

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.1. BACKGROUND

There are four uniformed programs within the Immigration and Naturalization Service (INS or the Service): Inspections, Border Patrol, Detention and Deportation, and Public Information of the Information Services Branch. These programs have various law enforcement or administrative duties to which their uniforms must be appropriate. Immigration Officers (a term that includes all of the four identified programs) must often work in "rough duty circumstances", which subject their uniforms to a great deal of wear and daily use for periods longer than eight hours. The Service and its officers place a great deal of emphasis on professional appearance and bearing. Therefore, uniforms that are durable, easily maintained and professional in appearance (in terms of fit and quality) are important. The Service believes that a properly uniformed officer is better able to discharge his/her duties.

Although there are four uniformed programs, there are essentially only three different uniforms. Uniformed Detention Enforcement Officers (DEO's), of the Detention and Deportation Division, wear the Border Patrol uniform with the exception of certain items and the shoulder emblem. Thus, the three distinct uniforms are:

1. Immigration Inspector;
2. Border Patrol Agent;
3. Immigration Information Officer.

Because of the nature of the Service's operations, some officers may perform other than their primary duties. Officers performing secondary duties are also expected to be properly uniformed. For example, INS Deportation Officers working as Immigration Inspectors are expected to be fully and properly uniformed as Inspectors. Individual officer data to be provided to the contractor by the Service will identify both the uniforms authorized for purchase with uniform allowance funds from the account established to support this contract and the amount of each officer's allowance.

INS officers are stationed throughout the United States (both continental and offshore locations) and in several foreign countries. The contractor will ship officers' orders directly to their office addresses, as specified on each order, except that domestic (U.S.) addresses will be provided for officers stationed in foreign countries. Organizationally, the INS Headquarters is located in Washington, D.C. There are four (4) Regional Offices throughout the country, which administratively support several Immigration District and Border Patrol Sector Offices which have subordinate offices and stations. Individual officers will be identified as associated with one of the four Regional Offices or with the Headquarters. Periodically, the contractor is required to prepare and distribute reports as indicated elsewhere in this solicitation and resulting contract (see report matrix in F-8).

C.2. GENERAL REQUIREMENTS

C.2.1. The Contractor shall be responsible for the measurement, manufacture, warehousing and distribution of all uniform items listed in Section B herein.

C.2.2. The Contractor shall be responsible for properly accounting for uniform allowance funds credited to individual Service officers and for preparing and providing to the Service regular required financial and uniform purchase status reports. To properly satisfy these requirements, the Contractor shall accomplish the following:

MEASUREMENT AND MANUFACTURING.

(1) Ensure that new Border Patrol Agents reporting to the Federal Law Enforcement Training Center (FLETC) at Glynco, GA are measured and provided rough duty uniform items within seventy-two hours of their arrival. A second measurement and ordering session must be conducted approximately five (5) weeks prior to graduation to ensure proper dress uniform availability and fit. Additional information concerning this process is provided as follows:

a. The average class size of Border Patrol trainees at FLETC is fifty (50). Only under special circumstances (ie: emergency hiring initiatives) should this number increase. The average number of Border Patrol training classes is twelve (12) per fiscal year and the average length of a training class is eighteen weeks.

b. The basic uniform order for new Border Patrol Agent at FLETC will include the following items:

- Three (3) rough duty shirts
- Three (3) pair rough duty trousers
- One (1) rough duty jacket
- One (1) Border Patrol ball cap
- One (1) trouser belt
- One (1) rough duty holster
- One (1) pair rough duty boots
- One (1) river belt
- One (1) handcuff case
- One (1) raincoat (optional)
- Four (4) belt keepers

The second order for graduation will include the following items:

- One (1) campaign hat
- One (1) dress shirt
- One (1) pair, dress trousers
- One (1) dress belt (Sam or Sadie Browne)
- One (1) tie (winter uniform only)
- One (1) tie tack (winter uniform only)
- One (1) hat band

c. The Government will provide the contractor with a list of the training classes scheduled for the fiscal ^{year} prior to the beginning of that fiscal year. Updates and changes to this schedule will be provided to the contractor as the information becomes available.

d. For measuring and ordering purposes of new Border Patrol trainees, a classroom will be made available to the contractor in the registration area at FLETC.

e. Under emergency circumstances, two other locations, Artesia, New Mexico and Ft. McClellan, Alabama, may serve as alternate Border Patrol training sites in which the Contractor will have to measure new Border Patrol Agents. There is no plan to use these alternate training sites in the future.

f. The seventy-two hour period in which a contractor must provide rough duty uniform to the new Border Patrol recruits include Monday through Friday, exclusive of Federal Holidays.

- (2) Provide for a system of acquiring new and updated measurements from present and new INS officers, and maintaining those measurements on file for prompt access and use.
- (3) Provide for the manufacture or production of all uniform items and accessories listed in Section B herein.
- (4) Assure that all listed items are manufactured in accordance with the general and item-specific specifications contained in this solicitation and resulting contract.
- (5) Provide for the manufacture of any and all sizes of uniforms and, as appropriate, accessories, to include over and undersized items that may be termed "nonstandard" size items.
- (6) Establish and maintain an active and ongoing quality control inspection program for itself and all subcontractors involved in this procurement.

C.3. WAREHOUSING, INVENTORY AND EMPLOYEE ACCOUNTS

C.3.1. INVENTORY

Establish and maintain an inventory management program which will provide for the filling and shipment of all INS uniform items within ten (10) working days of receipt of those orders, except as otherwise provided below. The Contractor is expressly advised and reminded that the quantities shown in Section B are estimates only and actual quantities ordered may be significantly different.

