

Solicitation 3D-14-A-0001
INDOOR PARCEL LOCKERS



INVITATION to Emptoris eSourcing

Dear Offeror:

The U S Postal Service is soliciting for FOB Destination proposals for the manufacture, repair and refurbishment of Indoor Parcel Lockers.

The Online eSourcing EMPTORIS platform, the RFP, will be used to assist in determining Best Value Determination. The best value determination process for this award will focus on an assessment of the supplier's pricing and technical scoring, including conceptual drawings.

You are hereby invited to participate in the following event:

Request for Proposal (RFP) –Indoor Parcel Locker - A

You must "accept" the invitation in order to see all attachments and documents.

Please ensure that you have read and have a full understanding of the USPS Specifications and all additional attachments/instructions to this event. All offers must be submitted into the eSourcing portal during the event open session and via hard copy, and DVD or CD no later than **November 22, 2013 1700 EST**. The US Postal Service has the right to refuse any and all offers. Suppliers who fail to participate in this Request for Proposal (RFP) event will be excluded from award consideration.

It is highly recommended that you log into the event early in case you experience technical difficulties.

Please forward any questions regarding the event to EmptorisSupport@us.ibm.com. The link for USPS eSourcing is [USPS eSourcing](#).

Sincerely,

Marilou Nevalga-Carandang

Marilou Nevalga-Carandang
Purchasing and Supply Management Specialist
Phone Number: (215) 863-5384
Fax Number: (651) 994-3403

Solicitation 3D-14-A-0001
INDOOR PARCEL LOCKERS

ALL PROSPECTIVE OFFERORS

Re: Solicitation No. [3D-14-A-0001](#) for Indoor Parcel Locker

Proposal Due on or Before [11/22/2013](#)

The U S Postal Service is issuing this solicitation to provide interested supplier(s) the opportunity to submit proposals to manufacture refurbish and repair Indoor Parcel Lockers. Please review the solicitation and if you have any questions, please contact the undersigned at marilou.carandang@usps.gov. **All inquiries must be submitted via email and no later than [11/12/2013](#).** Do not rely on information that you may obtain from anyone other than the contact persons.

If you are interested in providing the required products, please complete appropriate entries on Attachment 10 - PS Form 8203 (blocks 14, 16, 22, 27 a-c), applicable informational blocks on Pages 10, 16-18 of the solicitation package, and Attachments 1, 2, 7, 8, 9.

NOTE: Attachment 4, Proposal Submission Instructions, must be strictly followed.

If you are not interested in participating in the solicitation, please let us know by writing a short letter or marking this letter “not interested” and returning it to this office. Please list your name and address if you decide to return this letter marked “not interested.”

Prior to mailing attach the **Notice to Offerors** label in the lower left corner of the envelope.

Sincerely,

Marilou Nevalga-Carandang

Marilou Nevalga-Carandang
Purchasing and Supply Management Specialist
Fax Number: (651) 994-3403

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PART 1 - COVER SHEET AND SCHEDULE

1.1 Scope and Narrative

The purpose of this solicitation is to provide interested suppliers the opportunity to submit proposals for Indoor Parcel Lockers. By procuring additional Indoor Parcel Lockers in our postal lobbies, the US Postal Service aims to:

- Provide convenience to our customers who will be able to retrieve their packages at their will since many of our Post Offices offer 24 hours a day, 7 days per week accessibility.
- Provide a safe and secure depository of customers' parcels
- Reduce "wait in line" and lobby traffic
- Generate more revenue by enabling our Sales and Service Associates to focus on revenue generating transactions
- Provide a most effective way to deliver mail to a growing network

The US Postal Service intends, as a result of this solicitation, to award one contract to a successful supplier for the procurement of Indoor Parcel Lockers (IPL) using a best value determination. This solicitation, its attachments and appendices will become the contract document upon selection of the successful supplier. The coverage area shall be the 48 contiguous states, Alaska, Hawaii, Guam and Puerto Rico as well as any other United States territory. The offeror's proposal must be sufficiently detailed and complete to demonstrate an understanding of the offeror's approach to and ability to comply with the requirements of this solicitation including all attachments and appendices. Offeror must demonstrate such understanding and ability in a concise, logical manner and must not contain superfluous material that is not directly related to this acquisition. General statements "that the offeror can or will comply with the requirements," "standard procedures will be used," "well known techniques will be used," or to paraphrase the specifications in whole or in part **will not** constitute compliance with the requirements concerning the content of the technical proposals. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

All proposal documents shall be the property of the US Postal Service and retained by the US Postal Service, and therefore shall not be returned to the Offerors.

The offeror must also be able to produce a quality product while meeting the USPS specifications. The offeror shall provide management/supervision, labor, materials, technical expertise, and administration to effectively and efficiently meet the requirements in the **Attachment 6 – USPS-L-1095F, Specifications (Section 1.6 –Best Value Determination for exceptions)**.

1.2 Contract Type

The contract award for this RFP will be an "Indefinite Delivery-Indefinite Quantity" (IDIQ) type contract with firm-fixed pricing as stated in Provision 4-1 f and Clause B-3 Contract Type.

1.3 Statement of Objectives

The specifications and requirements of this solicitation are described in detail in **Attachment 6 – USPS –L-095F, Specifications** and are hereby made part of this solicitation and any resulting contract. **Section 1.6 –Best Value Determination** supersedes Sections 6.1.1, 6.1.1.2 and 6.1.3 of **Attachment 6 – USPS –L-095F, Specifications**.

1.4 Period of Performance

The Period of Performance will be **three (3) years with the possibility of one (1) two - year** renewal option. Renewal is at the discretion of the US Postal Service from the actual award date. Pricing will be reviewed and renegotiated at the time of each renewal. Initial Period of Performance will commence at the contract award effective date. Actual award date and award effective date may vary.

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1.5 Supplier Selection Strategy

One award will be made to the supplier whose technical and pricing proposal provides the best value to the US Postal Service. Best value will be determined through consensus of the evaluation team by comparing differences in value of the proposal specific evaluation factors with differences in cost to the US Postal Service.

The Purchase Team for this effort consists of a cross-functional team of purchasing professionals and business partners from Engineering, Retail Services, Delivery and Retail Operations and the Inspection Service. The team will be staffed with the expertise necessary to evaluate the procurement requirements and objectives.

1.6 Best Value Determination

The Purchase Team will utilize Emptoris eSourcing, an electronic solicitation process for posting Questionnaires, and Requests for Quotation (RFQ). An eSourcing RFP (Request for Proposal) combines an RFI (Request for Information) and RFQ and will be used to gather information from suppliers to help initially qualify prospective suppliers and to gather bids on the desired items.

