cargo, Forest Service, Men's, Green, Various Sizes, PGC FS314	EA	\$ 63.88	\$ 68.47
FS315	Shorts, Cargo, Forest Service, Women's, Green Various Sizes, PGC FS315	EA	\$ 63.88	\$ 68.47
FS328	Cap, Baseball, Forest Service, Unisex, Twill, Dark Green, Various Sizes, PGC FS328	EA	\$ 27.60	\$ 29.58
FS330	Cap, Enclosed, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS330	EA	\$ 32.07	\$ 34.37
FS356	Cap, Stocking, Forest Service, Unisex, Wool, Dark Green, One Size Fits All, PGC FS356	EA	\$ 23.51	\$ 25.20
FS362	Vest, Field, Forest Service, Men's, Fleece Lined, Dark Green, Various Sizes, PGC FS362	EA	\$ 74.07	\$ 79.39
FS363	Vest, Field, Forest Service, Women's, Fleece Lined, Dark Green, Various Sizes, PGC FS363	EA	\$ 72.47	\$ 77.67
FS364	Top, Fleece, Forest Service, Men's, Black, Various Sizes, PGC FS364	EA	\$ 68.35	\$ 73.26
FS365	Top, Fleece, Forest Service, Women's, Black, Various Sizes, PGC FS365	EA	\$ 65.80	\$ 70.52
FS366	Bottoms, Fleece, Forest Service, Men's, Black, Various Sizes, PGC FS366	EA	\$ 56.32	\$ 60.36
FS367	Bottoms, Fleece, Forest Service, Women's, Black, Various Sizes, PGC FS367	EA	\$ 56.32	\$ 60.36
FS368	Hat, Polar, Forest Service, Unisex, Nylon and Fleece, Dark Green, Various Sizes, PGC FS368	EA	\$ 30.43	\$ 32.62
FS369	Gaiters, Forest Service, Unisex, Black, Various Sizes, PGC FS369	EA	\$ 85.09	\$ 91.20
FS370	Gloves, Outdoor Research, Forest Service, Unisex, Black, Various Sizes, PGC FS370	EA	\$ 47.04	\$ 50.42
FS372	Jacket, Three Season, Forest Service, Men's, Dark Green, Various Sizes, PGC FS372	EA	\$ 86.06	\$ 92.24
FS373	Jacket, Three Season, Forest Service, Women's, Dark Green, Various Sizes, PGC FS373	EA	\$ 84.23	\$ 90.28
FS376	Shell, Rain/Wind, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS376	EA	\$ 200.08	\$ 214.45
FS378	Jacket, Ski, Forest Service, Men's, Dark Green/Black, Various Sizes, PGC FS378	EA	\$ 236.55	\$ 253.54



FS379	Jacket, Ski, Forest Service, Women's, Dark Green/Black, Various Sizes, PGC FS379	EA	\$ 236.55	\$ 253.54
FS392	Pants, Rain/Wind, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS392	EA	\$ 151.45	\$ 162.33
FS401	Shirt, Maternity, Forest Service, Women's, Long Sleeve, Khaki Green, Various Sizes, PGC FS401	EA	\$ 35.99	\$ 38.57
FS410	Pants, Cargo, Forest Service, Men's, Wool, Forest Green, Various Sizes, PGC FS410	EA	\$ 304.76	\$ 326.64
FS411	Shirt, Maternity, Forest Service, Women's, Short Sleeve, Khaki Green, Various Sizes, PGC FS411	EA	\$ 34.83	\$ 37.33
FS432	Slacks, Maternity, Forest Service, Women's, Dark Green, Various Sizes, PGC FS432	EA	\$ 54.64	\$ 58.56
FS453	Overalls, Bib, Forest Service, Unisex, Forest Green, Various Sizes, PGC FS453	EA	\$ 336.85	\$ 361.04
FS500	Coveralls, Forest Service, Unisex, Cotton, Dark Green, Various Sizes, PGC FS500	EA	\$ 84.17	\$ 90.21
FS509	Vest, Volunteer, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS509	EA	\$ 52.23	\$ 55.98
FS509PS	Vest, Partners In Service, Forest Service, Unisex, Dark Green, Various Sizes, PGC FS509PS	EA	\$ 52.23	\$ 55.98
FS520	Cap, Volunteer, Forest Service, Mesh Baseball, Dark Green, Various Sizes, PGC FS520	EA	\$ 26.70	\$ 28.62
FS520PS	Cap, PnS, Forest Service, Baseball, Dark Green, Various Sizes, PGC FS520PS	EA	\$ 26.70	\$ 28.62
FS540	Cap, Volunteer, Forest Service, Enclosed Baseball, Dark Green, Various Sizes, PGC FS540	EA	\$ 27.64	\$ 29.62
FS540PS	Cap, PnS, Forest Service, Baseball, Dark Green, Various Sizes, PGC FS540PS	EA	\$ 27.64	\$ 29.62
FS600	Name Plate, Gold, Forest Service, PGC FS600	EA	\$ 13.60	\$ 14.58
FS601	Name Plate, Black Plastic, Forest Service, Brushed Gold Finish Front, PGC FS601	EA	\$ 10.13	\$ 10.86
FS603	Skirt, Dress Uniform, Forest Service, Women's, Dark Hunter Green, Various Sizes, PGC FS603	EA	\$ 149.12	\$ 159.83
FS605	Bar-Tab, Centennial, Forest Service, Gold, PGC FS605	EA	\$ 10.01	\$ 10.73



FS610	Slacks, Dress Uniform, Forest Service, Men's, Dark Hunter Green, Various Sizes, PGC FS610	EA	\$ 136.18	\$ 145.96
FS611	Slacks, Dress Uniform, Forest Service, Women's, Dark Hunter Green, Various Sizes, PGC FS611	EA	\$ 135.75	\$ 145.50
FS690EMB	Turtleneck, Mock, Forest Service, Unisex, Embroidered, Black, Various Sizes, PGC FS690EMB	EA	\$ 34.59	\$ 37.07
FS690SP	Turtleneck, Mock, Forest Service, Unisex, Screen Printed, Black, Various Sizes, PGC FS690SP	EA	\$ 33.96	\$ 36.40
FS700	Belt, Dress, Forest Service, 1 1/2" Wide, Brown, Various Sizes, PGC FS700	EA	\$ 25.66	\$ 27.50
FS701	Belt, Dress, Forest Service, 1" Narrow, Brown, Various Sizes, PGC FS701	EA	\$ 23.55	\$ 25.24
FS720	Belt, Field, Forest Service, 1 1/2" Wide Basketweave, Brown, Various Sizes, PGC FS720	EA	\$ 27.56	\$ 29.54
FS721	Belt, Field, Forest Service, 1" Narrow Basketweave, Brown, Various Sizes, PGC FS721	EA	\$ 25.30	\$ 27.12
FS800	Shirt, Law Enforcement, Forest Service, Men's, Long Sleeve, Khaki Green, Various Sizes, PGC FS800	EA	\$ 80.61	\$ 86.40
FS801	Shirt, Law Enforcement, Forest Service, Women's, Long Sleeve, Khaki Green, Various Sizes, PGC FS801	EA	\$ 81.55	\$ 87.41
FS810	Shirt, Law Enforcement, Forest Service, Men's, Short Sleeve, Khaki Green, Various Sizes, PGC FS810	EA	\$ 72.05	\$ 77.22
FS811	Shirt, Law Enforcement, Forest Service, Women's, Short Sleeve, Khaki Green, Various Sizes, PGC FS811	EA	\$ 71.11	\$ 76.22
FS820	Pants, Cargo, Forest Service, Men's, Law Enforcement, Dark Green, Various Sizes, PGC FS820	EA	\$ 79.56	\$ 85.27
FS821	Pants, Cargo, Forest Service, Women's, Law Enforcement, Dark Green, Various Sizes, PGC FS821	EA	\$ 79.56	\$ 85.27
FS828LE	Cap, Baseball, Forest Service, Unisex, LE, Dark Green, Various Sizes, PGC FS828LE	EA	\$ 24.17	\$ 25.91
FS830	Shirt, Patrol Polo, Forest Service, Unisex, LE, Short Sleeve Khaki, Various Sizes, PGC FS830	EA	\$ 42.68	\$ 45.75
FS831	Shirt, Patrol Polo, Forest Service, Unisex, LE, Long Sleeve Khaki, Various Sizes, PGC FS831	EA	\$ 44.07	\$ 47.23
FS835	Shirt, Patrol Polo, Forest Service, Unisex, SA, Short Sleeve, Khaki, Various Sizes, PGC FS835	EA	\$ 42.68	\$ 45.75