C.3.2. ORDERING SYSTEM

Establish and maintain an ordering system for INS requirements to include:

(a) development, production and distribution of color illustrated photographic catalogs, supplements, and separate posters for each uniform program that illustrates proper wear of uniform items. The contractor shall consult with the COTR and Uniform Program Officials (UPO's) for technical assistance and recommendations on the presentation of items for the catalog, posters and supplements. All publications are subject to approval by the Contracting Officer. The Government reserves the right to request reproduc-

tion of the catalog at least once during the life of the contract to include any changes to uniform items at no additional cost to the Government. See matrix in section F-8 for catalog, supplements, and poster distribution requirements.

(1) The following are minimum requirements for the catalog showing all items currently available for purchase under the uniform allowance system separated by Program and with a separate section for generic, or common items. The catalog must include information necessary for description of the items so that an informed purchase can be made by the employee. This includes, but is not limited to, the following:

- a. A description of each item stating available sizes, colors, fabrics, and other key information regarding the item style;
- b. The item lot number, name and a designation that identifies the item as a required or optional uniform item;
- c. Any other information necessary to assist the employee in ordering an item that is satisfactory for use without exchange;
- d. Other information and procedures to accomplish measuring for correct sizing; guidelines for converting the measurements to the item size; completing order forms and exchange forms; receipt and acknowledgement of orders; handling of defective items; and a section outlining common cleaning and care instructions for spots or stains on different fabrics, washing instructions, use of chemicals in the cleaning, care, and maintenance of items.

(b) Other catalog minimum requirements include the following:

1. Paper for cover and text: 80lb LOE Cover; 80lb LOE Text.
2. Composition, design and copy writing;
3. Color separation: 150 lines screen or finer;
4. Composite film, RIGHT READING EMULSION - DOWN.
5. One set composite matchprints (approval by INS at this step).
6. One set composite folded dyluxes.

(c) preparation and distribution of employee ordering instructions, to include instructions for ordering nonstandard sizes or sizes beyond catalog ranges.

(d) development and production of annual ordering forms, with complete information concerning sizes, program and prices and with initial distribution to each organization code at the start of the period of performance and each year thereafter, and subsequent distribution as requested. Items to be included on each program's employee order form shall be product listed in that program's Section B with the exception of agency restricted items.

(e) measuring procedures, to include ready access to individual employee sizes maintained on file by the Contractor and provision for changes to sizes during the term of the contract;

(f) procedures for notifying employees of backorders and errors;

(g) procedures for processing returns, exchanges, or in those instances when employees have made separate payment to the Contractor rather than utilize an established uniform allowance credit and refunds;

(h) procedures for processing return of any item due to Contractor's mistake or error, at the Contractor's expense; All postage costs for the return of any item(s), regardless of reason, will be borne by the Government. All postage costs associated to the delivery of any item(s) under this contract will be borne by the Contractor.

(i) procedures to distinguish between items which an employee may properly use his/her established uniform allowance credit to pay for and those items which an employee must pay for separately and directly;

(j) procedures to permit the use of personal checks or credit cards, which will not be charged until item is shipped) for orders in amounts greater than the authorized allowance;

(k) procedures for establishing, processing and monitoring individual accounts to assure that allowance limitations are not exceeded;

(l) procedures to ensure that employees can order only from those programs for which they are authorized.

(m) establish and maintain a system for processing individual orders to include returns, exchanges, refunds (as applicable and appropriate), credits, back-orders, and special handling requirements such as hemming or other alterations. The Contractor shall process requests for exchanges and refunds within ten (10) working days of receipt of those requests or send a back-order notice within that 10 day period giving an expected shipment date.

(n) complete orders for nonstandard sizes within thirty (30) calendar days or, within 10 working days of receipt of orders, notify affected employees of potential problems and provide reasonable expected shipment dates.

C.3.3. DISTRIBUTION

a. Establish and maintain distribution and warehousing internal and quality control systems that will ensure separation of INS uniform stock from other stock, and the clean, orderly and secure storage of all INS uniform stock. Provide an illustration of the warehouse facility to include a narrative of the physical layout of inventory, and fire & theft prevention measures.

b. Establish and maintain a distribution process for packaging and shipping individual employee uniform orders throughout the continental United States; Alaska, Hawaii, Puerto Rico and other U.S. possessions and territories; and to foreign locations. APO addresses will be provided for items to be shipped to foreign locations.

c. Develop and maintain a quality control system for distribution warehousing operations.

C.3.4. EMPLOYEE ACCOUNTS

The Contractor shall establish and maintain a system of individual employee and Government accounts as follows:

a. The system shall provide for establishing and updating account information based on uniform orders, revised allowances, and other data provided by either the employee or the Government;

b. The system must provide for the recomputation of employee allowances for each new fiscal year;

c. The system shall segregate the authorized Government allowance for each employee (uniform allowances vary) and employee's personal funds used for orders that exceed the authorized allowance;

d. Establish and maintain accountability records for items shipped and items returned which will support the billing process;

e. Develop and maintain an electronic facsimile transfer capability compatible with all current telefax technology. Facsimile capabilities shall be available 24 hours a day to receive orders and inquiries.

C.4. REPORTS REQUIRED

C.4.1. Establish and maintain a reporting system for INS that provides, at a minimum, the following reports (see Section F, paragraph F-9 for matrix of distribution requirements):

(a) Employee Uniform Allowance Status Report. This quarterly report shall contain data for each uniformed officer, current as of the date of report preparation, to include:

- (1) name of officer;
- (2) social security number;
- (3) initial fiscal year allowance amount;
- (4) remaining allowance;
- (5) year-to-date amount of sales credited to allowance;

- (6) year-to-date amount of sales to the employee over the allowance;
- (7) allowance categories, if restricted;
- (8) outstanding backorders;
- (9) account status, active or terminated;
- (10) assignment or office affiliation (i.e., Sector or District Office and cognizant Regional Office or Headquarters).

(b) Separate sections of this report will be prepared for each uniformed component (e.g., Border Patrol, Inspections, etc.). Each separate section will show aggregate subtotals for items (3), (4), (5) and (6). A separate sheet will show aggregate total amounts, for all uniformed programs, for the same four items.