Best value will be determined through consensus of the evaluation team by comparing differences in the value of the technical evaluation factors with differences in cost to the US Postal Service. The USPS expects to award one contract using a best value determination. The best value determination process for this award will focus on an assessment of the supplier's pricing and technical scoring.

Price is more important than technical scoring, however, the closer the pricing scores, the more important technical proposals become. Best value will be determined through consensus of the evaluation team by comparing differences in the value of the proposal specific evaluation factors with differences in cost to the US Postal Service.

Although price is more important than technical scores, the US Postal Service will not make an award at a significantly lower overall price with inferior technical rating. The US Postal Service shall reserve the right not to make any selection if no offeror's combined price and technical scores provide the best value to the US Postal Service.

Best Value determination outlined below supersedes Sections 6.1.1, 6.1.2 and 6.1.3 of the specifications, **Attachment 6 - USPS-L-1095F**.

Pricing, Technical Scoring (Evaluation of Factors), and Conceptual Drawings

1. **Items and Prices** - Suppliers must complete pricing for the Indoor Parcel Lockers and its base units on **Attachment 9, Items and Prices**. Pricing Information must be submitted based on tiered volume. See [Attachment 4- Proposal Submission Instructions](#) for instructions on submitting Items and Prices.
2. **Technical Scoring:** The technical scoring concept is demonstrated in Exhibit 1 with each factor having equal weight and is not listed in order of importance. Each of the evaluation factors listed on Exhibit 1 will be rated numerically from 1-4 by each member of the evaluation team, with "1" as Poor and "4" as Excellent. The scores for all the factors will be totaled to render an overall score for each supplier. The most highly qualified manufacturer, based on best value determination as detailed in Section 1.6, will be awarded the contract and will be notified in writing. The awardee must submit at their own expense at least one representative sample of each IPL design type and its base units to USPS Engineering for testing along with a copy of the written notice from the USPS. Notification that a manufacturer's drawings satisfy the requirements of the preliminary review does NOT constitute USPS approval of a design, and shall NOT be relied upon as an assurance that a design will ultimately be approved. All tests, including security test, shall be performed by the US Postal Service's Engineering Department and Inspection Service.
3. **Conceptual Drawings** - Based on Figures 1-4, Manufacturers must submit conceptual drawings of the three (3) base units and nine (9) Indoor Parcel Lockers (IPL) configurations. Conceptual design drawings must be submitted for each receptacle type for which the manufacturer is seeking approval. Computer-generated drawings are preferred, but hand-drawn sketches are acceptable provided they adequately depict the important

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design aspects of the proposed receptacle design. In particular, drawings should include: overall unit with standard and optional compartment size information, details on the design of such critical features as the carrier access, customer, parcel and master load door(s) designs, hinge designs, all lock-mounting techniques and cam engagements, material selections, the 3-point latching and handle designs, the wall mounting concept, and outgoing mail slot design.

Exhibit 1 – Technical Proposal Evaluation Criteria and Scoring Matrix

Technical Evaluation Categories		Supplier		
		A	B	C
Rankings From Proposal Evaluations				
A	Quality Control	3	2	3
B	Delivery Capability	4	3	3
C	Service Capability	3	3	4
D	Production Capability	3	3	3
E	Engineering/Design Capabilities	3	3	4
F	Current and Past Performance	3	3	4
G	Supplier Capability	3	3	3
Total Technical Score		22	20	24

0	very poor
1	poor
2	average
3	good
4	excellent

The following describe the Technical Factors to be evaluated:

- A. Quality Control** - Offerors will be evaluated based on their Quality Assurance Plan, Certifications and process control in the manufacturing operations. The offerors shall submit a detailed Quality Assurance Plan. In the plan, the offeror shall describe the methods and staffing to be used to ensure that the delivery and accuracy requirements are met. The Plan shall address quality control procedures for handling reworked materials of unacceptable products. Describe/outline current systems used to track cost, quality, delivery and service performance. Describe how the company measures success, initiates corrective actions and how the company identifies opportunities for continuous improvements in its products and services.
- B. Delivery Capability** – Offerors will be evaluated as to their ability to provide the geographic reach and coverage, number of units and stocking capability for all items. Offerors must meet the proposed delivery schedule, considering all existing commitments including awards pending, and still provide timely service, collaborative planning and evaluation of USPS needs throughout the term of the contract.
- C. Service Capability** – Offerors must provide type and length of warranty and technical support. Offeror must demonstrate that it has the technical expertise to service its products during the warranty period and must describe how they would handle and process defective products or services. Offeror must describe how they will track orders, delivery, etc. and their ability to provide this information and metrics to the USPS.
- D. Production Capability** - Offerors must have adequate facilities, equipment, and competent personnel to manufacture Indoor Parcel Lockers and its base units.

The supplier must, (a) have the facilities to manufacture or otherwise provide the equipment required, (b) include information outlining their specific production capacity, (c) demonstrate the ability to perform to consistently high standards and standards of good workmanship through a record of excellent past performances. Reliability may be demonstrated by consistent on-time delivery, as well as through equipment that performs well throughout its service life.

D.1 First Article Testing (FAT) and Approval – The supplier must provide information about their plans to meet the First Article Testing/ Approval process and their timeframes. The supplier shall manufacture a minimum of one example of each item for First Article inspection and testing in accordance with these instructions and Clause 2-4. The First Article Items must be completed and able to be tested no later than **10 weeks** after Notice of Award. See Clause 2-4, First Article Approval – Supplier Testing and Clause 2-5, First Article Approval – Supplier Testing – Postal Service Testing.

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All prototypes must be mailed to Engineering within **10 weeks** of receipt of written notice.

The First Articles will be sent to:

Attn: Donald Irwin

USPS - Engineering Delivery & Retail Technology, 4th Floor

Ref: Contract () First Article Unit

IPL Design ()

8403 Lee Highway

Merrifield, VA 22082-8150

Items in parenthesis () must be completed by supplier.

The USPS shall have fifteen (15) calendar days to test and inspect the first article. If the first article is approved, the contractor will be notified (of its acceptance) and will be given a NOTICE TO PROCEED with the production quantities. The first articles will serve as prototypes for all subsequent production units. From the date of the Notice to Proceed the contractor must provide the number of calendar days to deliver the remaining balance of items (minus first articles) as stated on the initial contract. See D2.

D.2 Project Plan and Timelines – Included in the supplier’s proposal submission should be the information and evidence on your approach for successfully executing this project. Supplier should include in the project plan and timelines: **specific production timelines of minimum quantities upon approval of First Articles.**

E. Engineering/Design Capability - Offerors must provide adequate information about their in-house design, engineering capabilities, and on site testing capability. Offeror must provide in detail their standard procedures for analyzing and reviewing design changes. The offerors must demonstrate their approach to providing novel, innovative features over and above those specified in the requirements that will add value to the products being offered. Offeror must be able to validate the extent to of the value and function of the improved features. Package should include list of engineers outlining their qualification, experience and education.