FS836	Shirt, Patrol Polo, Forest Service, Unisex, SA, Long Sleeve, Khaki, Various Sizes, PGC FS836	EA	\$ 44.07	\$ 47.23
FS842	Hat, Campaign, Forest Service, Unisex, LE, California Tan, Various Sizes, PGC FS842	EA	\$ 173.99	\$ 186.48
FS845	Belt, Law Enforcement, Forest Service, Unisex, 1 1/2" Wide, Black Leather, PGC FS845	EA	\$ 27.56	\$ 29.54
FS846LE	Cap, Baseball, Forest Service, Unisex, LE, Dark Green, Various Sizes, PGC FS846LE	EA	\$ 28.70	\$ 30.76
FS846LESD	Cap, Baseball, Forest Service, Unisex, LE With SP, Dark Green, Various Sizes, PGC FS846LESD	EA	\$ 28.70	\$ 30.76
FS846SA	Cap, Baseball, Forest Service, Unisex, SA, Dark Green, Various Sizes, PGC FS846SA	EA	\$ 28.70	\$ 30.76
FS846SASD	Cap, Baseball, Forest Service, Unisex, SA With SP, Dark Green, Various Sizes, PGC FS846SASD	EA	\$ 28.70	\$ 30.76
FS855	Sweater, Law Enforcement, Forest Service, Unisex, Black, Various Sizes, PGC FS855	EA	\$ 114.57	\$ 122.80
FS875LE	Nameplate, Law Enforcement, Forest Service, Gold Plated, PGC FS875LE	EA	\$ 16.15	\$ 17.31
FS875SA	Nameplate, Special Agent, Forest Service, Gold Plated, PGC FS875SA	EA	\$ 16.15	\$ 17.31
FS880	Jacket, IKE, Men's, Forest Service, LE, Dark Hunter Green, Various Sizes, PGC FS880	EA	\$ 305.35	\$ 327.28
FS881	Jacket, IKE, Forest Service, Women's, LE, Dark Hunter Green, Various Sizes, PGC FS881	EA	\$ 304.24	\$ 326.09
FS882	Trousers, Dress, Forest Service, Men's, LE, Dark Hunter Green, Various Sizes, PGC FS882	EA	\$ 162.20	\$ 173.85
FS883	Trousers, Dress, Forest Service, Women's, LE, Dark Green, Various Sizes, PGC FS883	EA	\$ 161.74	\$ 173.35
FS890	Turtleneck, Mock, Forest Service, Unisex, Law Enforcement, Black, Various Sizes, PGC FS890	EA	\$ 34.59	\$ 37.07
FS9523	Patch, Shoulder, Forest Service, Dept. Of Agriculture, 3 3/4 X 3 1/2", PGC FS9523	EA	\$ 4.66	\$ 4.99
FS9555	Patch, Partner In Service, Forest Service, 3" X 3", PGC FS9555	PG	\$ 16.69	\$ 17.89
FS9556	Patch, Volunteer, Forest Service, 3" X 3", PGC FS9556	PG	\$ 16.69	\$ 17.89

Allocation Acceptance Letter

FSLE9030	Patch, Law Enforcement, Forest Service, Small, Gold, PGC FSLE9030	EA	\$ 4.17	\$ 4.47
FSLE9031	Patch, Law Enforcement, Forest Service, Large, Gold, PGC FSLE9031	EA	\$ 5.36	\$ 5.74
FSLE9712	Patch, Dept. of Agriculture, Forest Service, Law Enforcement, Green, PGC FSLE9712	EA	\$ 5.68	\$ 6.09
FSLE9720	Emblem, Shoulder, Forest Service, Subdued "USDA", 3 3/4 X 3 1/2", PGC FSLE9720	EA	\$ 5.68	\$ 6.09
FSLE9721	Emblem, Shoulder, Forest Service, Subdued "Enforcement", 3 3/4 X 3 1/2", PGC FSLE9721	EA	\$ 5.68	\$ 6.09
FSLE9723	Patch, Hat, Forest Service, Subdued "Enforcement", Small, PGC FSLE9723	EA	\$ 4.53	\$ 4.86
FSLE9725	Patch, Badge, Forest Service, Subdued "Enforcement", Large, PGC FSLE9725	EA	\$ 4.91	\$ 5.26
FSSA9032	Patch, Special Agent, Forest Service, Gold, Small, PGC FSLE9032	EA	\$ 4.17	\$ 4.47
FSSA9033	Patch, Special Agent, Forest Service, Gold, Large, PGC FSLE9033	EA	\$ 5.36	\$ 5.74
FSSA9722	Emblem, Shoulder, Forest Service, Subdued "Special Agent", Large, PGC FSSA9722	EA	\$ 5.68	\$ 6.09
FSSA9724	Emblem, Shoulder, Forest Service, Subdued "Special Agent", Small, PGC FSSA9724	EA	\$ 4.53	\$ 4.86
FSSA9726	Patch, Badge, Forest Service, Subdued "Special Agent", Chest, Large, PGC FSSA9726	EA	\$ 4.91	\$ 5.26

Comments:

Delivery: 3-day order fulfillment after receipt

Other Comments:

By LaToya Corbin
LaToya Corbin
 Account Representative, Federal Product Solutions



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B.1 CONTRACT CEILING:

The combined ceiling for all awards issued as a result of this solicitation is \$30,000,000.00.

B.2 PERIOD OF CONTRACT

This is a requirements contract, further described in FAR 52.216-21, Requirements, for the supplies are listed herein, effective for the period(s) shown in Section F, Period of Performance. The base period will be one year with four each one-year option periods.

B.3 INDIVIDUALS DESIGNATED TO PLACE ORDERS

In accordance with FAR 52.216-18, Ordering (Section I), USDA-Forest Service individuals and units as listed in the uniform allowance data base may place orders against this contract. This data base is further addressed in Section C.

SECTION C – Performance Work Statement

1.0 BACKGROUND AND PURPOSE

The Forest Service (hereinafter referred to as FS) has been a uniformed agency since 1906. The basic designs and colors of the current uniforms were adopted in 1978. Through the years, additional uniform components were added, and revisions made to the uniform. More design changes and components will be added to the uniform through the life of the contract, while other components will be phased out in order to keep up to date with the times and evolving responsibilities of the FS. There is a wide diversity of occupations and activities in the FS to accomplish our mission of "caring for the land and serving the people." Employees in uniform have various responsibilities in managing and protecting national forests, grasslands, rangelands, wilderness areas, wildlife habitats, minerals, watersheds, recreational facilities, and other resources in addition to restoring ecosystem health, conducting research studies, leading conservation, and educational programs, and making presentations; and protecting and assisting the public by fighting forest fires, welcoming visitors, and providing law enforcement as needed. The FS is also responsible for operating Job Corps Civilian Conservation Centers.

The purpose of the uniform program is to provide clear FS identification to the public and to distinguish FS employees from those of other agencies; to project a positive FS image by providing employees, volunteers, enrollees, and hosted workers with a uniform which portrays a consistent and neat appearance and is appropriate for their assigned duties and the climate at their duty station; to clearly identify the authority of FS law enforcement personnel and to provide a visible FS presence that promotes safety and serves to deter and reduce criminal activity and to enhance cooperation with the public; to provide a national supply and distribution system that will ensure timely delivery of good quality uniforms; and to establish a uniform allowance system that is financially accountable and cost effective.





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Forest Service uniforms include: field, dress, law enforcement, maternity, and volunteer uniforms. The basic field uniform consists of a shirt, field pants, belt, badge, and a nameplate. Most of the approximately 25,000 employees in uniform wear the field uniform.

The basic law enforcement uniform consists of a law enforcement shirt, cargo pants, and a nameplate (for approximately 600 law enforcement officers). The Honor Guard uniform is similar in style to the Class A uniform. The volunteer uniform consists of a vest, windbreaker, and cap.

There are several uniform accessories such as hats/caps, ties, and socks. In addition, there are several outerwear components that provide either a winter sports uniform or provide warmth and protection from inclement weather. Many employees are in areas where dry cleaning facilities are few and far between, which requires the uniforms to be easy to maintain and hold up under rough conditions. The Forest Service works with the Contractor to provide new uniform components as needed to provide the employees with improved fit, quality, comfort, and appearance.

The Forest Service headquarters is in Washington, DC. At the Forest Service, there are **four levels of national forest offices**:

Ranger District: The district ranger and his or her staff may be the visitor's first point of contact with the Forest Service. There are more than **500 ranger districts**. Each district has a staff of 10 to 100 people. The districts vary in size from 50,000 acres (20,000 hectares) to more than 1 million acres (400,000 hectares). Many on-the-ground activities occur on the ranger districts, including trail construction and maintenance, operation of campgrounds, and management of vegetation and wildlife habitat.

National Forest: There are **154 national forests** and **20 grasslands**. Each forest is composed of several ranger districts. The person in charge of a national forest is called the forest supervisor. The district rangers from the districts within a forest work for the forest supervisor. The headquarters of a national forest is called the supervisor's office. This level coordinates activities between districts, allocates the budget, and provides technical support to each district.

Region: The **9 regions** are broad geographic areas, usually including several states. The person in charge is called the regional forester. Forest supervisors of the national forests within a region report to the regional forester. The regional office staff coordinates activities between national forests, monitors activities on national forests to ensure quality operations, provides guidance for forest plans, and allocates budgets to the forests.

National Level: This is commonly called the Washington Office. The person who oversees the entire Forest Service is called the **Chief**. The Chief is a Federal employee who reports to the Under Secretary for Natural Resources and Environment in the U.S. Department of Agriculture (USDA). The Chief's staff provides broad policy and direction for the agency, works with the President's Administration to develop a budget to submit to Congress, provides information to Congress on accomplishments, and monitors activities of the agency.