(c) Allowance Status Report. Each Contractor response to an employee's order (e.g., whether an order is filled, back-ordered, or an employee's order exceeds the remaining allowance) shall provide the individual's remaining credited uniform allowance as of the date of the Contractor's response.

(d) Inventory Theft Report. The Contractor shall prepare a theft report within one week of discovery of theft of inventory items. This report shall detail the missing items, circumstances of the theft and actions taken by the Contractor. The Government may further use and distribute this report, without restriction or the Contractor's permission, as it unilaterally determines may be necessary or appropriate.

(e) Sales/Inventory Status Report. The Contractor shall provide two copies of this report, by program, consisting of the following:

- 1. inventory on hand;
- 2. item description;
- 3. lot number;
- 4. quantity of uniform items sold in the last six months;
- 5. totals for the current period as well as cumulative totals for the contract term.

(f) Back-order Status Report. The Contractor shall provide two (2) copies of this report, by program, on a quarterly basis to include the following information:

- 1. employee name;
- 2. location;

3. item name;
4. item lot number;
5. expected shipment date;
6. actual shipment date.

(g) Once the order is filled and the actual shipment date has appeared on the quarterly report, the entry for that order shall be omitted from subsequent reports.

C.5. SPECIFIC REQUIREMENTS

In addition to or in furtherance of the general requirements listed above:

C.5.1. INVENTORY

a. The Contractor shall be responsible for maintaining proper inventory levels for all uniform items based on seasonal fluctuations and backorder reports. These inventory level reports shall be made available to the COTR on request.

b. The Contractor shall purchase and maintain all insignia (emblems) needed to meet the requirements for garment inventory and as separate items identified in section B. The Contractor shall further ensure that the quality of embroidered insignia remains at a consistently high and acceptable level in accordance with the specifications.

C.5.2. NEW/OBSOLETE PRODUCT

a. INS reserves the right to make changes in the specifications to include adding or deleting garments or other types of uniform items. The Government is not obligated to buy discontinued inventory, however, the Government and the Contractor will discuss and agree upon the disposition of these items. The Government may give the Contractor authorization to sell the items commercially to recover the cost of the item.

b. The Contractor shall provide a system to notify INS employees as new items are added to or deleted from the program. This notification shall take the form of catalog supplements or updates, and include ordering information and shall be issued when available. The Contractor shall provide written notification to the COTR and UPO's when new items are in stock and available for shipment.

C.5.3. FIRST ARTICLE TEST/INSPECTION

a. After contract award and First Article approval, the Contractor shall notify the COTR of any subsequent desired or recommended changes in materials or manufacturers. Prior to the use of a new material or material source (including trim, zippers, etc.) the Contractor shall furnish a sample of the material with supporting data and revised specifications to the COTR for inspection and approval.

b. First article testing will be performed in accordance with FAR 2.209-3. Three (3) sets of first article items are required. One set will be used for testing which may render the garments unusable, one set will be retained by the Government and the final set will be returned to the contractor for retention in accordance with Section I-9 Approved First Article - Manufacturing Standard.

c. Within thirty (30) calendar days after first article approval, the contractor shall provide accurately and professionally labeled swatch books containing the materials, trim, buttons, insignia, etc. that are used in the construction of this contract's uniform garments. Within thirty (30) calendar days after approval of changes to garments or other uniform items, the contractor shall provide any revised uniform items and swatch book materials to the COTR.

d. It is the Contractor's responsibility to conduct the tests necessary to ensure that First Article items are manufactured in accordance with the specifications and provide such proof to the Government by submission of the First Article test results.

C.5.4 INS EMPLOYEE INFORMATION

a. The Contractor shall develop and maintain individual employee files to include allowance levels and order transactions (i.e.: what and when ordered and how much paid or debited against the established allowance). This information must be available upon request to INS, either for specific employees or in aggregate form, and must be provided to the COTR or other officials as authorized by the Contracting Officer.

b. The Contractor shall have adequate personnel available during normal business hours, who will respond promptly, accurately and courteously to telephonic, written or telefaxed inquiries from INS employees. The contractor shall also provide a toll-free number for inquiries which shall be printed on the order forms. Uniform employees are not authorized to place telephone orders for uniform items.

c. The Contractor shall, in accordance with all applicable state and Federal requirements, ensure the privacy of INS employees. The Contractor shall not sell or otherwise provide INS employee data, such as mailing lists or in any other form, to any party.

d. The approximate numbers of uniform employees in the four uniform components are provided as follows:

1. Border Patrol- 4,066 Males
 137 Females
 4,203 Total
2. Inspections- 2,689 Males
 958 Females
 3,647 Total

3. Detention-	902 Males
	122 Females
	1,024 Total
4. Information-	153 Males
	341 Females
	494 Total

e. Currently, there are no uniform employees who serve in multiple uniform programs.

C.5.5. NON-UNIFORM ITEMS

a. Should the Contractor wish to market or sell non-uniform items, with or without the INS seal or any other type of official representation, to INS employees it must ensure that:

(1) it has advance written approval from the Contracting Officer for each item to be made available in this fashion;

(2) its record and accountability system can distinguish between this type of item and the approved uniform items contained in this contract (and any subsequent modification hereto);

(3) its record and accountability systems will ensure that authorized uniform allowances are not used to purchase non-uniform items;

(4) all non-uniform items offered by the Contractor are contained in a discrete and clearly marked section of the Contractor's catalog;

(5) each non-uniform item offered for sale shall be of an acceptably high level of quality;

b. The non-uniform section of the catalog shall contain frequent and prominent wording that purchase of this type of item is considered to be a personal expense of the employee for which payment of private funds, rather than use of Government provided uniform allowance or credit, is required. Other than for the requirements shown above, the Government makes no guarantee nor assumes any liability for the sale or failure to sell any approved non-uniform items. The "requirements" nature of this contract does not extend to any approved non-uniform items.