F. Supplier Capability - Offerors will be evaluated on their ability to obtain, as needed, adequate resources to perform the work (e.g., technical, financial). Offerors are to provide information demonstrating financial stability and ability to perform under the contract. Suppliers must provide audited financial statements to include income statement, balance sheet and cash flow statement for the last three full years. They should be certified by a company official as to their accuracy and veracity. Suppliers must show evidence of financial and technical resources or the ability to obtain such resources adequate to perform the work (whether by itself or by subcontractors), including administering the contract and servicing proposed warranties.

If the offeror proposes the use of subcontractors in accomplishing the work described in the specification, then the resources and corporate experience of the subcontractor will also be evaluated.

G. Current and Past Performance – The Offeror shall provide two examples of previous contract engagements where the Offeror provided or is providing products and services similar to those required in this RFP. The offeror shall include a detailed description of each effort, the products and services and support provided, an explanation of why the experience is relevant in demonstrating the Offeror’s capabilities for fulfilling the objectives stated in this RFP, and the dates of engagement (period of performance) as well as the contract value for each engagement. Offerors are to provide at least three (3) current and two (2) past references that will demonstrate a history of satisfactory past and current performance in the areas of quality, timeliness of performance, and business relations of commercial contracts of a similar magnitude. Offerors are to provide a description of the contract, names and telephone numbers of the Postal, government and commercial contract managers that can verify the information. Past performance will be evaluated according to:

- 1) Quality (a record of conformance to contract requirements and standards of good workmanship).
- 2) Timeliness of performance (adherence to contract schedules, including the administrative aspects of performance).
- 3) Business relations (a history of being reasonable and cooperative with customers; commitment to customer satisfaction; integrity and ethics).
- 4) Cost control (a record of forecasting and containing costs on changes and cost- reimbursement contracts).

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1.7 Electronic Submission of Proposal

1.7.1. Offerors must submit proposals electronically via USPS eSourcing. They should also be submitted in a DVD (Digital Versatile Disc), or CD (Compact Disk) and hard copy - See [Attachment 4 Proposal Submission Instructions](#) for complete details. Proposals must be received no later than COB, Friday, **November 22, 2013**. Suppliers who fail to follow these instructions will be excluded from award consideration.

1.7.2 The pricing portion of the proposal must be submitted using excel worksheet, Attachment 9 **Items and Prices**, and electronically via [USPS eSourcing Request for Proposal \(RFP\)](#).

1.8 Notice of Award

A written notice of award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Postal Service may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Prior to the award, the Contracting Officer will review the plan to ensure it contains reasonable stretch goals and a full management commitment to supplier diversity. The Contracting Officer intends to approve the plan prior to award.

Upon receipt of Notice of Award, successful offeror must complete cost/price on the "BEFORE" Worksheet page 2 of [Attachment 5 – PS 7321](#). Providing cost data may assist in identifying areas of potential cost savings. Primary and potential cost drivers should be identified. This form will be completed in the future prior to any increase or decrease in pricing for the product.

1.9 Others

A. Mailing/Shipping

In accordance with paragraph "t" of [Clause 4-1: General Terms and Conditions](#), the Supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt. In addition, [Clause 2-9: Definition of Delivery](#) Terms and Supplier's Responsibilities may be used to define the shipping requirements of the contract.

Contract resulting from this solicitation will be FOB Delivered Full Trailer Load Topeka, KS pricing.

B. EDI – Electronic Data Interchange

The Postal Service intends to establish an electronic ordering and payment system with the successful supplier. The offeror must answer questions in [Attachment 8 - EDI Technical Proposal](#) Questions after reviewing [Attachment 7, the Supplier EDI Interface Guide](#).

Suppliers must, (a) use email for business communications, (b) use EFT (Electronic Fund Transfer), (c) use a Windows Operating System and (d) have staffing/resources dedicated to IT systems.

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ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REMITTANCE ADDRESS

Remittance Address (if different from Block 16, PS Form 8203)

INVOICE STATEMENT

All invoices **MUST** reference the Award Number and corresponding line item number listed on this purchase document. Invoices not in compliance may result in delayed payment.

All payments for this award and related orders will be transmitted or sent to the Remittance Address on the Award document regardless of any Remittance Address on the invoice. It is the Supplier's responsibility to ensure the Remittance Address is correct on the Award document. If the Remittance Address is not correct on the Award document, the Buyer must issue a modification to correct the address.

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code 33299, All Other Fabricated Metal Product Manufacturing., is applicable to this solicitation/award (for more information visit www.sba.gov).

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PRIVACY ACT STATEMENT

To the extent that the information you provide is about an individual, the Privacy Act will apply. Collection of that information is authorized by 39 USC 401. As a routine use, the information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the USPS is a party or has an interest; to a government agency in order to obtain information relevant to a USPS decision concerning employment, security clearances, contracts, licenses, grants, permits, or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security, or suitability investigations, contracts, licenses, grants, or other benefits; to a congressional office at your request; to an expert, consultant, or other person under contract with the USPS to fulfill an agency function; to the Federal Records Center for storage; to the Office of Management and Budget for review of private relief legislation; to an independent certified public accountant during an official audit of USPS finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 CFR 1614; to the Merit Systems Protection Board or Office of Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; to a labor organization as required by the National Labor Relations Act; to a federal, state or local agency, financial institution or other appropriate entity for the purpose of verifying an individual's or entity's eligibility or suitability for engaging in a transaction. In addition, the following disclosures may be made to any person: a solicitation mailing list when a purchase is highly competitive and competitions will not be harmed by release, or to provide an opportunity for potential subcontractors seeking business; a list of lessors of real or personal property to the Postal Service; a list of entities with whom the Postal Service transacts for goods or services, interests in real property, construction, financial instruments, or intellectual property; and the identity of the successful offeror. Completion of this form is voluntary; however, if this information is not provided, we will be unable to process your request.

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PART 2 - PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE.

The provisions below are incorporated by reference as if set forth in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The text of these provisions may be accessed electronically at this address: <http://about.usps.com/manuals/spp/spp.pdf> or, upon request, will be provided by the contracting officer.

PROVISION A-1 Restriction on Disclosure and Use of Data (March 2006)

PROVISION 1-2 Domestic Source Certificate Supplies (March 2006)

PROVISION 1-4 Prohibition Against Contracting with Former Postal Service Officers or PCES Executives (March 2006)

PROVISION 1-5 Proposed Use of Former Postal Service Employees (March 2006)

PROVISION 2-1 Warranty Information (March 2006)

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The Postal Service will consider these warranties in determining the most advantageous proposal, to the extent provided in the evaluation factors.