2.0 COMPONENT DEVELOPMENT AND MANUFACTURING

1. Provides for the manufacturing of all uniform components and accessories identified incorporated in this contract in **Section B – Schedule of Items** and attachment **J- 2 Product List & Add-ons**. This





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includes providing the Forest Service with:

- Subject matter expertise on the American textile industry.
 - Day to day clothing design and development advice and counsel. This may include conducting market searches for potential items, providing fabric samples, providing design recommendations and samples, or helping with new design development.
 - Liaison and consultation services between the Forest Service and fabric suppliers and clothing manufacturers.
 - One point of contact (or small team) to work with on component development, management, and delivery.
 - Embroidery services for uniform components.
 - “Value added options” such as custom inseam lengths on most uniform pants.
2. Sizing shall be based on the American Society for Testing and Materials technical standards, when possible. When these standards are not available or practical, sizing shall be based on standard anthropomorphic tables and shall be graded in accordance with best commercial practices. At the time of Uniform Manufacture-manufacture regulations/warranty submission, the contractor shall furnish a complete size table for all sizes specified in the size distribution. For each size specified, at a minimum, the contractor shall furnish a value for each relevant measurement cited in the general specifications in attachment **J-1 Uniform Specifications** for upper and lower body garments.
3. Assures that all garments are manufactured in accordance with general and garment-specific specifications contained in attachment **J-1 Uniform Specification**. In addition, assures that all garments are manufactured in accordance with the Forest Service approved First Article Sample (Section 3.0 of PWS). The manufacturer shall not deviate from garment-specific specifications or approved First Article Samples. Deviations and defects from the garment-specific specifications or First Article Samples may be accepted by the Forest Service but negotiations shall ensue to make the Forest Service whole. The contractor will provide the Forest Service with a first run production sample from the manufacturer, when requested. The Contractor assures that all timeframes and expectations are adhered to in purchase orders. If the manufacturer deviates from the timeframes or expectations in the purchase order, negotiations shall ensue to make the Forest Service whole.
4. Provides for the manufacture of all sizes including sizes not identified within the size ranges of the specifications, which are hereinafter called "nonstandard sizes." Nonstandard sizes refer to the manufacture of special cuts to furnish uniforms to employees with unusual measurements and/or physical disabilities. These uniforms will be manufactured based on the employee's needs and delivered on a timely basis. The contractor must show flexibility and creativity in meeting the uniform requirements of employees with disabilities. In some hard-to-fit cases, employees may need to purchase fabric and be furnished with appropriate notions and trims, such as patches, FS buttons, zippers, and thread in order to have their uniform made locally. According to past history, the FS has about one percent or less of employees requiring special cuts, and most of those are due to falling outside the size range. There shall be no difference in price between standard and nonstandard sizes and special cuts.

3.0 FIRST ARTICLE SAMPLE





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1. Definition: First Article Sample(s) (FAS) is a sample of the product to be manufactured. It is a sample selected by the contractor or manufacturer to represent the manufacturer's work and demonstrate the manufacturer understands the product requirements and can produce the item within the government's specifications.
2. The Forest Service requires First Article Sample(s) (FAS) for:
 - a. New uniform components;
 - b. Redesigned uniform components or components with major changes since last production;
 - c. Uniform components with manufacturer requested or needed changes;
 - d. When the manufacturing facility changes; or
 - e. When requested by the Contract Officer or Contracting Officer Representative.
3. The FAS shall consist of two identical uniform components in the size required by the specification sheet. National Technology & Development Program (NTDP) will fully inspect both samples. NTDP will keep one sample and return the other to the contractor, if approved. The contractor shall send FAS to NTDP at the following address for examination. The contractor will notify NTDP when samples are sent to the address provided below.
 - a. USDA Forest Service National Technology & Development Program
5785 Highway 10 West
Missoula, MO 59808
 - b. POC: Lisa Outka-Perkins, Uniform Program Manager, lisa.outka-perkins@usda.gov, 406-329-3849
4. NTDP will inspect FAS to the requirements of Forest Service Specification 6170-700 with the applicable specification sheet, revision in effect. Failure of any kind can fail the sample requiring correction and resubmission.
5. Waivers. The contractor may submit a request for FAS waiver to the contracting officer, who may waive the FAS requirement when all the following criteria apply:
 - a. The contractor requesting waiver has manufactured and delivered the item or a similar item within the last five (5) years. The contractor shall provide the following information and be prepared to provide documentary evidence upon the contracting officer's request:
 - i. Contract number(s), date(s), and issuing Government agency or agencies.
 - ii. Description of item previously furnished, identified by part number, type, model number and/or other identifying information. If the item previously furnished is similar but not identical to the item being acquired under the current buy, the contractor shall explain why manufacture of the item previously furnished is sufficient to demonstrate its ability to manufacture the item being acquired under the current buy without need for a first article test.
 - b. There have been no changes to manufacturing processes, tooling, or place of performance.
 - c. There have been no changes to manufacturing data (e.g., drawing revisions that change materials,





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dimensions, processes, inspection or testing requirements; or subcontractors used to manufacture the items successfully in the past).

- d. The contractor shall supply an item of the same design and manufactured by the same method at the same facilities as the item or similar item previously furnished and accepted under subparagraph (5)(a).

6. If NTDP approves the FAS, they will issue a letter indicating conditional approval, approval, or disapproval of the FAS. The notice of conditional approval or approval shall not relieve the contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the contractor. A notice of disapproval shall cite the reasons for disapproval.
 - a. If NTDP disapproves the first article samples, the contractor, upon Government request, shall repeat any or all first article samples. After each request for additional samples, the contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for inspection. All costs related to these inspections are to be borne by the contractor, including all costs for additional inspections following a disapproval. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these inspections.
 - b. If the Government does not act within the time specified in paragraph (b) or (c) of this subsection, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
 - c. Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article examinations reveal deviations from contract requirements, the contractor shall make the required changes or replace all items produced under this contract at no change in the contract price.

4.0 INVENTORY REQUIREMENTS

The uniform program shall take into consideration permanent and seasonal employee uniform needs and volunteer uniform needs as identified in this contract in **Section B – Schedule of Items** and attachment **J- 2 Product List & Add-ons**. The contractor shall maintain proper inventory levels for all uniform components. Contractor's inventory status reports shall be made available to the Contract Officer Representative (COR) upon request to ascertain actual usage of components by sizes and minimum stock levels.

5.0 UNIFORM ALLOWANCE APPLICATION





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The uniform allowance (UNAW) is a web-based, self-service application. The uniform contractor shall use the ordering system of employee and unit accounts from the UNAW data base and shall retrieve nightly transmissions from the UNAW contractor to maintain employees' uniform allowance accounts, locations, and job codes. In fulfilling the work of this contract, the uniform contractor shall use acceptable accounting practices for auditing purposes while accomplishing the following:

1. Prior to the beginning of each FY, uniform allowances are established based on Forest Service Policy. Since uniform allowance balances may not be carried over from one FY to the next, a new FY uniform allowance is placed in the data base each year. The data base is established when FS employees request new allowances via Dashboard and their supervisors approve. Nightly transmissions once again resume by the UNAW contractor for retrieval by the uniform contractor. The contractor shall use the new data base information for their ordering system and maintain edits to keep the information secure and to prevent employees from exceeding their uniform allowance along with other FS edits such as preventing non-law enforcement staff from ordering law enforcement uniforms. The ordering system shall keep a running balance of each employee's account. The contractor shall not make any changes or delete any information generated by the FS. In addition to the employee uniform allowance data base, the UNAW contractor furnishes the uniform contractor a data file of an address location table, (attachment **J-3 Official Names and Addresses**), and a data file of unit fund job codes which may contain 100,000 different job codes. Daily changes may be made to these data files for electronic retrieval by the contractor.
2. The uniform authorization, which is a supervisor approved uniform allowance request generates the allowance process in UNAW. The allowance amount is calculated by the type of uniform(s) authorized for the employee plus major component(s) if needed. There are two types of allowances: initial and replacement. An initial (first time) allowance enables an employee to purchase a complete set of uniform components and a replacement allowance enables employees to maintain their uniform from year to year. Employees may place their order with the contractor after their allowance is established, approved, and transmitted to the contractor. Any orders exceeding an employee's allowance must be paid with personal funds. By policy, uniform allowances may not exceed \$800. Uniform purchases are charged to the appropriate fund/job code(s) for the employee working at a particular location. The contractor shall keep track of purchases using allowance funds and personal funds and assure the FS is billed only from allowance funds. In some cases, purchasing a component may be split between Government and personal funds. Uniforms may be shipped and billed to two different FS locations.
3. In addition to individual employee accounts, Uniform Coordinators may make uniform purchases for their unit. A data file of all units with account numbers is established and is furnished to the contractor. Along with unit accounts, a data file of job codes valid for each unit is transmitted to update job codes as needed electronically. Unit purchases may be shipped and billed to two different FS locations.
4. Special shipping is when a uniform coordinator, not from an individual employee, requests shipping or handling beyond the contractor's normal shipping procedures for unit purchases. An example is overnight delivery for volunteer vests needed immediately for a special project the next day. This is a





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special component (unit purchase) with special shipping and shall be identified as a separate cost items on the invoice to process the payment to the contractor.

5. Billing for uniform components issued to employees will be via electronic data transmission. The National Finance Center will process the payment. Special shipping and special components must be identified separately on the billing. Transaction formats shall be in accordance with ANSI standards X12 for electronic data interchange. With the billing, the contractor shall prepare a Payment Status Report.
6. All orders for the end of the FY are to be transmitted to the contractor by a predetermined date and the contractor is to have the final billing to the NFC also by a predetermined date. This is to allow time to process the final payment and set up next FY's uniform allowance data base.
7. At the close of the FY, all undelivered orders, and therefore, un-invoiced orders, shall be reported to the Financial Management System Staff (FMS), with a copy to the COR. Invoices for the prior FY may then be sent to the FMS as shipment of orders resume. They shall be separate from current year billing/invoices. See Reports below.