C.6. ACCOUNTABILITY AND THE FINANCE, ALLOWANCE AND PAYMENT SYSTEM

C.6.1. INS employees working in uniform are entitled to various levels or amounts of uniform allowances. In addition to differences that may exist between uniformed personnel (e.g., between Border Patrol Agents and Detention Enforcement Officers), it is possible that employees working within a single given branch may be entitled to varying uniform allowance amounts. This is especially true if an employee does not principally function as a uniformed officer but may perform overtime duty in a uniformed capacity (i.e., a Deportation Officer working as an Immigration Inspector).

C.6.2. Payments for authorized purchases by individuals officers against their credited allowances will be made through the Office of Finance, Headquarters, INS. Payments for goods ordered by INS Contracting Officers issuing delivery orders against this contract for identified items will be made by the ordering office upon receipt of invoices corresponding to the issued delivery orders and after receipt of acceptable goods have been confirmed by appropriate Service employees.

C.6.3. As elsewhere indicated in this contract, the Contractor will ensure that its billings are supported by receipts, maintained on file by the Contractor, which have been signed by INS officers acknowledging receipt and acceptance of ordered items. The Government may, at its discretion, have access to any and all relevant records to permit audit of individual officer accounts maintained by the Contractor.

C.6.4. Each quarter, a delivery order will be issued to cover the uniform allowances for each uniform component. Separate delivery orders will be issued for those items requested by the Contracting Officer. The contractor should indicate the applicable delivery order number on their invoice. INS has only one invoice system for payment of goods and services. All invoices shall be submitted in hard copy form.

C.7. SPECIFIC UNIFORM ITEMS

C.7.1. Listing and Descriptions. The uniform items required by this solicitation and resulting contract are listed in both Section B and Section J. Complete descriptions of and specifications for the uniform items are contained in Section J, Attachments I through V.

C.7.2. Specifications. Consistent with applicable Federal and Justice Acquisition Regulations (FAR and JAR), INS has determined that use of "brand name or equal" specifications for certain uniform items is appropriate. Salient characteristics for each item so identified or described are shown in the specific item descriptions contained in Section J, Attachments I through V.

C.8. MISCELLANEOUS

C.8.1. The Contractor shall identify, by name and contact data, its project manager or principal management point of contact and an alternate, for the INS contract, and shall provide immediate notice to the COTR of any changes in these designations.

C.8.2. Occasional travel may be necessary for the Contractor to work with Headquarter's Program Managers, Contract Branch and Finance Branch and other field level INS staff. The Contractor shall be available to participate in planning for and making changes to various INS support procedures and systems at least twice per quarter at the Headquarters in Washington D.C.

C.8.3. The Contractor shall be available to serve as a consultant to INS, without additional cost, on industry state-of-the-art fabrics, uniform components, manufacturing advances, and improvements in inventory, storage and distribution methods. As part of this task, the Contractor shall develop and evaluate specifications for new items and existing items and provide a sample or model garment to the COTR.

C.8.4. Garments without gender-specific specifications may be inventoried in male-sizes and cuts only. However, it remains the responsibility of the Contractor to be able to properly respond to individual officer requirements for standard or "line item" garments.

C.8.5. (a) The Contractor shall send, to all official INS addresses, a sufficient quantity of catalogs and updates so that each uniformed officer at that location shall have their own copy. A quantity of one hundred (100) catalogs and updates shall be sent to the COTR.

(b) The Contractor shall provide to each official INS address, sufficient quantities for each employee to receive at least two (2) order forms with initial distribution at the beginning of the performance period. Subsequent distribution shall occur by July 1, 1994 and on or before that date each year thereafter. An order form shall be included with each order and as requested by employees. A quantity of twenty-five (25) of each order form shall be sent to the COTR.

C.8.6. INS emblems and all forms of insignia are controlled by Federal Statute restricting their use to official INS use only. The contractor must therefore provide for proper security for all emblems and insignia required under this contract.

SECTION D: PACKAGING AND MARKING

D-1. PACKAGING

Materials shall be packaged in accordance with the Contractor's standard commercial practice, with regard to and in conformance with all applicable common carrier requirements, to ensure adequate protection during shipment and safe delivery at destination. A blank order form shall be included with each shipment.

D-2. PACKING SLIPS

(a) Packing slips shall be included with each shipment and contain the following information:

- (1) employee's name and shipping address;
- (2) order number;
- (3) item code, description, quantity ordered, quantity shipped, unit price, extended price for each separate type of item shipped, and total order price;
- (4) remaining allowance amount;
- (5) acknowledged receipt of any payment by the employee for the subject order (i.e., any form of payment other than use of the uniform allowance credit);
- (6) any order discrepancy data;
- (7) a toll-free telephone number and other contact data an employee may use to ask questions about or discuss the received order;
- (8) a cautionary statement to the employee to inspect the received goods for defects;
- (9) direction to the employee on actions to take in the event of receipt of blemished or otherwise unacceptable goods.

(b) Either as part of the packing slip or as a separate item, a receipt for the delivered package, to be signed by the recipient and returned to the Contractor, shall be included with each package or shipment.

(c) Copies of all packing slips and signed receipts shall be retained by the Contractor for the term of the contract and any subsequent period mandated by Federal record retention requirements and shall be available to INS and other authorized Government personnel for examination as necessary.

(d) Either included on the packing slip or as a separate notice, the Contractor shall include with each delivered order, a statement of warranty of or for the delivered goods.

D-3. MARKING

Marking of packages shall be in accordance with the Contractor's standard commercial practices.

SECTION E - INSPECTION AND ACCEPTANCE

E-1. 52.252-2 Clauses Incorporated by Reference. (JUN 1988)

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.

52.246-2	Inspection of Supplies - Fixed Price	JUL 1985
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility for Supplies	APR 1984

E-2. JAR 2852.232-79 INSPECTION AND ACCEPTANCE. (OCT 1988)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at the destination delivery points prescribed elsewhere in this contract, in accordance with the Inspection clause and any other provisions specified in this contract.