PROVISION 2-8 Investment Recovery (March 2006)

With its proposal, the supplier must provide an investment recovery plan to reuse the equipment, or eliminate or reduce final disposal costs. Final disposition must be environmentally responsible, eliminate or reduce landfill, and comply with all federal, state and local laws and regulations. Proposals must address the complete life-cycle, including final disposition of the items being purchased. Disposition alternatives include take-back, repair, refurbishment, and disposal. The supplier is required to design and describe additional innovative, value-added, end-of-life disposition opportunities for the items being purchased.

PROVISION 3-1 Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

All suppliers, except small businesses, or unless this purchase is being made under commercial purchasing procedures, must submit with their proposals the contract-specific subcontracting plan required by Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements. Generally, this plan must be agreed to by both the supplier and the Postal Service before award of the contract.

PROVISION 4-1 Standard Solicitation Provisions (November 2007)

a. Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation. Offers may be submitted on PS Form 8203, Order/Solicitation/Offer/Award, letterhead stationery, or as otherwise specified in the solicitation. As a minimum offers must show:

- (1) Solicitation number;
- (2) The name, address and telephone number of the offeror;
- (3) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (4) Terms of any expressed warranty;
- (5) Price and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information); and

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(10) If the offer is not submitted on PS Form 8203, include a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.

b. Business Disagreements. Business disagreements may be lodged with the Supplier Disagreement Resolution Official (SDR Official) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Part 601 (available for review at www.gpoaccess.gov/ecfr). The SDR Official will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Part 601. The SDR Official's decisions are available for review at usps.com.

c. Product Samples. When required by the solicitation, product samples must be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples must be submitted at no expense to the Postal Service and returned at the sender's request and expense, unless they are destroyed during preaward testing.

d.

e. Late Offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.

f. Type of Contract. The Postal Service plans to award an **INDEFINITE DELIVERY INDEFINITE QUANTITY - FIRM FIXED PRICE** contract under this solicitation and all proposals must be submitted on this basis. Alternate proposals based on other contract types will [] **will not [X]** be considered.

g. Contract Award. The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

h. Multiple Awards. The Postal Service may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Postal Service reserves the right to make an award on any items for quantity less than the quantities offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

i. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>. If checked, the following provision is incorporated in this solicitation by reference: (contracting officer will check as appropriate.)
X Provision 3-1: Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

PROVISION 4-2 Evaluation (March 2006)

The Postal Service intends to collect price offers through the Postal Service eSourcing online bidding event. Suppliers will be invited to participate in the event once they have been technically qualified based on proposal submission and evaluation. The [USPS eSourcing](#) tool will be used by the Contracting Officer to optimize offers and assist in the determination of best value.

a. General. The US Postal Service will award one or more Indefinite Delivery Indefinite Quantity Agreements resulting from this solicitation to the offeror(s) whose offer(s) conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. The following performance evaluation factors will be used in the evaluation of offers:

(See Section 1.5 and Section 1.6 of Part 1 Cover and Schedule)

b. Options. The Postal Service will [] will not [X] evaluate offers for award purposes by adding the total price for all

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options to the total price for the basic requirement. The Postal Service may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options will not obligate the Postal Service to exercise the option(s).

c. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

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PROVISION 4-3 Representations and Certifications (November 2012)

A. Type of Business Organization. The offeror, by checking the applicable blocks, represents that it:

1. Operates as:

a corporation incorporated under the laws of the state of _____; or country of _____ if incorporated in a country other than the United States of America.

an individual;

a partnership;

a joint venture;

a limited liability company;

a nonprofit organization; or

an educational institution; and

2. Is (check all that apply)

a small business concern;

a minority business (indicate minority below):

Black American

Hispanic American

Native American

Asian American:

a woman-owned business; or

none of the above entities.

a. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

b. Minority Business. A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)

c. Woman-Owned Business. A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

d. Educational or Other Nonprofit Organization. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)

a Postal Service employee or a business organization substantially owned or controlled by such an individual

a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual

another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual

an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

(Note: Offers from any of the sources listed in subparagraph A.3, may not be considered for an award pending review and recommendation by the Postal Service Ethics Office.)

B. Parent Company and Taxpayer Identification Number

1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's

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Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN:

3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.

4. Check this block if the offeror is owned or controlled by a parent company: _____

5. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____

Parent Company's Main Office: _____

Address: _____

No. and Street: _____

City: _____ State: _____ ZIP Code: _____

Parent Company's TIN: _____

6. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____

Common Parent's TIN: _____

C. Certificate of Independent Price Determination

1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;

b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and

c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that:

a. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

b. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

D. Certification of Nonsegregated Facilities

1. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

2. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

3. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding

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\$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

E. Certification Regarding Debarment, Proposed Debarment, and Other Matters (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:

a. Are ___ are not ___ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;

b. Have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

c. Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;

d. Have ___ have not ___ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

e. Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.

2. The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's Supplying Practices). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

F. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/pm/welcome.htm>. If checked, the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)

1. Provision 1-2: Domestic Source Certificate Supplies

2. Provision 1-3: Domestic Source Certificate - Construction Materials

3. Provision 9-1: Equal Opportunity Affirmative Action Program

4. Provision 9-2: Preaward Equal Opportunity Compliance Review

5. Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

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PROVISION 4-9 Preparation of Proposals (Construction) (March 2006)

- a. Offerors are expected to examine the drawings, specifications, and all provisions and instructions. Failure to do so will be at the offeror's risk.
- b. Each offeror must furnish the information required by the solicitation. The offeror must sign the proposal and print or type its name on the proposal and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal.
- c. Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

PROVISION 4-10 Information Security Requirements (February 2013)

The Postal Service is committed to creating and maintaining an environment that protects Postal Service information resources from accidental or intentional unauthorized use, modification, disclosure, or destruction. Handbook AS-805, Information Security, establishes Postal Service information security policies. Handbook AS-805-A, Information Resource Certification and Accreditation Process, provides the process for identifying the sensitivity and criticality of the C&A system, determining information security requirements for protecting the C&A system, and ensuring appropriate cost-effective information security controls, mechanisms, and procedures are implemented to protect the application system. The supplier's proposal must indicate compliance with the policies delineated in Handbook AS-805, Information Security, and processes defined in Handbook AS-805-A, Information Resource Certification and Accreditation Process.

After contract award and before beginning performance on this contract, the supplier must coordinate C&A activities with the Postal Service's Corporate Information Security Office (CISO) and complete C&A templates and provide applicable documentation and deliverables as directed by the Postal Service.

PROVISION 8-2 Representation of Rights in Data (March 2006)

- a. By completion of the representation below, the offeror must identify in its proposal the data (including subcontractor-furnished data) it intends to identify as "limited rights data" or "restricted computer software," or that it does not intend to provide as required. Any identification of limited rights data or restricted rights computer software is not determinative of the status of such data, should a contract be awarded to the offeror.