6.0 QUALITY CONTROL AND CUSTOMER SATISFACTION

1. Upon award of the contract, the contractor shall obtain and maintain an ISO-9001, or current revision certification.
2. The contractor shall submit a customer service plan. The plan shall demonstrate the contractor's process for maintaining acceptable levels of employees' satisfaction with their overall customer service, website, delivery time, and return process. The contractor's customer service procedures should result in an overall 90% or higher employee satisfaction rate of the average of the four items.

7.0 DISTRIBUTION PROCESS

1. Establishing and maintaining an automated ordering system for the FS, which shall include a toll-free telephone number to contractor's service representatives with a minimum coverage of 8 hours during a customary business day, and an internet online ordering system with order confirmation. While telephone and fax orders are acceptable, ordering through the internet is the FS preferred method of ordering. When ordering through the internet, employees and uniform coordinators must access the vendor's online catalog and ordering system via the FS dashboard application. The dashboard application is a single sign-on portal to access many web-based applications available for FS employees.
2. Providing and maintaining a web page specifically for the FS. The web page will include a landing page with quick links to major product types such as tops, bottoms, outerwear, accessories, etc. and other helpful information such as the measurement guide or care instructions. The web page will also include color photographs of each uniform component and sizes; ordering instructions; order forms; new product





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information; and other information as needed or requested by the FS. For each component, the vendor will display a front, back, and side view of the item and one picture of a model wearing the item. A zoom feature for each picture is required which allows the employee to view the design features and fabric in more detail. All information, language, photographs, drawings, and depictions must be nondiscriminatory and represent a multi-cultural organization and shall have COR/ Contract Officer approval prior to placing it on the web page. Other information shall include return/exchange instructions; procedures for notifying employees of backorders and errors; and employee evaluations or feedback. All employee information must be safeguarded and secure. The web page must comply with Section 508 of the Rehabilitation Act (www.section508.gov).

3. The contractor shall maintain the existing system for processing individual and unit orders with dates on all orders, returns, exchanges, refunds, credits, backorders, nonstandard size orders, and special handling for alterations.
 - a. All orders shall be shipped within three (3) working days (90 calendar days for nonstandard sizes) from receipt of order.
 - b. The contractor's system shall result in 95% of items shipped will be for the correct product, style and quantity. (less the returns from single orders containing multiple sizes). All back-orders shall be shipped within 60 days from receipt of order. The contractor shall inform employees of order status and anticipated shipping date of the back-order within 30 days
 - c. The contractor shall arrange for return and shipping payment of components when damaged goods are received or when components do not meet end-item specifications. Components returned due to order processing errors will be returned at contractor's expense. The contractor shall process the return based on the employee's request for exchange, credit to the account, or refund (if personal funds involved). Exchanges are allowed only for identical products with identical price. contractor shall bear the costs of return shipment for contractor related errors.
 - d. Components returned due to errors made by the employee (such as ordering a wrong size) shall be returned at Government expense. The Government shall reimburse the contractor for loss on returns due to employee errors. The Government shall reimburse the contractor for restocking returned uniform components at a set rate of \$4.85 on a per item basis due to employee error. The Contractor shall bill the Government in six (6) month increments in June and December of each contract year for these items.
 - e. Because employees may not order several sizes of a component at one time to determine their best size, it is important for the contractor to display the proper size measurements for each garment and to assist employees with sizing information when placing their orders. The Government will pay for components returned to the contractor from a unit order and the contractor shall pay for all returns or exchanges back to the unit.
 - f. Minor alterations such as hemming and the routine process of cutting-to-length and/or folding bottom edges and stitching in accordance with specific specifications to produce overall requested length for all skirts, pants, and slacks; sewing volunteer patches on the right sleeve of the shirt; and other minor operations shall be finished within the standard 3 working days for processing orders. There will be no additional charges for such alterations.





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4. The Fiscal Year (FY) runs from October 1 through September 30 of the following calendar year. Certain procedures are required to close out the FY. Year-end dates are established for taking new orders, for shipping orders, for returns and exchanges on like items, and when an unshipped orders report is due at the FS Financial Management Staff. Likewise, dates are determined for the start-up of the next FY when shipping may resume for prior year's orders, and when the UNAW contractor generates electronic files for the new FY and resumes transmissions of employees' new FY allowances, location changes, and new FY job codes.

This process includes packaging and shipping individual or unit uniform orders to all Uniform Coordinators at FS locations within the United States and Puerto Rico, and other areas as needed. Each order shall be individually packaged, and a shipping receipt shall accompany each order. The shipping receipt shall indicate as a minimum, the employee's name and account number, order number and order date, shipping location and shipping date, lot number and description, quantity and size of components shipped, backorders identified (if applicable), total allowance authorized, order total, and account balance. Separate packages may be combined and sent to the Uniform Coordinator at a single shipping location. Packaging and shipping shall conform to ASTM-D-3951, Standard Practice for Commercial Packaging.

Dated accountability records are established and maintained for items shipped and items returned by employee and FS unit accounts, which will support the billing process. Billings for special shipping costs will occur for unit orders only; billings for special shipping costs on individual orders will be paid at the employee's expense.

8.0 DELIVERABLES AND MILESTONES:

The contractor shall develop and maintain an automated reporting system that provides as a minimum the following reports:

1. **Employee and Unit Shipment Report** shall be prepared at the beginning of each month and shall capture employee and unit orders shipped during the previous month. The report shall be provided online and exportable to Excel for sorting and summarization purposes. The report shall be sorted by region, unit, and subunit and alphabetically sorted by employee name. The report shall contain and be sortable by billing region, billing unit and billing subunit. The report shall also contain the employee's name (displaying an employee's full social security number is prohibited), order number, job code, date ordered and date shipped, item number and description with sizes and quantity, quantity shipped and quantity backordered, unit price, total amount of each item, and of each calculable column showing order totals and subunit order totals. The report shall be posted online.
2. **Employee Uniform Purchase Status Report** shall be prepared quarterly and provided online and exportable to Excel for sorting and summarization purposes. The report shall include employee's name (displaying an employee's full social security number is prohibited), job code, allowance amount allocated, allowance remaining, year-to-date amount ordered, year-to-date amount ordered over the allowance, amount of backorders. The report will contain aggregate totals for all calculable columns.





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Reports shall be sorted by region, unit, and subunit and alphabetically by employee name.

3. **Return Analysis Report** shall be prepared quarterly and provided online to the COR and exportable to Excel for sorting and summarization purposes. The report, derived from the contractor's return system, shall provide the number of returns for each specific component, the reason for the return, the number of components shipped, job code and the percentage of returns for each item number. The return analysis report for requesting payment for return shipments shall also contain billing region, billing unit, billing subunit, employee name, job code used, item number, description, size, quantity, and unit price.
4. **Forest Service Sales History Report** shall be provided online to the COR quarterly to identify the number of each component sold by ITEM number, description, and by fiscal year, including the most current year-to-date information and job code. The report shall also contain and be sortable by billing region, billing unit, and billing subunit. The report shall be exportable to Excel for sorting and summarization purposes.
5. **Undelivered (unshipped) Order Report** and/or associated data file will be sent to the COR and the FS Financial Management Systems Staff (FMS) quarterly, on the 20th of the month (December 20 for the 1st quarter, March 20 for the 2nd quarter, June 20 for the 3rd quarter and September 20 for year-end.) It shall include an estimate for the last 10 days of the month. The FMS report will be a data file in the same format as the billing file. This report shall include backorder and unshipped order transaction history for each individual employee and unit order affected and job code. The report shall be provided online and exportable to Excel for sorting and summarization purposes.
6. **Orders Shipped (but Un-invoiced) Report** shall be sent to the COR and the FMS in the same format and due at the same time as the Undelivered Report. The report shall include all employee and unit orders shipped but un-invoiced at the time this report is due and job code. The report shall be provided online and exportable to Excel for sorting and summarization purposes.
7. The contractor shall develop and maintain a **Customer Service Data Collection Survey** that will measure employee satisfaction with the vendor's customer service, website, delivery time, and return process. The survey will be available on their website and noted on each invoice sent with a shipment. The survey will include five categories of satisfaction: Very Satisfied, Satisfied, Neither Satisfied or Unsatisfied, Unsatisfied, Very Unsatisfied. The contractor will provide the following quarterly reports:
 1. Overall Customer Service Satisfaction. This report will include five categories of employee satisfaction: Very Satisfied, Satisfied, Neither Satisfied or Unsatisfied, Unsatisfied, Very Unsatisfied.
 2. Overall Website Satisfaction. This report will include five categories of employee satisfaction: Very Satisfied, Satisfied, Neither Satisfied or Unsatisfied, Unsatisfied, Very Unsatisfied.
 3. Overall Deliver Time Satisfaction. This report will include five categories of employee satisfaction: Very Satisfied, Satisfied, Neither Satisfied or Unsatisfied, Unsatisfied, Very Unsatisfied.
 4. Overall Return Process Satisfaction. This report will include five categories of employee satisfaction: Very Satisfied, Satisfied, Neither Satisfied or Unsatisfied, Unsatisfied, Very Unsatisfied.