Acceptance will be accomplished by each employee to whom an order has been sent in cases by which employees are ordering against established uniform allowances.

The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the contract specifications. Supplies or services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the contractor by the Contracting Officer.

(b) The Government will use its best efforts to inspect and accept/reject the supplies or services provided within 30 days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.

E-3. ACCEPTANCE AT DESTINATION

Government acceptance will occur at the destination delivery points prescribed elsewhere in this contract. Acceptance will be accomplished by each employee to whom an order has been sent, in the case of employees ordering against established uniform allowances. For items ordered by the Contracting Officer, acceptance will be accomplished by appropriate receiving or property staff at the location(s) to which an order (or orders) is (are) sent.

1. All of the changes in amendments 1, 2 and 3 have been incorporated into this contract document.

2. The following changes are hereby included:

a. Section B- All references to duty holster #1 (CLIN's BP089 and DD034 and specification No. GN-09) are deleted from Section B of the contract and Attachment V of the specifications.

b. Section C- The following information is added:

C.8.7. The system of records as covered by the Privacy Act, FAR clause 52.224-2, are all employee identification records, including software, hardware and any and all other relevant materials and activities as defined by the Government, that include names, social security numbers or both in addition to personal account numbers.

b. Section E- Delete the following clause:

52.246-4 Inspection of Services - Fixed Price FEB 1992

c. Section F- Paragraphs F-3 and F-6 are hereby superseded with the following:

F-3. 52.216-18 ORDERING. (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year after date of contract award (see paragraph F-6 for performance periods.)

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

F-6. PERFORMANCE PERIOD

The performance period of this contract commences the date the contract is awarded and ends one year after date of contract award.

The first option, if exercised, will commence at the end of the base period. Subsequent options, if exercised, will commence at the end of each proceeding option period. Each option period shall be one year. If the Government elects to exercise all options under the contract, the total performance period shall not exceed sixty (60) months.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1. JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The COTR is responsible for: providing direction to the contractor which clarifies the contract effort, filling in details or otherwise serves to accomplish the contractual Scope of Work; and evaluating performance. Personnel at each ordering office are responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.

The COTR does not have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

G-2. CONTRACTING OFFICER

Only the Contracting Officer can make any changes to the terms, conditions, specifications, clauses, provisions or other stipulation of this contract. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer, or the Contracting Officer's Technical Representative acting within the limits of his/her authority. No changes to this contract shall be made or are to be accepted by the Contractor other than by written modifications issued and signed by the Contracting Officer.

The Contracting Officer cognizant of this contract shall be:

Joseph M. Garforth, Jr.
Contracting Officer
Immigration & Naturalization Service
Contracting & Procurement Branch
425 I Street, N.W., Room 2102
Washington, D.C. 20536
(202) 514-3630

The Contract Specialist shall be:

Michelle L. Wall
Contract Specialist
Immigration & Naturalization Service
Contracting & Procurement Branch
425 I Street, N.W., Room 2102
Washington, D.C. 20536
(202) 514-3258

1-3. GOVERNMENT-FURNISHED DATA AND PROPERTY

a. The INS will provide dies for the Service stars and shoulder ornaments as Government Furnished Property within 30 days after contract award. These dies will remain Government Property. The finish of the stars and shoulder ornaments to be supplied under this contract will be equal to the sample star and shoulder ornament provided by the COTR.

b. The following data shall be furnished by the Government to the Contractor within twenty (20) business days after award of the contract:

(i) a listing of names of INS employees authorized to place individual orders for uniform items against the contract;

(ii) the Social Security Numbers or other unique identification numbers of these employees;

(iii) the uniform allowance amounts to which each of these employees is entitled; and,

(iv) either a list of uniform items approved for purchase by each employee or a list of restricted items for each employee.

c. If the Government-furnished data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer may equitably adjust affected portions of this contract in accordance with the Changes Clause when:

(i) the Contractor submits a timely written request for an equitable adjustment;

(ii) the facts warrant an equitable adjustment.

d. Title to all Government-furnished data remains with the Government. The Contractor shall use Government-furnished data only in connection with performance of this contract and for no other purpose.

e. The Government will provide revised data (changes, additions, deletions, etc.), as identified in Paragraph "a" above, as changes occur. The Contractor is required to have its INS employee data base updated within ten (10) business days of the date of receipt of the data from INS. Annual recomputation data will be provided to the contractor for manual updating (hard copy form) in September for the allowances effective on October 1. Periodic updates may occur and will be provided for manual updating as the data becomes available.

f. The Government will make available to the Contractor for review, a Sales Report by uniform item and size for Fiscal Years 91 & 92. Arrangements shall be made with the Contracting Officer to review this document at 425 I St. N.W., Washington D.C., Room 2102. The Contractor may make copies of this document. The Government reserves the right to charge the Contractor a fee for the duplication of this document.

F-4. SUBCONTRACTING REPORTS

In accordance with instructions on Standard Forms 294 and 295 and with the provisions of FAR clause 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan, as indicated in Section I, the Contractor shall submit the required plan and reports for Small Business Concerns and Small Disadvantaged Business Concerns.

F-5. PAYMENT

Upon receipt and acceptance of the items ordered by uniform employees or the Contracting Officer, payment will be made to the Contractor at the prices stipulated in the contract.

The Contractor shall bill the Government (INS) no more frequently than twice a month for all items shipped during the previous month as long as those items do not exceed the individual employee's uniform allowance. When an employee's order exceeds that employee's uniform allowance for the year, payment will be made directly from the employee to the Contractor.