Representation Concerning Data Rights

Offeror has reviewed the requirements for the delivery of technical data or computer software and states (Offeror check appropriate block): None of the data proposed for fulfilling the requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling the requirements qualify as limited rights data or restricted computer software and are identified as follows: _____

- b. "Limited rights data" and "restricted computer software" are defined in the contract clauses entitled Rights in Technical Data and Rights in Computer Software.

PROVISION 9-1 Equal Opportunity Affirmative Action Program (March 2006)

The offeror, by checking the applicable block or blocks, represents that it

- (1) ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) and ___ has, ___ has not filed the required reports with the Joint Reporting Committee, or
- (2) ___ has not previously had contracts subject to the written affirmative

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action program requirement of the rules and regulations of the Secretary of Labor.

PART 3 - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

The clauses **below** are incorporated by reference as if set forth in full text. The text of these clauses may be accessed electronically at this address: <http://about.usps.com/manuals/spp/spp.pdf> or, upon request, will be provided by the contracting officer.

CLAUSE B-1 Definitions (March 2006)

CLAUSE B-3 Contract Type (March 2006)

This is a **FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY** contract.

CLAUSE B-4 Variation in Quantity (March 2006)

CLAUSE B-7 Responsibility for Supplies (March 2006)

CLAUSE B-9 Claims and Disputes (March 2006) (UPDATED)

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) ("The Act" or "CDA").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the supplier seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount is not acted upon in a reasonable time.

d.

(1) A claim by the supplier must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the supplier is subject to a written decision by the contracting officer.

(2) For supplier claims exceeding \$100,000, the supplier must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the supplier believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the supplier."

(3) The certification may be executed by any person duly authorized to bind the supplier with respect to the claim.

e. For supplier claims of \$100,000 or less, the contracting officer must, if requested in writing by the supplier, render a decision within 60 days of the request. For supplier-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the supplier of the date by which the decision will be made.

f. The contracting officer's decision is final unless the supplier appeals or files a suit as provided in the Act.

g. When a CDA claim is submitted by or against a supplier, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in d(2) of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest in the amount found due and unpaid from:

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- (1) The date the contracting officer receives the claim (properly certified, if required); or
- (2) The date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Interest clause.

j. The supplier must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

CLAUSE B-12 Termination for Convenience or Default (March 2006)

a. Performance under this contract may be terminated by the Postal Service in whole or in part whenever:

- 1) The supplier defaults in performing this contract (including in the term "default" any refusal or failure to prosecute the work diligently enough to ensure its completion within the time specified or any extension), and fails to cure the default within 10 days (or a longer period as the contracting officer may allow) after receipt from the contracting officer of a notice specifying the default; or
- 2) The contracting officer determines that termination is in the best interests of the Postal Service. A termination may be effected by delivery to the supplier of a notice of termination specifying whether the termination is for default or for the convenience of the Postal Service, the extent of work terminated, and the effective date of the termination. If, after notice of termination for default under subparagraph a.1 above, it is determined that the supplier was not in default or that the delay was excusable, the notice of termination will be deemed to have been issued for the convenience of the Postal Service.

b. Upon receipt of a notice of termination, unless otherwise directed by the contracting officer, the supplier must take the following actions:

- (1) Stop work under the contract to the extent specified in the notice.
- (2) Place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the unterminated work.
- (3) Terminate all orders and subcontracts to the extent that they relate to the work terminated.
- (4) Assign to the Postal Service, as directed by the contracting officer, all right, title, and interest of the supplier under the orders and subcontracts terminated. The Postal Service has the right, in its discretion, to settle or pay claims arising out of these terminations.
- (5) Settle all outstanding liabilities and all claims arising out of the termination of orders and subcontracts, with the approval or ratification of the contracting officer. The contracting officer's decision is final for the purposes of this clause.
- (6) Transfer title to the Postal Service and deliver as directed by the contracting officer:
 - (a) Work in process, completed work, and other material produced as a part of or acquired for the work terminated; and
 - (b) The completed or partially plans, drawings, information, and other property that, if the contract had been completed, would have been furnished to the Postal Service.
- (7) Use its best efforts to sell as directed by the contracting officer any property of the types referred to in subparagraph b.6 above, provided that the supplier may acquire property under the conditions prescribed and at prices approved by the contracting officer, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Postal Service to the supplier, or be credited to the price or cost of the work covered by this contract or paid in any manner directed by the contracting officer.
- (8) Complete performance of the work not terminated.
- (9) Take any action that may be necessary, or that the contracting officer may direct, for protecting and preserving any property related to this contract that is in the possession of this supplier and in which the Postal Service has or may acquire an interest.

c. At any time, the supplier may submit to the contracting officer a list, certified as to quantity and quality, of termination inventory not disposed of and may request the Postal Service to remove inventory items or enter into a storage agreement covering them. Not later than 15 days after receiving this request, the Postal Service will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the contracting officer upon removal of the items or, if the items are stored, within 45 days after submission of the list.

d. After termination, the supplier must submit to the contracting officer a termination claim in the form and with the certification prescribed by the contracting officer. The claim must be submitted promptly, but in no event more than 180 days after the effective date of termination, unless an extension in writing is granted by the contracting officer. However, if the contracting officer determines that the facts justify such action, any termination claim may be received and acted upon at any time after the 180-day period. Upon failure of the supplier to submit a termination claim within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due the supplier by reason of the termination and will pay that amount.

e. Subject to the provision of paragraph d above, the supplier and the contracting officer may agree upon the whole or any part of the

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amount to be paid (including and allowance for the fee) to the supplier by reason of the termination.

f. If the supplier and the contracting officer fail to agree on the amount with respect to cost or fee, the contracting officer will determine, on the basis of information available, the amount, if any, due the supplier and pay the supplier as follows:

(1) If the settlement includes cost and fee:

(a) All costs and expenses reimbursable in accordance with this contract, not previously paid to the supplier and such as may continue for a reasonable time after termination;

(b) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders;

(c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims, together with reasonable storage, transportation, and other costs incurred in connection with protecting or disposing of the termination inventory (however, if the termination is for default, there must not be included any amount for the preparation of the supplier's settlement proposal); and

(d) A portion of the fee payable under the contract, determined as follows:

(i) In the event of termination for convenience, a percentage of the fee equivalent to the percentage of the completion of work contemplated by the contract, but exclusive of subcontract effort included in subcontractor's termination claims, less fee payments previously made; or

(ii) In the event of termination for default, that proportionate part of the fee (or, if this contract calls for articles of different types, of such part of the fee as is reasonably allocable to the type of article under consideration) as the total number of articles accepted bears to the total number of articles of a like kind called for by this contract. If the amount determined under this subparagraph (2) is less than the total payment already made to the supplier, the supplier must repay to the Postal Service the excess.