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9.0 SPECIFIC REQUIREMENTS

1. All requested information shall be sent as stated either electronically to email addresses provided to the contractor or to the appropriate office at the following addresses:

Contracting Officer's Representative (COR):

Rosemarie Hillmon

rosemarie.hillmon@usda.gov

202-828-0590

USDA-Forest Service

Financial Management Systems Staff

201 14th ST SW

Mailstop 1148

Washington, DC 20250

Program Manager (PM)

Lisa Outka-Perkins

lisa.outka-perkins@usda.gov

406-329-3849

USDA-Forest Service

Missoula Technology & Development Center

5785 Highway 10 West

Missoula, MT 59808

FS Textile & Clothing Specialist and Project Inspector:

Dennis Davis

dennis.davis@usda.gov

406-239-4194

USDA-Forest Service

Missoula Technology & Development Center

5785 Highway 10 West

Missoula, MT 59808

Contract Specialist:

Grace Walton

Grace.walton@usda.gov

530-215-0323

USDA-Forest Service

Procurement & Property

Services 201 14th ST SW

Mailstop 1138

Washington, DC 20250





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Contracting Officer:

Mallory Sharpe

Mallory.l.sharpe@usda.gov

916-910-5889

USDA-Forest Service

Procurement & Property

Services 201 14th ST SW

Mailstop 1138

Washington, DC 20250

2. A color catalog shall be provided online and hard copy catalogs shall be available upon request to employees and uniform coordinators. The catalog shall be divided into uniform categories and contain picture(s) of each uniform component. Each uniform component will describe the actual color, fabric description, style characteristics, and sizes. In addition, measuring instructions, care and maintenance information, and spot and stain removal instructions shall be provided. The catalog will include models wearing the uniform components. The FS will provide assistance to the contractor to assure that uniform dress code regulations are adhered to during the photographic/modeling productions and that the catalog illustrates a multi-cultural organization.
3. Catalogs and/or new flyers shall be made available by the first of each fiscal year. As new components are added to the program, the contractor shall update their catalog and webpage, providing new pictures and product information and have new flyers printed and available upon request. Notification to employees shall be no later than 30 days prior to expected availability of the new components. In addition to photos with descriptions, new product notification shall include estimated date available, price, and ordering information. Online notification will be provided when components are discontinued, or when significant modifications are made to a specific component.
4. During the life of the contract, the contractor shall notify the Contracting Officer and the COR of any proposed changes in materials or manufacturers. Prior to use of a new material or material source (including trim, zippers, etc.), the contractor shall furnish a sample of the material with supporting data, similar to that required in the end-item specifications, to the COR and the Project Inspector for evaluation and subsequent approval by the Contracting Officer. Prior to use of a new manufacturer, the contractor shall submit a new Uniform Commercial-manufacture regulations/warranty to the COR for inspection and subsequent approval by the Contracting Officer. The Uniform Commercial-manufacture regulations/warranty sample may be retained by the Project Inspector in lieu of a production sample. Following approval, a production sample shall be sent to and retained by the contractor, subcontractor, COR, and Project Inspector.
5. During the life of the contract, the item colors, as measured by the specification, shall not change unless specifically authorized by the Contracting Officer. If any items appear to be changing colors the contractor shall inform the Contracting Officer immediately.





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6. The FS reserves the right to make changes in specifications including, but not limited to modifying, deleting, or adding products. The FS will work with the contractor on specifications, features, and other requirements for new or modified products. Price concurrence will be signed by both FS and the contractor prior to production and sale.
7. When Government-requested changes result in products in stock becoming discontinued, the contractor shall be informed in a timely manner and a mutually agreeable phase-out plan for reducing inventories will be established. The phase-out plan will be tailored for the item(s) being phased out and include a fixed disposition date of no more than 15 months from date of discontinuation, at which time the FS will purchase any remaining discontinued inventory from the contractor at the contract price.
8. The contractor shall be available to serve as a consultant to the FS on industry state-of-the-art fabrics and uniform components, manufacturing advances, and improvements in distribution methods, including the manufacturing of prototypes when requested at no cost to the FS. When field trial evaluation is needed, the contractor shall furnish a minimum of 30 test components in sizes specified by the COR, unless the COR agrees a field trial evaluation for less than 30 is sufficient. FS will be responsible for the cost of all components used in field trials. This pricing will be provided to FS by contractor prior to the field trial. A contract modification reflecting this pricing and details of the trial will be signed by the FS and the contractor, if needed.
9. The contractor shall have adequate staffing on a daily basis to respond to online, telephone, and written orders and inquiries from employees, Uniform Coordinators, FS management, the FS Textile and Clothing Specialist, National Headquarters personnel, and Financial Management personnel in a timely, professional, and courteous manner. The contractor shall furnish a list or organizational chart of all key contacts and their role with the FS contract and update it annually, or whenever there are changes in key personnel servicing this contract. The list or organizational chart and updates shall be sent to the Contracting Officer, the FS Textile and Clothing Specialist, and to the COR.
10. The COR and the FS Textile and Clothing Specialists will conduct site visits and inspections of the contractor's facility at a minimum of once a year. During this visit, the contract, COR, and specialist will inspect samples from the inventory, discuss specification modifications, adding new uniform components, or discontinuing uniform components. Concerns and suggestions may be discussed during these visits.
11. The contractor shall create an evaluation form for returns/exchanges to be completed for all returned items. The form shall be approved by the COR. At a minimum, the form shall include space for the employee's name, location, telephone number, account number (optional), order number, order date, ship date, and instructions on handling the return. In order to evaluate the reason for the return, include the following information for each returned component: Item Number; Date Manufactured; Size and Quantity Ordered; Reason for Return*, and a section for comments. An illustration of a garment label will help employees identify what is meant by the Item #, Date Manufactured, etc.





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* The Forest Service and contractor will agree to a “Reason for Return” list after contract award.

12. The production and distribution of uniforms under this contract requires the greatest care possible in handling. The Contractor must ensure against uniforms falling into the hands of unauthorized persons. The Contractor shall guarantee and be held fully responsible for the destruction and spoilage of all Government-owned supplies purchased by or furnished to the Contractor. Since the FS insignia is protected by law, additional protection must be provided to assure against damage or theft.
13. In the event the Contractor, prior to completion of the work hereunder and whether or not in connection with the performance of such work, develops:
 - a. any improvement in the design of the articles called for by this contract, which is not incorporated in the articles to be delivered; or
 - b. any alternative or improved method of accomplishing the objectives of this contract, which is not employed in the performance hereof.

The Contractor, unless otherwise required to report or disclose any such improvement or alternative or improved method to the Contracting Officer under any such other clause of the contract, shall promptly give notice in writing to the Contracting Officer as to any such improvement or method. Such notice shall include a general description sufficient to show the Contractor's best appraisal as to the prospective' effect or influence which such improvement or method would have on the work required under this contract if such improvement -or method were incorporated as a requirement hereunder.

14. In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details; provided that this data shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

10.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The performance requirements mandated with this PWS state the characteristics of properly completed outputs. Good performance requirements must be measurable, quantifiable, and attainable. The performance requirements provide the Government with disciplined methods to administer performance-based contract standards for systems development. The Government will utilize Performance Measures to monitor, measure, and evaluate the contractor's performance.

The contractor shall complete the table below with metrics, process used to measure, and acceptable quality levels that the Government will monitor in addition to the Government-identified performance requirements.





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Performance requirement	Performance Standard	Acceptable Quality Level	Measurement Method
Quality Control - Products	The contractor shall ship products meeting the requirements of the specification and free of any defects.	99% of products shipped are defect free.	Ongoing inspection/tracking RMA documents with reason codes. Defects verified upon return. Percentage returned calculated as: Number of defective products returned divided by total number of products shipped.
Quality Control – Order Processing	The contractor shall ship the style and quantity of product(s) as ordered by the employee.	95% of items shipped will be for the correct product, style and quantity. (less the returns from single orders containing multiple sizes).	Trend Analysis RMA documents with reason codes. Percentage returns calculated as: Number of items returned due to HTC error divided by total number of items shipped.
Timeliness of Shipment of Customer Orders	The contractor shall ship individual orders in a timely matter	All orders shall be shipped within three (3) working days (90 calendar days for nonstandard sizes) from receipt of order.	Trend Analysis Order ship date minus order receipt date equals Days to Ship. Sum of all order's Days to Ship divided by number of all orders shipped.
Shipment of Back Orders	The contractor shall ship back orders in a timely matter	All back-orders shall be shipped within 60 days from receipt of order. The contractor shall inform employees of order status and anticipated shipping date of the back-order within 30 days.	Trend Analysis Back-order ship date minus order receipt date equals Back-order Days to Ship. Sum of all Back-order's Days to Ship divided by number of all Back-orders shipped.
Report Delivery	The contractor delivers reports on a timely basis	Shall be delivered to the Contracting Officer and Program Manager within five (5) business days after the end of the report period 100% of the time.	Logged by Contracting Officer and Program Manager.
Invoice Quality and Delivery	The contractor delivers reports on a timely basis	Shall be delivered to program manager and within five (5) business days after the end of each month, 100% of the time. The billings should be accurate, consistent, with the contract requirements and within the compensation limits set by contract.	Logged by Program Manager.





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SECTION D - PACKAGING AND MARKING

D.1 PROJECT LABELING FOR OFFICIAL CORRESPONDENCE

The Government singularly identifies each project with a contract number at time of award. The contract number is a unique identifier to purposely and permanently represent an awarded project. The Government issued contract number is to be referenced on all official communications starting with notice of award.

D.2 SHIPPING

All materials requested under this Request for Quote shall be shipped Free On Board (FOB) origin. All materials shall be shipped to the coordinating addresses located on Attachment 1 – Schedule B.