G-6. SUBMISSION OF INVOICES

Three original invoices shall be submitted to:

Immigration and Naturalization Service
Collections and Payment Branch
425 I Street, N.W., Room 6256
Washington, DC 20536

One copy each of all invoices will be submitted to the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

-1. EMPLOYMENT OF ILLEGAL ALIENS

subject to existing laws, regulations, Executive Orders, and other provisions of this contract, aliens unauthorized to be employed in the United States shall not be employed by the contractor, or its subcontractors, to work for, under, or with this contract. The contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

H-2. MODIFICATION AUTHORITY

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer. Once the prices have been established they shall remain fixed throughout the life of the contract, including all option periods, and shall not be modified except by written modification to the contract. The Contracting Officer may require substantiation or verification of the data submitted to the extent considered necessary by the Government to permit reliance upon it as a reasonable "base line."

H-3. INCORPORATION OF SECTION K BY REFERENCE

This contract incorporates Section K Representations, Certifications and Other Statements of Offerors or Quoters by reference with the same force and effect as if they were included in full text.

H-4. PRICE REDUCTION

If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any article of service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purposes of this provision, a "General Price Reduction" shall mean any reduction to price of an article or service offered (1) to the Contractor's customer's generally, or (2) in the Contractor's price schedule for the class of customer, i.e., wholesalers, jobbers retailers, etc. which is used as the basis for bidding on this contract. An occasional sale at the lower price, or sale of distressed merchandise at a lower price, would not be considered a "General Price Reduction" under this provision. The Contractor shall invoice at such reduced prices, indicating on the invoice that such reduction is pursuant to the price "Price Reduction" article of this contract. The Contractor, in addition, shall within 10 days of any general price reduction notify the Contracting Officer of such reduction in writing.

H-5. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising

out of occupancy, use, service, operations or performance of work under the terms of contract, resulting in whole or in part from the negligent acts or omission of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

I-6. ECONOMIC PRICE ADJUSTMENTS

a. Policy and Method. Increases and decreases in prices in this contract shall be developed, established or limited as follows:

- (1) The Producer Price Index (PPI) will be used as the economic price adjustment (EPA) factor or basis. The PPI measures average changes in prices received by domestic producers.
- (2) Adjustments in the base prices of non-leather items provided by this contract shall be determined by increases or decreases in the PPI for the Net Output of Apparel and other finished products made from fabrics and similar materials, Industry code 23, as published by the U. S. Bureau of Labor Statistics. Adjustments in the prices of leather goods will be based on the PPI for the Net Output for Leather Tanning, Industry Code 31, as published by the U. S. Bureau of Labor Statistics. Adjustments in the prices for leather and non-leather goods will be based on the PPI published in June.
- (3) The effective dates of application of price adjustments shall be the dates of contract award renewals, beginning with the first renewal of the contract (Oct. 1, 1994), if renewal option is exercised by the Government. Initial contract prices will be effective from the date of contract award through 365 calendar days thereafter, provided that the prices will remain effective for the Federal Fiscal Year quarter in which that date falls. Subsequent annual adjustments will reflect the percentage change - from the applicable issue of the previous year to the applicable issue of the current year.
- (4) Adjustments will be made by dividing the current PPI June issue, immediately prior to the date of renewal of the contract, by the PPI issue twelve (12) months previous. The resulting factor, rounded to two (2) decimal places, will be multiplied by the current unit prices to establish new unit prices which will be effective for each option period beginning Oct. 1.
- (5) If the PPI is discontinued, the contracting parties shall agree upon a substitute. If the U.S. Bureau of Labor Statistics designates an index with a new title and/or code number as being continuous with the PPI, 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.
- (6) In no case, however, will the annual adjustments (up or down) under this clause exceed ten percent (10%) in any given year.

Example: Let: "P (1993)" represent any base unit price for Federal Fiscal Year (FFY) 1994; and "PPI (1993)" represent the June 1993 PPI issue. The base unit price for FFY 1994 (first contract renewal as of Oct. 1) is:

$$P (1994) = P (1993) \times PPI 1994/PPI 1993.$$

For subsequent years, it is:

$$P_{y+1} = P_y \times PPI_y + 1/PPI_y; \text{ where "y" = 1995, 1996, etc:}$$

H-7. AGENCY ORDERS

1. Immigration and Naturalization Service Headquarters Contracting Officers may place delivery orders, at established prices and within the terms and conditions of this contract, against this contract. Any such orders shall not be charged against individual employee uniform allowance accounts.

2. The Immigration and Naturalization Service office authorized to place delivery orders against this contract, as described above, is:

Immigration and Naturalization Service
Contracting and Procurement
425 I Street, N.W., Room 2102
Washington, D.C. 20536

H-8. MATERIAL HANDLING

The production and distribution of uniform items under this contract requires the Contractor to exercise the greatest possible care in handling. The Contractor shall take affirmative and definite steps (i.e., development of and adherence to an "accountability" program) to prevent unauthorized persons from receiving uniform items. The Government may, on its initiative, review the Contractor's established "accountability" program and may suggest or require changes as necessary to institute the proper safeguards. The Contractor shall be fully responsible for the replacement of all Government owned supplies, purchased by or furnished to the Contractor, which have been destroyed or spoiled due to Contractor mishandling.

H-9. NEW DESIGN FEATURES

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

(a) any improvement in the present designs of the articles called for by this contract; or

(b) any improved methods of accomplishing the objectives of this contract.

2. The Contractor, unless otherwise required to report or disclose any such improvement, for or in design or method, to the Contracting Officer under any other applicable or pertinent clause of the contract, shall promptly provide

written notice of any such improvement to the Contracting Officer. Such notice shall include a general description sufficient to show the contractor's best appraisal as to the prospective effect or influence any such improvement would have on the work required by this contract were such improvement to be incorporated into this contract.

H-10. NOTICE OF DELAYS

In the event the Contractor encounters difficulties in meeting performance requirements under this contract (to include compliance with delivery schedules and dates), 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 provide written notification, with complete pertinent information, to the Contracting Officer and the designated COTR. This notification, however, shall not be construed as a waiver by the Government of any delivery schedule, date or of any rights or remedies otherwise provided by law, regulation or contained elsewhere in this contract.