(2) If the settlement includes only the fee, its amount will be determined in accordance with f.1(d) above.

g. Costs claimed, agreed to, or determined pursuant to paragraphs c, d, and e above must be in accordance with the Conduct Price/Cost Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, of the Postal Service Supplying Practices in effect on the effective date of termination. The final settlement is limited as provided in the Limitation of Cost clause of this contract.

h. The supplier has the right of review, under the Claims and Disputes clause, of any determination made by the contracting officer under paragraph d or f above, except that if the supplier fails to request an extension of time, the supplier will have no right of review. In any case where the contracting officer determines the amount due under paragraph d or f above, the Postal Service must pay to the supplier the following:

(1) If there is no right of review under this clause or if no timely review has been taken, the amount determined by the contracting officer; or

(2) If a review has been taken, the amount finally determined.

i. There will be deducted:

(1) All unliquidated advance or other payments made to the supplier applicable to the terminated portion of this contract;

(2) Any claim the Postal Service may have against the supplier; and

(3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the supplier or sold in accordance with this clause.

j. If the termination is partial, the portion of the fee payable for the continued portion of the contract must be equitably adjusted by agreement between the supplier and the contracting officer.

k. The Postal Service may, under the terms and conditions it may prescribe, make partial payments against costs incurred by the supplier in connection with the terminated portion of the contract whenever, in the opinion of the contracting officer, the aggregate of the partial payments is within the amount to which the supplier will be entitled. If the total of these payments exceeds the amount finally determined to be due under this clause, the excess must be repaid to the Postal Service upon demand, together with interest calculated in accordance with the Interest clause of this contract, for the period from the date the excess payment is received by the supplier to the date on which the excess is repaid to the Postal Service. However, no interest will be charged with respect to an excess payment attributable to a reduction in the supplier's claim by reason of retention or other disposition of termination inventory, until 10 days after the date of the retention or disposition.

CLAUSE B-15 Notice of Delay (March 2006)

Immediately upon becoming aware of any difficulties that might delay deliveries under this contract, the supplier will notify the contracting officer in writing of them. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated. Failure to give notice may preclude later consideration of any request for an extension of contract time.

CLAUSE B-16 Suspensions and Delays (March 2006)

a. If the performance of all or any part of the work of this contract is suspended, delayed, or interrupted by:

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- (1) An order or act of the contracting officer in administering this contract; or
- (2) By a failure of the contracting officer to act within the time specified in this contract - or within a reasonable time if not specified - an adjustment will be made for any increase in the cost of performance of this contract caused by the delay or interruption (including the costs incurred during any suspension or interruption). An adjustment will also be made in the delivery or performance dates and any other contractual term or condition affected by the suspension, delay, or interruption. However, no adjustment may be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the supplier, or for which an adjustment is provided or excluded under any other term or condition of this contract.

b. A claim under this clause will not be allowed:

- (1) For any costs incurred more than 20 days before the supplier has notified the contracting officer in writing of the act or failure to act involved; and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CLAUSE B-19 Excusable Delays (March 2006)

a. Except with respect to defaults of subcontractors, the supplier will not be in default by reason of any failure in performing this contract in accordance with its terms (including any failure by the supplier to make progress in the prosecution of the work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the supplier. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity or of the Postal Service in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the supplier.

b. If failure to perform is caused by the failure of a subcontractor to perform or make progress and arises out of causes beyond the control of both the supplier and subcontractor, and without the fault or negligence of either of them, the supplier will not be deemed to be in default, unless:

- (1) The supplies or services to be furnished by the subcontractor are obtainable from other sources;
- (2) The contracting officer orders the supplier in writing to procure the supplies or services from other sources; and
- (3) The supplier fails to comply reasonably with the order.

c. Upon request of the supplier, the contracting officer shall ascertain the facts and extent of failure, and if the contracting officer determines that any failure to perform was occasioned by any of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Postal Service under any termination clause included in this contract.

d. As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

CLAUSE B-20 Invoices (March 2006)

a. The supplier's invoices must be submitted before payment can be made.

b. The supplier agrees that submission of an invoice to the Postal Service for payment is a certification that:

- (1) Any services being billed for have been performed in accordance with the contract requirements; and
- (2) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with shipping instructions issued by the contracting officer in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated in the contract.

c. To ensure prompt payment, an invoice must be submitted for each destination and each shipment. Each invoice must contain:

- (1) The supplier's name and address;
- (2) The contract number;

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- (3) Any applicable task or delivery order number;
- (4) A description of the supplies or services and the dates delivered or performed;
- (5) The point of shipment or delivery;
- (6) Any applicable unit prices and extensions;
- (7) Shipping and payment terms; and
- (8) Any additional information required by the contract.

CLAUSE B-22 Interest (March 2006)

CLAUSE B-25 Advertising of Contract Awards (February 2013)

CLAUSE B-28 Safety and Health Standards (March 2006)

CLAUSE B-30 Permits and Responsibilities (March 2006)

The supplier is responsible, without additional expense to the Postal Service, for obtaining any necessary licenses and permits, and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the contract. The supplier is responsible for all damage to persons or property, including environmental damage, that occurs as a result of its omission(s) or negligence. The supplier must take proper safety and health precautions to protect the work, the workers, the public, the environment, and the property of others.

CLAUSE B-35 Specifications and Drawings (March 2006)

- a. The supplier must keep at the site, copies of the drawings and specifications and must at all times give the contracting officer access to them. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, is of like effect as if shown or mentioned in both. In case of discrepancy or conflicts between drawings and specifications, the specifications will govern.
- b. In case of difference between small and large-scale drawings, the large-scale drawings will govern. Schedules on any contract drawing will take precedence over conflicting information on that or any other contract drawing. On any of the drawings in which a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will apply also to all other like portions of the work.
- c. When the word "similar" appears on the drawings, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the work.
- d. In case of discrepancy either in figures, drawings, or specifications, the matter must be promptly submitted to the contracting officer, who will promptly make determination in writing. Any adjustment by the supplier without such a determination will be at the supplier's own risk and expense. The contracting officer must furnish from time to time such detailed drawings and other information as may be necessary.
- e. The supplier must verify all dimensions shown of existing work, and all dimensions required for work that is to connect with work now in place, by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions must be referred to the contracting officer before the supplier performs any work affected by these discrepancies.