D.3 PACKAGING FOR SHIPMENT

All materials shall be packed for shipment in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification rules, or regulations of other carriers as applicable to the mode of transportation.

All materials shall be packaged in such a way as to protect the materials from damage during shipping. Any materials that are received damaged shall be replaced at no cost to the Government.

The contractor shall provide a packing slip to be enclosed with each package shipped. This packing slip shall provide complete details of all materials packed in each container.

D.4 SHIPPING CONTAINER MARKINGS

All shipping containers shall be clearly marked with a delivery address.

D.5 SHIPPING INSURANCE

All shipments shall be insured against loss or damage and shall carry sufficient insurance to cover the full replacement value of the item(s) being shipped.

SECTION E - INSPECTION AND ACCEPTANCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4	Inspection of Services--Fixed-Price (AUG 1996)
52.246-16	Responsibility for Supplies (Apr 1984)

SECTION F--DELIVERIES OR PERFORMANCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES





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52.242-15 Stop Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

AGAR 452.211-74 Period of Performance (FEB 1988)

The contract period shall extend for one year from the date of award. At the option of the Government, the contract may be renewed for additional one-year periods, not to exceed 5 years and 6 months, provided the Contracting Officer serves notice of renewal at least 90 days prior to contract expiration.

Basic Period: September 1, 2024 – August 31, 2025

Option Year 1: September 1, 2025 – August 31, 2026

Option Year 2: September 1, 2026 – August 31, 2027

Option Year 3: September 1, 2027 – August 31, 2028

Option Year 4: September 1, 2028 – August 31, 2029

F.2 TIME OF DELIVERY

The contractor shall be prepared to start processing subsequent year orders and ship uniforms at the time of award.

SECTION G - CONTRACT ADMINISTRATION DATA

GOVERNMENT-FURNISHED PROPERTY

The Government will not furnish any property.

G-2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer designates the Contracting Officer's Representative(s) (COR). The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract and the contract will be modified accordingly. (This does not apply to individual task assignments which were issued by the COR provided they do not affect the delivery schedule or performance period stated in the contract.)

On all matters that pertain to the contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time





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permits, proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. AGAR 452.237-74 Key Personnel (FEB 1988)

- (a) The Contractor shall assign to this contract the following key personnel: Gary Kline and Dan Kupiec.
- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.2 PRICE ADJUSTMENTS

- 1. Price Adjustments or increases and decreases in prices shall be limited as follows:
 - a. Once prices have been established, they shall remain fixed through the life of the contract, including all option periods, and shall not be modified except in the event of a modification to the contract. The Contracting Officer may require verification of the data submitted to the extent considered necessary to permit reliance upon it as a reasonable base line.
 - b. Increases or decreases in the base price shall be determined by the increases or decreases in the Producer Price Index (PPI). Adjustments will be made on the basis of the annual June issue of the Producer Price Index published by the U.S. Bureau of Labor Statistics for Industry Code 23, Apparel and other finished products made from fabrics and similar materials.

Category	SIC Industry	NAICS Procuect (PCU)
Mens and boys suit coat and overcoat	2311	315222315222
Mens and boys shirt and exec shirt	2321	315223315223
Mens and boys neckwear	2323	315993315993
Mens and boys pants and slacks	2325	315224315224
Mens and boys cut and sew work clothing mfg	2326	315225315225





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Hats and Caps	2353	315991315991
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The Categories, SIC Industry codes, and NAICS Product codes are to be used to determine annual price adjustments for men's, women's, and unisex uniform components.

- c. The effective date of application of price adjustments shall be the date of award renewals, beginning with the first renewal July 01, 2025. The initial prices in the proposal will be in effect from the date of award through June 30, 2025, unless prices are adjusted as described in this section.
- d. Annual adjustments will be made by dividing the PPI of the current June issue, published prior to the date of renewal of the contract, by the PPI in effect from the previous June issue. The resulting factor, rounded to two decimal places, will be multiplied by the current unit prices in each FS uniform product category to establish new unit prices which will be in effect for the option period beginning on July 01, 2025. See formula below.
- e. If the index specified above is discontinued, the contracting parties shall agree upon a substitute. If the Bureau of Labor Statistics designates an index with a new title and/or code number as being continuous with the index listed above, the new index shall be used. In addition, provision is hereby made to adjust the economic fluctuation computation in the event there is such a substantial alteration to the method of computing the index so as to negate the original intent of the parties.
- f. In no case, however, will the annual adjustments, upward or downward, exceed 10% in any given year.
- g. The categories used in the formula below under Industry Code 23 best represent FS uniform components.

FORMULA: By category, Current Year divided by Previous Year equals Factor (pricing multiplier) for the next contract year.

SIC Industry	NAICS Product	June Current Year	June Previous Year	Factor
2311	315222			
2321	315223			
2323	315993			
2325	315224			
2326	315225			
2353	315991			

EXAMPLE: For items in the 2311 SIC Industry classification. Existing Price X factor = New Price.
Existing Price \$30.00 x Factor 1.01 = New Price \$30.30.

- h. When the PPI percentage is known, new prices are calculated, and uniform allowances are adjusted accordingly for the new FY.

H.3 MATERIAL HANDLING

The production and distribution of uniforms under this contract requires the greatest care possible in handling.





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The Contractor must ensure against uniforms falling into the hands of unauthorized persons. The Contractor shall guarantee and be held fully responsible for the destruction and spoilage of all Government-owned supplies purchased by or furnished to the Contractor. Since the FS insignia is protected by law, additional protection must be provided to assure against damage or theft.

H.4 NEW FEATURES OR DESIGN

In the event the Contractor, prior to completion of the work hereunder and whether or not in connection with the performance of such work, develops:

- (a) any improvement in the design of the articles called for by this contract, which is not incorporated in the articles to be delivered; or
- (b) any alternative or improved method of accomplishing the objectives of this contract, which is not employed in the performance hereof.

The Contractor, unless otherwise required to report or disclose any such improvement or alternative or improved method to the Contracting Officer under any such other clause of the contract, shall promptly give notice in writing to the Contracting Officer as to any such improvement or method. Such notice shall include a general description sufficient to show the Contractor's best appraisal as to the prospective effect or influence which such improvement or method would have on the work required under this contract if such improvement -or method were incorporated as a requirement hereunder.

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR, in writing, giving pertinent details; provided that this data shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.6 PRIVACY AND SECURITY

a. Introduction - The following paragraphs contain information concerning the privacy and security threats inherent in a data processing system containing systems of records classified as personally identifiable under the Privacy and Security Act of 1974. There is an important distinction between privacy and security as defined in paragraphs 3.a.(2). With these definitions, it is logical to assume that the data processing function (the Contractor and the utility providing agency) using hardware and software should not lose vital data, introduce errors into the data, or permit data to be read or modified without authorization. All other risks are external to the utility hardware and software.

- (1) Data security refers to the protection of data against accidental or intentional disclosure to





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unauthorized persons or unauthorized modifications or destruction.

(2) Privacy refers to the rights of individuals and organizations to determine for themselves when, how, and to what extent information about them is to be transmitted to others.

b. Rules of Conduct - A contractor/employee is prohibited from using or giving information acquired through their official position, prior to its release to the public, to advance the interests of themselves, their family, associates, friends, or any other person or enterprise.

c. Threats and Hazard - The following is a list of the anticipated threats and hazards concerning privacy and security which are relevant to the systems of records and which the Contractor must safeguard against.

- (1) Data transmission error.
- (2) Accident during program testing.
- (3) Wrong volume loaded and updated.
- (4) Computer operator error.
- (5) Defective tape or disk.
- (6) Hardware errors.
- (7) Software errors.
- (8) Accidental disclosure of private information.
- (9) Unauthorized use of a listing or documents.
- (10) Unauthorized use of a terminal.
- (11) Terminal user "masquerading" as another user.
- (12) Authorized terminal users "browse" in files not intended for them.
- (13) Submission of unauthorized programs.
- (14) Data obtained by dumping main memory, possibly after a contrived error.
- (15) Unauthorized access to data.
- (16) Unauthorized users.
- (17) Unauthorized duplication of source data input tape.

d. Safeguards - The Contractor shall provide the following safeguards:

(1) Data transmission error. Components that transfer data to and/or from main memory must have an error detecting routine to assure the accuracy of the transmission.

(2) Accident during program testing. A test mode of processing will be recognized by the system software.

Any processing accomplished in this mode will be prevented from access to "Olive data" files and production program modules.

(3) Wrong volume loaded and updated. The system will provide for the validating of volume labels both for the properly identified volume or an authorized user including expiration date.