H-11. PRIVACY AND SECURITY

a. The Contractor is advised that the establishment, maintenance and operation of records systems used to perform this Contract, at the prime and all appropriate subcontractual levels, is subject to the provisions of the Privacy Act of 1974, violation of which may result in criminal and/or civil penalties. [See FAR Clauses 52.224-1 and 52.224-2, incorporated herein by reference in Section I of this Solicitation and resulting Contract.]

b. To assure the security of the records systems used by the Contractor and all subcontractors for performance of this Contract, properly identified Immigration and Naturalization Service, Department of Justice and other Government agency officials shall be permitted full and complete access to Contractor and subcontractor records systems operations (to include software, documentation, hardware and any and all other relevant materials and activities as defined and identified by the Government), provided that such access disrupts Contractor and subcontractor operations as little as possible in given circumstances.

c. The Contractor, subcontractor(s) and their employees are prohibited from using or giving information acquired through their official positions, prior to its release to the public, to advance the interests of themselves, their families, associates, friends or any other persons or enterprises.

d. The Contractor and any and all subcontractors shall take affirmative and documented steps to assure that privacy and security considerations identified above are addressed, and shall require that clauses substantially the same as this (H-11) are incorporated into any and all subcontracts or other forms of agreement to ensure appropriate and necessary "flowdown" of these requirements.

H-12. UNAUTHORIZED MANUFACTURE, SALE OR POSSESSION OF IMMIGRATION AND NATURALIZATION SERVICE BADGES, INSIGNIA OR OTHER ITEMS OF IDENTIFICATION

The Contractor is herewith notified that the manufacture, sale and possession of any and all INS badges, badge patches, insignia and other items of

identification, other than as specifically authorized by the terms of this contract, is a violation of Section 701, Title 18 of the United States Code and subject to criminal sanctions. The Contractor shall retain no finished items or parts thereof after performance of this contract. All defective materials or items shall be destroyed. All finished items required by this contract shall be delivered to INS in accordance with the terms of this contract. The Contractor shall ensure that this notice is included in any and all subcontracts or other forms of agreement.

H-13. BUY-OUT PROVISION IN ANY SUBSEQUENT SOLICITATION FOR UNIFORM COMPONENTS

THIS CLAUSE APPLIES TO ANY FOLLOW-ON CONTRACT ONLY AND IS NOT TO BE CONFUSED WITH THE PROVISION AT H-17.

The Government will include in any subsequent solicitation for uniform components of goods a requirement that the successor Contractor shall acquire from the predecessor (or incumbent) Contractor any existing inventory at mutually agreed upon prices, provided that the subsequent solicitation is for uniform items supplied under the predecessor contract and provided that the uniform items remain acceptable to the Government; that the requirement applies only to those items within any subsequent solicitation for which the Government itself has a continuing need; and, that the Government itself assumes no other form, type, or degree of liability than the incorporation of this requirement in the subsequent solicitation.

H-14. POST-AWARD CONFERENCE

A post award conference with the successful offeror is required. It will be scheduled and held within 2 weeks after the date of contract award.

H-15. POINT OF CONTACT

Prospective offerors are cautioned against contacting technical personnel of INS in regard to this RFP prior to award of this solicitation. The circumstance of such a contact, when verified may result in non-consideration of the proposal. Accordingly, all communications shall be directed to the Contract Specialist, Michelle Wall, on (202) 514-3258.

H-16. UNIFORM ALLOWANCES

Listed below are the uniform allowances for each program:

- | | |
|--------------------------------------|---------------------------|
| a. Border Patrol Agents: | \$480.00 per fiscal year |
| b. Detention Enforcement Officers: | \$400.00 per fiscal year |
| c. Immigration Inspectors: | \$400.00 per fiscal year* |
| d. Immigration Information Officers: | \$400.00 per fiscal year |

*Note: Part-time personnel may receive proportional or prorated amounts.

-17. BUY-OUT OF INVENTORY UNDER INCUMBENT'S CONTRACT

HIS CLAUSE APPLIES TO THE AWARD OF THIS CONTRACT ONLY AND IS NOT TO BE CONFUSED WITH THE CLAUSE H-13.

. By submission of a proposal, the Contractor agrees to buy-out the remaining inventory under the present contract from the incumbent (R & R uniforms Inc.) at mutually agreed upon prices. The estimated projected inventory levels and the estimated value of the inventory under the present contract are contained in Section J, Attachment VI. These estimated projected inventory levels and the estimated inventory value are for informational and planning purposes only and **do not** represent actual inventory levels or the actual contract buy-out amount.

2. The ensuing Contractor and incumbent Contractor shall agree upon a buy-out price and collaborate in the transition of the inventory items from one Contractor to another timely so there is no or minimal disruption and inconvenience to the Government.

3. The ensuing Contractor is obligated to buy-out only those items listed in Section B of this solicitation. The Government itself assumes no liability in this transaction between the ensuing and incumbent Contractors in their buy-out arrangement.

H-18. AUTHORITY TO USE CONTRACT

A supplemental agreement may be issued at a later date to include the uniform requirements for the Federal Protective Service (FPS), a branch of the Public Building Services under the General Administrative Services. If a supplemental agreement is issued, the contractor agrees to provide uniforms to the FPS in accordance with the terms and conditions of the supplemental agreement.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

1. 52.252-2 Clauses Incorporated by Reference. (JUN 1988)

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.