CLAUSE 1-1 Privacy Protection (July 2007)

CLAUSE 1-5 Gratuities or Gifts (March 2006)

- a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the supplier or the supplier's agent or other representative:
 - (1) Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and
 - (2) Intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

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b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CLAUSE 1-6 Contingent Fees (March 2006)

a. The supplier warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the supplier for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

CLAUSE 1-7 Organizational Conflicts of Interest (March 2006)

a. Warranty Against Existing Conflicts of Interest. The supplier warrants and represents that, to the best of its knowledge and belief, it does not presently have organizational conflicts of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except for advantages flowing from the normal benefits of performing this agreement.

b. Restrictions on Contracting. The supplier agrees that during the term of this agreement, any extensions thereto, and for a period of 2 years thereafter, neither the supplier nor its affiliates will perform any of the following:

(1) Compete for any Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

(2) Contract (as the provider of a component or the provider of research or consulting services) with any offeror competing for any Postal Service contract for production of any product for which the supplier prepared any work statements or specifications or conducted any studies or performed any task under this agreement.

(3) Contract (as the provider of a component or the provider of research or consulting services) with the offeror which wins award of a Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

c. Possible Future Conflicts of Interest. The supplier agrees that, if after award of this agreement, it discovers any organizational conflict of interest that would diminish its capacity to provide impartial, technically sound, objective research assistance or advice, or would result in a biased work product, or might result in an unfair competitive advantage, except advantages flowing from the normal benefits of performing this agreement, the supplier will make an immediate and full disclosure in writing to the contracting officer, including a description of the action the supplier has taken or proposes to take to avoid, eliminate, or neutralize this conflict of interest.

d. Nondisclosure of Confidential Material

(1) The supplier recognizes that, in performing this agreement, it may receive confidential information. To the extent that and for as long as the information is confidential, the supplier agrees to take the steps necessary to prevent its disclosure to any third party without the prior written consent of the contracting officer.

(2) The supplier agrees to indoctrinate its personnel who will have access to confidential information as to the confidential nature of the information, and the relationship under which the supplier has possession of this information.

(3) The supplier agrees to limit access to the confidential information obtained, generated, or derived, and to limit participation in the performance of orders under this agreement to those employees whose services are necessary for performing them.

e. Postal Service Remedy. If the supplier breaches or violates any of the warranties, covenants, restrictions, disclosures or nondisclosures set forth under this clause, the Postal Service may terminate this agreement, in addition to any other remedy it may have for damages or injunctive relief.

CLAUSE 1-9 Preference for Domestic Supplies (March 2006)

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a. Proposals offering other than domestic end products or (subject to the eligibility thresholds set out in Figure 2.14 of the Evaluate Foreign and Domestic Proposals Topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources of the Postal Service Supplying Practices) end products mined, produced, or manufactured in (i) countries that have entered into World Trade Organization Government Procurement Agreement (WTO GPA) or (ii) countries that have entered into a Free Trade Agreement (FTA) with the United States covering government purchases, will be evaluated in one of two ways against proposals of relatively equal value offering domestic end products or eligible WTO GPA or FTA country end products. This evaluation will depend on whether contract award will be based on price or on evaluation factors other than price. When an award will be based on price, a six percent differential is applied to the proposed price of the non-qualifying end product, and this adjusted price is used by the Proposal Evaluation Team and the Contracting Officer in the course of evaluation. If proposal evaluation factors will have a significant weight in proposal evaluation, domestic and WTO GPA or FTA end products will receive a preference in the case of closely-ranked proposals, but no price differential will be applied. For the purposes of this clause:

- (1) End products means: Articles, materials, and supplies to be acquired under this contract for Postal Service use;
- (2) Components means: Articles, materials, supply incorporated directly into an end product or construction material) of foreign origin of the same class or kind as those that the Postal Service determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; and
- (3) Domestic-source end product means: An un-manufactured end product mined or produced in the United States; or an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. Components (i.e., articles, materials, supply incorporated directly into an end product or construction material) of foreign origin of the same class or kind as those that the Postal Service determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- (4) End products from a designated WTO GPA or FTA country means: Articles, materials, and supplies that are wholly the growth, product, or manufacture of producers in (i) countries that have entered into World Trade Organization Government Procurement Agreement (WTO GPA) or (ii) a country that has entered into a Free Trade Agreement (FTA) with the United States covering government purchasing; or in the case of articles that consist in whole or in part of materials from another country, have been substantially transformed in a WTO GPA or FTA country into new and different articles of commerce with names, characters, or uses distinct from that of the article or articles from which they were transformed.
- (5) Cost of components means: For components purchased by the Supplier, the purchase cost, including transportation costs to the place of incorporation into the end product or construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or for components manufactured by the Supplier, all costs associated with the manufacture of the component, including transportation costs as described above, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product. When a request for proposals (RFP) specifies that an award will be made on a group of line items, a domestic proposal means a proposal where the proposed price of the domestic end products exceeds fifty percent of the total proposed price of the group.

b. This domestic preferences does not apply to products set out in the list of non-available products in the Evaluate Foreign and Domestic Proposals Topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources of the Postal Service Supplying Practices or to purchases as to which the Vice President, Supply Management (VP, SM), has determined that the application of a domestic preference would be inconsistent with the interest of the Postal Service.

CLAUSE 1-11 Prohibition Against Contracting with Former Officers or PCES Executives (March 2006)

During the performance of this contract, former Postal officers or Postal Career Executive Service (PCES) executives are prohibited from employment by the contractor as key personnel, experts or consultants, if such individuals, within 1 year after their retirement from the Postal Service, would be performing substantially the same duties as they performed during their career with the Postal Service.

CLAUSE 1-12 Use of Former Postal Service Employees (March 2006)

During the term of this contract, the supplier must identify any former Postal Service employees it proposes to be engaged, directly or indirectly, in contract performance. Such individuals may not commence performance without the contracting officer's prior approval. If the contracting officer does not provide such approval, the supplier must replace the proposed individual former employee with another individual equally qualified to provide the services called for in the contract.

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CLAUSE 2-1 Inspection and Acceptance (March 2006)

a. The supplier must be able to demonstrate that the supplies and services being provided conform to contract requirements. The Postal Service may require correction of defects and nonconformance at no cost to the Postal Service. If the supplier fails or refuses to correct the defects or nonconformance the Postal Service may, in addition to any other remedies provided by this contract:

- (1) Acquire replacement supplies or services from other sources at the supplier's expense; or
- (2) Accept the supplies or services at a reduced price.

b. The Postal Service may revoke acceptance if nonconforming performance is accepted:

- (1) because it has not been discovered before acceptance, as a result of the difficulty of discovery or because of the supplier's assurances, or
- (2) on the basis of a reasonable assumption that it would be cured.

c. The Postal Service has the same rights and duties upon revocation as upon rejection. Revocation of acceptance must occur within a reasonable time after the contracting officer discovers the deficiency.

d. The Postal Service, at its option, may at any stage in the performance of this contract, monitor the supplier's activities and efforts in performing the contract, to assure itself that contract requirements are being met. Such Postal Service oversight in no way relieves the supplier from its responsibility to perform in accordance with contract requirements.