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- (4) Computer operator error. The Contractor will provide sufficient operator training to assure technical competence.
- (5) Defective disk or tape. The Contractor will provide the Government with a product meeting at least the minimum defined quality.
- (6) Hardware errors. The Contractor will deliver a configuration that has been error-tested. He will also propose and perform scheduled preventative maintenance to lessen the likelihood of hardware errors. The hardware will have error detection, correction, recovery, and retransmission capability. The system will provide checkpoint/restart capability and degraded operating mode if error conditions require. The system will, at such times, log hardware errors, cease accepting-input data, retransmit remote data, and provide re-initialization of updated files. Error-induced checkpoint/restart dumps will be protected by facility-generated procedures and treated as sensitive data.
- (7) Accidental disclosure of private information. The Contractor will provide the hardware to prevent output of data on a wrong device as a result of hardware error. The Contractor and their employees will not have access to private data without approval of the user.
- (8) Unauthorized use of listings or documents. All listings and statements produced for testing using Government-furnished source data input shall be treated as classified material with access to the data limited to persons on a need-to-know basis. These listings and statements shall be destroyed after the appropriate COR accepts the items to be delivered under the contract. There will be only one final original of the statements or reports shall be made or retained by the Contractor. See rules of conduct paragraph 2.b.
- (9) Unauthorized use of a terminal. The Contractor will provide for a terminal identifier sign-on routine and table including the validation of transactions authorized from designated terminals. The terminals will be furnished with physical locks as necessary.
- (10) The Contractor will provide software which supports extended log-on procedures (e.g., additional access keys and question/answers) for further validation of terminal users. Use of this feature should be possible for all users or for only specific users.
- (11) Authorized terminal users "browse" in files not intended for them. The Contractor will provide the means to validate authorized access through the use of password tables. In addition, a user will be precluded from accessing areas outside the authorized file limits.
- (12) Submission of unauthorized programs. All production programs will be executed from program libraries. The software will also maintain a table of authorized program access by users. Attempts to use unauthorized programs will be disallowed.
- (13) If users attempt to dump any area of storage not assigned to them, the user will be aborted, the dump not performed, and the attempt recorded.





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(14) Unauthorized access to data. Application programs will be restricted from access to main memory outside their assigned area. They will have access to data only when properly identified and only within the approved area. There must be capability to clear memory by system software before assignment to a user. If this practice is followed, it will materially reduce the chances of unauthorized access to a previous user's residual data. For the same reason, disk space must be sanitized before assignment.

(15) Unauthorized users. The system will maintain tables of authorized user identifiers. If an attempt is made to use the utility that is not authorized, the attempt will be terminated immediately.

(16) Unauthorized duplication of source data input tape. Contractor must ensure that no duplication of source input data tape is made. The input is to be used only for providing the information necessary to generate the statements and management reports.

e. Criminal Penalties

(1) Under the provisions of the 5 U.S.C. 552a(m), Government Contractors and any employees of such are subject to the criminal penalties of 5 U.S.C. 552a(i).

(2) "Government Contractor" as used herein means any individual or other entity who contracts to operate by or on behalf of an agency of the executive branch of the Federal Government a system of records to accomplish an agency function.

H.7 ACCESS TO CONTRACTOR FACILITIES & RECORDS - PRIVACY SAFEGUARDS INSPECTION

The Government shall, following presentation of 7 days advance written notice be afforded full, free, and uninhibited access to all facilities and installations; to all technical capabilities and operations and to all documentation, records, and data bases of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

In the event that new or unanticipated threats or hazards are discovered by either the Government or the Contractor or that existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness being made by the Government. The cost of such changes or corrections shall be a matter of negotiation. The Government's liability is limited to an equitable adjustment of costs for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

H.8 SECURITY OF SAFEGUARDS

The Contractor shall ensure that the details of the safeguards which the Contractor may design or develop under





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this contract become the property of the Government and are not to be published or disclosed in any manner without the written consent of the Government. Also, the details of the safeguards which may be revealed to the Contractor by the Government in the course of performing under this particular contract are not to be published or disclosed without the expressed written consent of the Government.

H.9 BUY-OUT PROVISION

At the start up and termination of this agreement, the incumbent contractor shall sell the remaining inventory to the ensuing contractor as follows:

- a) Fabric and trim unique to the FS uniform, which meets contract specifications, shall be sold at cost.
- b) Finished goods, which meet contract specifications, shall be sold at the contract price less 20 percent.
- c) Piece goods in progress will be finished, sold, and shipped based on the same provisions as (b) above.
- d) Finished goods that were determined to be phased out shall be sold at the lesser of: (1) the reduced phase- out price; (2) the contract price less 30 percent; or (3) contractor cost.
- e) Until the Contracting Officer notifies the incumbent contractor to terminate ordering, all commitments for finished goods with subcontractors, which meet current specifications, will be honored. All finished goods will be shipped to the ensuing contractor and all terms and obligations will be honored by the ensuing contractor.
- f) Finished goods are not subject to buyout when specifications are not met due to manufacturing errors.
- g) Items which have been discontinued by FS are subject to the fifteen-month disposition schedule, in accordance with Section C-F.6.

Incumbent Contractor shall inventory, inspect, and have ready for shipment within 30 days of notice from Contracting Officer all uniform components meeting specifications to be shipped to ensuing Contractor.

Ensuing Contractor shall arrange for shipment of all fabric, trim, and finished goods within 30 days of notice from Contracting Officer. Any transportation/shipping costs shall be borne by the ensuing Contractor. Ensuing Contractor shall have above delivered to a distribution center within 15 days of shipping and shall have all components inspected and inventoried within 20 days of receipt at distribution center. In case of dispute as to whether or not finished goods meet specifications, samples shall be sent to the FS for inspection and final resolution.

SECTION I--CONTRACT CLAUSES

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):

Federal Acquisition Regulation (FAR) Clauses: <https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)





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Department of Agriculture Acquisition Regulation (AGAR) Clauses: <https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
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 2003)
52.204-4	Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
52.204-7	System for Award Management. (Jul 2013)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.215-8	Order of Precedence--Uniform Contract Format (OCT 1997)
52.217-9	Options to Extend the Term of the Contract (MAR 2000)
52.219-9	Small Business Subcontracting Plan (OCT 2001) (Applicable if > \$500,000) Alternate II (Oct 2001)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (SEP 2000)
52.222-20	Walsh-Healey Public Contracts Act (OCT 2010)
52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003)
52.223-6	Drug- Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-2	Buy American Act Certificate (June 2003)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data—General (DEC 2007)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 84)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation on Withholding of Payments (APR 1984)
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)





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52.232-25	Prompt Payment (OCT 2003)
52.233-1	Disputes (JULY 2002)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987)--Alternate I (APR 1984) & Alternative II
52.244-6	Subcontracts for Commercial Items (MAY 2001) ,
52.245-1	Property Records (APR 1984)
52.245-2	Government Property (Fixed-Price Contracts) (MAY 2004)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003)
52.246-23	Limitation of Liability (FEB 1997)
52.246-25	Limitation of Liability-Services (FEB 1997)
52.248-1	Value Engineering (FEB 2000)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)
AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES	
452.237-70	Loss, Damage, Destruction or Repair (FEB 1988)
452.237-75	Restrictions Against Disclosure (FEB 1988)

52.204-7 System for Award Management. (Jul 2013)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (APR 2009)

(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)).
- (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:

- X (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 (Dec 2008) (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 (Section 1553 of Pub L. 111-5).
- (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub.





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L. 111-5).

- ☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ☒ (6) 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).
- ☐ (7) [Reserved]
- ☐ (8) (i) 52.219-6, Notice of Total Small Business 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.
- ☐ (9) (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.
- ☒ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(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.
- ☒ (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ☒ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14) (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.
- ☒ (15) 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).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ☒ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ☒ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ☒ (23) 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).
- ☒ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ☒ (25) 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).
- ☐ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (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





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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.
- ☒ (31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).
- ☒ (32) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
 - ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
 - ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☒ (33) 52.225-5, Trade Agreements (Mar 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (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)).
- ☒ (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 (May 1999)(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:

- ☐ (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





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and Option Contracts) (Nov 2006)(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 (Feb 2002)(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 paragraphs (e)(1) of this paragraph 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 (Dec 2008) (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) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.





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- (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) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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.

52.216-21 Requirements (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods





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or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after contract close-out.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder **shall not exceed 6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, **shall not exceed a total of 5 years and 6 months**.

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

52.246-17 Warranty of Supplies of a NonComplex Nature (JUNE 2003)

(a) Definitions. As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the





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Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) *Contractor's obligations.*

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 5 years -

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) *Remedies available to the Government.*

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either-

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and





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(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(A) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

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 Department of the Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J - LIST OF ATTACHMENTS





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ATTACHMENT A J -1 Uniform Specification

(300 pages)

ATTACHMENT B J- 2 Product List & Add-ons

(2 Tabs)

ATTACHMENT C J-3 Official Names and

Addresses (1 Tab)

ATTACHMENT D PWS Requirements Tab

(2 Tabs)

ATTACHMENT E Q & A From Solicitation

(2 Pages)



ATTACHMENT A

TEXAS A&M FOREST SERVICE

TERMS AND CONDITIONS

1. BIDDING REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of bid.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
- 1.8 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.10 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.11 The telephone number for FAX submission of bid is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.
- 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
3. **TIE BIDS**
Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
4. **DELIVERY**
 - 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
 - 4.3 No substitutions permitted without TFS written approval.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
 - 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.
5. **INSPECTION AND TESTS**
All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions

and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT AND FORCE MAJURE

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majure, the vendor must file a written request to the TFS.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice showing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services. PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

10. BIDDER AFFIRMATION

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those

funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

- (a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Travis Zamzow, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
- (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Travis Zamzow, Associate Director for Finance and Administration (979) 458-7300.

14. PUBLIC DISCLOSURE

- (a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.
- (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 221.253(a)(1), *Texas Government Code*.