52.202-1	Definitions	SEP 1991	
52.203-1	Officials Not to Benefit	APR 1984	<i>Deleted</i>
52.203-3	Gratuities	APR 1984	
52.203-5	Covenant Against Contingent Fees	APR 1984	
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1985	<i>July 1995</i>
52.203-7	Anti-Kickback Procedures	OCT 1988	<i>July 1995</i>
52.203-9	Requirement for Certificate of Procurement Integrity - Modification	NOV 1990	<i>Sept 1995 Full Text</i>
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	SEP 1990	
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment	NOV 1992	<i>Aug 1995</i>
52.210-5	New Material	APR 1984	<i>May 1995</i>
52.215-1	Examination of Records by Comptroller General	FEB 1993	<i>July 1995</i>
52.215-2	Audit - Negotiation	FEB 1993	<i>July 1995</i>
52.215-22	Price Reduction for Defective Cost or Pricing Data	JAN 1991	<i>Deleted</i>
52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications	DEC 1991	<i>Dec 1994</i>
52.215-24	Subcontractor Cost or Pricing Data	DEC 1991	<i>Deleted</i>
52.215-25	Subcontractor Cost or Pricing Data - Modifications	DEC 1991	<i>Dec 1994</i>

2.215-26	Integrity of Unit Prices	APR 1991
2.215-27	Termination of Defined Benefit Pension Plans	SEP 1989
2.215-33	Order of Precedence	JAN 1986
2.215-39	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)	JUL 1991 <i>JEB 1995</i>
52.219-40 2.219-8	<i>Notification of Ownership Changes</i> Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	<i>JEB 1995</i> FEB 1990
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan	JAN 1991 <i>JEB 1995</i>
52.219-13	Utilization of Women-Owned Small Businesses	AUG 1986
52.219-16	Liquidated Damages - Small Business Subcontracting Plan	AUG 1989
52.220-3	Utilization of Labor Surplus Area Concerns	APR 1984 <i>JUL 1995</i>
52.222-18	Notification of Employee Rights Concerning Payment of Union Dues or Fees	MAY 1992 <i>Delete</i>
52.222-20	Walsh-Healy Public Contracts Act	APR 1984
52.222-26	Equal Opportunity	APR 1984
52.222-28	Equal Opportunity Preaward	APR 1984
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
52.222-36	Affirmative Action for Handicapped Workers	APR 1984
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
52.223-2	Clean Air and Water	APR 1984
52.223-6	Drug-Free Workplace	JUL 1990
52.224-1	Privacy Act Notification	APR 1984

52.224-2	Privacy Act	APR 1984
52.225-9	Buy American Act - Trade Agreements Acts - Balance of Program Payments	JAN 1994
52.225-11	Restrictions on Certain Foreign Purchases	MAY 1992
52.227-1	Authorization and Consent	APR 1984 <i>JUL 1995</i>
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	APR 1984
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed in US Possessions or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	APR 1989
52.232-11	Extras	APR 1984
52.232-17	Interest	JAN 1991
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	SEP 1992 <i>MAR 1994</i>
52.232-28	Electronic Funds Transfer Payment Methods	APR 1989
52.233-1	Disputes	DEC 1991
52.233-3	Protest After Award	AUG 1989
52.242-13	Bankruptcy	APR 1991 <i>JUL 1995</i>
52.243-1	Changes - Fixed-Price	AUG 1987
52.244-1	Subcontracts (Fixed-Price Contracts)	APR 1991 <i>FEB 1995</i>
53.245-2	Government Property (Fixed-Price Contracts)	DEC 1989
52.246-17	Warranty of Supplies of a Noncomplex Nature	APR 1984

2.248-1	Value Engineering	MAR 1989
2.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 1984
2.249-8	Default (Fixed-Price Supply and Service)	APR 1984

I-2. 52.252-6 Authorized Deviations in Clauses. (APR 1984)

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

(b) The use in this solicitation or contract of any FAR (48 CFR [28]) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I-3. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990) - Deviation Authorized by Department of Justice Class Deviation 90-2

(a) Definitions

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

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

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority,

a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

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

- (a) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, U.S.C.
- (c) A special Government employee, as defined in section 202, title 18, U.S.C.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S.C., appendix 2.

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

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

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

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

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

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or

possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions

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

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

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

(i) Agency and legislative liaison by own employees

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

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

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

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

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

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

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

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

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

(ii) Professional and technical services

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

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

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

(B) For purposes of subdivision (b) (3) (ii) (A) of this clause, "professional and technical service" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal

document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed accountant) are not allowable under this clause unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another, are not allowable under this clause because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this clause since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

) Disclosure

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form 3500-108, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

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

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

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

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

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

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

(d) Agreement

The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties

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

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

(f) Cost allowability.

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

I-4. 52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval of the Department of Justice Procurement Executive and shall not be binding until so approved.

**I-5. 52.209-3 First Article Approval - Contractor Testing
(Alternate I) (APR 1984)**

(a) The contractor shall test one (1) unit of each uniform item as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within thirty (30) calendar days from the date that the test (s) occur to the Contracting Officer, Immigration & Naturalization Service, 425 I St., N.W., Room 2102, Washington D.C. 20536, marked "FIRST ARTICLE TEST REPORT: Contract No. (to be inserted), Lot/Item No. (to be inserted)." Within fifteen (15) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval, or disapproval shall to relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of additional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. 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 tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

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(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, 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.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Contractor shall produce both the first article and the production quantity at the same facility and shall submit certification to this effect with each first article.

**I-6. 52.217-9 Option to Extend the Term of the Contract
(MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within **sixty (60) days after expiration of the base period or option periods; provided,** that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) 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 provision.

(c) The total duration of this contract, including exercising of any options under this contract shall not exceed sixty (60) months.

I-7. 52.232-19 Availability of Funds for the Next Fiscal Year. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1994. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1994, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I-8. APPROVED FIRST ARTICLE - MANUFACTURING STANDARD

In accordance with FAR 9.303(d), the approved first articles will serve as manufacturing standards to which all production quantity will adhere. The Contractor will be responsible for the maintenance of the approved first articles in a clean, secure environment separate from stockage or inventory of production quantity. The Contractor will permit Government access to and use of approved first articles. Should the Government elect to temporarily remove or retain possession of any or all approved first articles, it assumes responsibility for those articles until their return to the Contractor.