15. REHAB ACT, VEVRRA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**ATTACHMENT A
TEXAS A&M FOREST SERVICE
TERMS AND CONDITIONS**

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Item #	Item Description	Supplier	Supplier Item #	Size Range	USFS Ref	USFS Sell	FY25 Delivered Price
TX050	Unisex Boot Socks	Thorlo	WGX11300	10, 13	FS050	\$ 13.13	\$ 13.13
TX051	Unisex Boot Socks	Thorlo	WDB11300	10, 13	FS051	\$ 14.51	\$ 14.51
TX1349	Unisex Windbreaker	TAG	FS1349	XS-4XR, LL-3XL	FS1349	\$ 50.00	\$ 50.00
TX200	Men's Poly Cotton Long Sleeve Field Shirt	EXECUTIVE APPAREL	FS200	14.145-19.195	FS200	\$ 56.15	\$ 56.15
TX201	Women's Poly Cotton Long Sleeve Field Shirt	EXECUTIVE APPAREL	FS201	28 to 38	FS201	\$ 56.15	\$ 56.15
TX210	Men's Poly Cotton Short Sleeve Field Shirt	EXECUTIVE APPAREL	FS210	14 to 17.5	FS210	\$ 53.94	\$ 53.94
TX211	Women's Poly Cotton Short Sleeve Field Shirt	EXECUTIVE APPAREL	FS211	28 to 38	FS211	\$ 53.94	\$ 53.94
TX229	Stetson Felt Hat	HATCO / STETSON	SFHTC-013461	6 5/8 - 7 7/8	FS229	\$ 252.22	\$ 252.22
TX3410	Unisex Forest Green 3-season lined jacket	Edwards	3410-Forest Green	XS-4XREG, LT-3XT	N/A	N/A	\$ 52.77
TX362	Men's Fleece Lined Vest	TAG	FS362	S-3XR, ML-3XL	FS362	\$ 79.39	\$ 79.39
TX363	Women's Fleece Lined Vest	TAG	FS363	XS-XL	FS363	\$ 77.67	\$ 77.67
TX432	Maternity Slacks	TAG	FS432	S-XL	FS432	\$ 58.56	\$ 58.56
TX411	Maternity Short Sleeve Shirt	TAG	FS411	XS-XL	FS411	\$ 37.33	\$ 37.33
TX500	Unisex Cotton Coveralls	WorkWear Outfitters	705-ZIPPER-SPRUCE	38 to 62	FS500	\$ 90.21	\$ 90.21
TX600	Gold name plate	REEVES	FSBGSR	NSZ	FS600	\$ 14.58	\$ 14.58
TX7056	Ladies Open Front Cardigan	EDWARDS	7056-040	XS-3X	N/A	N/A	\$ 44.21
TX720	Field Belt Wide Basketweave	BOSTON LEATHER	6582-3	24-54	FS720	\$ 29.54	\$ 29.54
TX3001	Double-Front Work Dungaree / Washed Duck	All USA - Carhartt	B136-MOS	28-44	N/A	N/A	\$ 71.87
TX4003	Men's Tactical TDU Pant	5.11	74003-190	XS-4X Reg & Long	N/A	N/A	\$ 71.42
TX4360	Women's Taclite Pro Pant	5.11	64360-190	2 to 20	N/A	N/A	\$ 63.48
TX265BK	SS Polo, Unisex - Black, w/ pocket	Alpha - Harriton	M265P-BLACK	S-4X	N/A	N/A	\$ 26.77
TX265ST	SS Polo, Unisex - Stone, no pocket	Alpha - Harriton	M265-STONE	S-4X	N/A	N/A	\$ 26.10
TX810-200	Firefighter's Work Shirt	Gamesport	8020	S-5X	N/A	N/A	\$ 61.45

TX5190	Unisex Short Sleeve 100% Cotton Tee Shirt: Brown	Sanmar - Port & Co.	PC61P	S-3X	N/A	N/A	\$ 21.70
TX5195	Unisex Short Sleeve 100% Cotton Pocket Tee Shirt: Sand	Alpha - Hanes	5190	S-3X	N/A	N/A	\$ 24.81
TX5290	Short Sleeve Tee Shirt - Dark Chocolate	Sanmar -Port & Co.	PC61	S-3X	N/A	N/A	\$ 19.10
TX5295	Short Sleeve Tee Shirt - Sand - FIRE	Alpha - Hanes	5180	S-3X	N/A	N/A	\$ 20.31
TX5310	Breezer Hat Band, Khaki	Henschel	5310 + 100FF-95	S-3X	N/A	N/A	\$ 50.37
TX3825	Unisex Knit Cuff Cap	Sanmar -Port & Co.	CP90-Black	OSFA	N/A	N/A	\$ 8.37
TX002	Baseball Cap, Structured, Black	Alpha - Big Accessories	BX002	OSFA	N/A	N/A	\$ 10.24
TX003	Baseball Cap, Mesh back, black	Alpha - Yupoong	6606-Black	OSFA	N/A	N/A	\$ 14.28
TX122	Baseball Cap, Mesh back, moss/khaki	Alpha - Yupoong	6606-moss/khaki	OSFA	N/A	N/A	\$ 14.28
TX060	Black Crew Socks-Unisex	Thorlo	WGX11-Black	10M-13M	N/A	N/A	\$ 12.41
TX061	Black Unisex Boot Socks	Thorlo	WDB11-Black	10M-13M	N/A	N/A	\$ 13.97
TX4004	Men's LE Tactical TDU Pant	5.11	74003-019	XS-4X	N/A	N/A	\$ 68.95
TX163	Men's Poly/Cotton Ripstop TacLite Pro Pants	5.11	74273-190	28-54 Even, 30-36 even inseam	N/A	N/A	\$ 61.29
TX873	Men's LE Poly/Cotton Ripstop TacLite Pro Pants	5.11	74273-019	28-54 Even, 30-36 even inseam	N/A	N/A	\$ 61.29
TX162B	LE Unisex LE Rain Jacket, Black	Sanmar - Carhartt	CT104670 - Black	S-3X	N/A	N/A	\$ 142.72
TX75	LE Unisex TacLite Pro Short Sleeve	5.11	71175-190	S-3X	N/A	N/A	\$ 69.21
TX224	Men's Tactical Pro short sleeve poly/cotton Shirt	5.11	71175-162	S-3X	N/A	N/A	\$ 61.60
TX74	LE Unisex TacLite Pro Long Sleeve	5.11	72175-190	S-3X	N/A	N/A	\$ 75.95
TX222	Men's Tactical Pro long sleeve poly/cotton Shirt	5.11	72175-162	S-3X	N/A	N/A	\$ 67.86
TX223	Women's Tactical Pro long sleeve poly/cotton Shirt	5.11	62070-162	XS-XL	N/A	N/A	\$ 64.75
TX218	Women's Fleece Jacket, black	Sanmar -Port Authority	L217-Black	XS-3X	N/A	N/A	\$ 30.53
TX217	Men's Fleece Jacket, black	Sanmar -Port Authority	F217-Black	XS-4X	N/A	N/A	\$ 30.99
TX845	Law Enforcement Belt	BOSTON LEATHER	6582-3 - Black	24-54 even	FS845	\$ 29.54	\$ 29.54
TX876	LE Nameplate - Silver	REEVES	FSBSSRC	NSZ	N/A	N/A	\$ 16.27
TX890	Unisex LE Jacket, Black	5.11	48026-019	XS-3X	N/A	N/A	\$ 94.37
TX900	Clip On Tie - Black	SAMUEL BROOME	90043-Black	short/reg/long	N/A	N/A	\$ 8.18
TX978	Four-In-Hand-Tie - Black	SAMUEL BROOME	90078-Black	One Size	N/A	N/A	\$ 7.66
TX100	Enclosed Baseball Cap, Structured	Classic Cap	TX100	OSFA	N/A	N/A	\$ 21.76

TX111	Enclosed Baseball Cap, Unstructured	Classic Cap	TX111	OSFA	N/A	N/A	\$ 23.38
TX121	Mesh Baseball Cap	Classic Cap	TX121	OSFA	N/A	N/A	\$ 20.69
TX302	Olive Green Waterproof Work Jacket	Sanmar - Carhartt	CT104670 - MOSS	S- 4X	N/A	N/A	\$ 153.33
TX513	Unisex black 50/50 hooded sweatshirt - FIRE	Alpha - Jerzees	4997	S-3X	N/A	N/A	\$ 38.56
TX503	Unisex black 50/50 hooded sweatshirt - Texas A&M FOREST SERVICE	Alpha - Jerzees	4997	S-3X	N/A	N/A	\$ 38.56
TX502	Unisex Short Sleeve 100% Cotton no pkt Tee Shirt: Maroon	Alpha -Hanes	5180	S-3X	N/A	N/A	\$ 20.31
TX512	Short Sleeve Tee Shirt - Maroon - FIRE - no pocket	Alpha -Hanes	5180	S-3X	N/A	N/A	\$ 20.31
TX76	LE tactical polo shirt, Black poly snag proof	Sanmar - CornerStone	CS410	XS-3X	N/A	N/A	\$ 45.26
TX270BK	Men's tactical polo - Black (white embroidered logo)	Sanmar - CornerStone	CS410-BLACK	XS-3XL	N/A	N/A	\$ 34.04
TX270TN	Men's tactical polo - Tan (black embroidered logo)	Sanmar - CornerStone	CS410-Tan	XS-3XL	N/A	N/A	\$ 34.04
TX271	Women's's tactical polo - Black (white embroidered logo)	Sanmar - CornerStone	CS411-BLACK	XS-3XL	N/A	N/A	\$ 34.04
TX273	Women's's tactical polo - Black (black embroidered logo)	Sanmar - CornerStone	CS419-Tan	XS-3XL	N/A	N/A	\$ 26.76