CLAUSE 2-2 Quality Management System (March 2006)

a. The supplier must use a documented quality management system to monitor and measure its performance against contract requirements. As a minimum, that quality assurance system must include all of the following:

- (1) A process management system that includes documented work processes (including support processes), mechanisms to monitor and measure processes, systematic approaches for addressing nonconformance complaints with an emphasis on root cause analysis and corrective and preventative action, analysis of performance measurement, and regularly scheduled and documented quality management system reviews;
- (2) A means of assessing customer satisfaction that includes scheduled customer satisfaction reviews or surveys, customer focus groups, or other means of securing ongoing customer feedback;
- (3) Supplier management that includes supplier selection criteria and monitoring and assessing supplier performance; and
- (4) A determination of the necessary competencies for personnel performing work during contract performance. Suppliers must:
 - (a) As necessary, provide training and take other actions to meet this requirement; and
 - (b) Maintain current records of education, training, skills and experience.

b. The Postal Service has the right to evaluate the acceptability and effectiveness of the supplier's quality management system prior to award, and to verify that it is in use and effective during contract performance.

c. The supplier must maintain records and metrics pertaining to this quality management system in accordance with the record retention requirements of the contract.

d. The supplier must be able to demonstrate that the supplies and services being purchased conform to contract requirements. The Postal Service may require correction of defects and nonconformance at no cost to the Postal Service. If the supplier fails or refuses to correct the defects or nonconformance the Postal Service may, in addition to any other remedies provided by this contract:

- (1) Acquire replacement supplies or services from other sources at the supplier's expense; or

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(a) Accept the supplies or services at a reduced price.

CLAUSE 2-4 First Article Approval - Supplier Testing (March 2006)

a. The supplier must test the number of units specified in the Schedule of this contract. The supplier must give the notice specified in the Schedule to the contracting officer, in writing, of the time and location of the testing so that the Postal Service may witness the tests.

b. By the date specified in the Schedule, the supplier must submit to the contracting officer the first article test report marked "First Article Test Report" and identifying the contract number and lot/item number. After the Postal Service receives the test report, the contracting officer will notify the supplier within the time period set forth in the Schedule, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of approval or conditional approval does not relieve the supplier from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the supplier. A notice of disapproval will cite reasons for the disapproval.

c. If the first article is disapproved, the supplier, upon request of the Postal Service, must repeat any or all first article tests. After each request for additional tests, the supplier must 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 supplier, including any and all costs for additional tests following a disapproval. The supplier must then conduct the tests and deliver another report to the Postal Service under the terms and conditions and within the time specified by the Postal Service. The Postal Service must take action on this report within the same time limit referred to in paragraph b above. The Postal Service 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 Postal Service related to these tests.

d. If the supplier fails to deliver any first article report on time, or the contracting officer disapproves any first article, the supplier will be deemed to have failed to make delivery within the meaning of the Default clause.

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

f. If the Postal Service does not act within the time limit referred to in paragraphs b and c above, the contracting officer will, upon timely written request from the supplier, equitably adjust under the Changes clause the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

g. Before first article approval, acquisition of materials or components for the balance of the contract quantity or commencement of production is at the supplier's sole risk.

h. Costs incurred under paragraph g above are not allocable to this contract for progress payments before first article approval or for a termination settlement in the event of termination for convenience before first article approval.

CLAUSE 2-5 First Article Approval - Postal Service Testing (March 2006)

a. At the time specified for first article testing, the supplier must deliver the units specified in the Schedule to the Postal Service at the testing facility set forth in the Schedule. The shipping documentation accompanying the first article must contain the number of this contract and the lot/item identification. The performance or other characteristics that the first article must meet, and the tests to which it will be subjected, are contained or referenced in this contract.

b. The contracting officer must, by written notice to the supplier within the time specified in the Schedule, approve, conditionally approve, or disapprove the first article. The notice of approval or conditional approval does not relieve the supplier from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval will state any further action required of the supplier. A notice of disapproval will cite reasons for the disapproval.

c. If the first article is disapproved, the supplier may be required, at the option of the Postal Service, to submit an additional first article for first article approval test. After each notification by the Postal Service to submit an additional first article, the supplier must at no additional cost to the Postal Service make any necessary changes, modifications, or repairs to the first article, or select another first article for testing. The additional first article must be furnished to the Postal Service under the terms and conditions and within the

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time specified in the notification. The Postal Service must take action on this additional first article within the same time limit referred to in paragraph b above. The costs of additional first article approval tests and all costs related to such tests must be borne by the supplier. The Postal Service reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule necessitated by additional first article approval tests.

d. If the supplier fails to deliver a first article on time, or if the contracting officer disapproves a first article, the contract may be terminated for default. Waiver of the right to terminate this contract for default does not relieve the supplier of responsibility to meet the delivery schedule for production quantities.

e. When the first article is not consumed or destroyed in testing, and unless otherwise provided in this contract, the supplier:

(1) May deliver an approved first article as a part of the contract quantity if it meets all terms and conditions of this contract for acceptance; and

(2) Is responsible for removal and disposition of any first article from the Postal Service test site at the supplier's expense.

f. The supplier is responsible for spare-parts support and repair of the first article during any first article approval test.

g. Before first article approval, acquisition of materials or components for the balance of the contract quantity or commencement of production is at the supplier's sole risk.

h. Costs incurred under paragraph g above are not allocable to this contract for progress payments before first article approval or for a termination settlement in the event of termination for convenience before first article approval.

CLAUSE 2-6 Delayed Acceptance (March 2006)

a. Acceptance under this contract will not occur until the supplier has successfully completed the preacceptance tests set forth in the Schedule.

b. The supplier will remove any equipment and material not accepted under this contract and restore the Postal Service facility to its original condition, at no cost to the Postal Service.

c. The supplier will pay the costs of testing for all equipment and materials rejected for failure to meet the preacceptance test requirements.

CLAUSE 2-8 Warranty (March 2006)

a. The supplier warrants, for the period specified in the Schedule, that all supplies furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

b. Within the time specified in the Schedule, the contracting officer must give written notice to the supplier of any breach of warranty and either:

(1) Require the prompt correction or replacement of any defective or nonconforming supplies; or

(2) Retain them, reducing the contract price by an amount equitable under the circumstances.

c. When return for correction or replacement is required, the supplier is responsible for all costs of transportation and for risk of loss in transit.

d. If the supplier fails or refuses to correct or replace the defective or nonconforming supplies, the contracting officer may correct or replace them with similar supplies and charge to the supplier any cost to the Postal Service. In addition, the contracting officer may

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dispose of the nonconforming supplies, with reimbursement from the supplier or from the proceeds for excess costs.

e. Any supplies corrected or furnished in replacement are subject to this clause.

f. Supplies, as used in this clause, includes related services.

g. The rights and remedies of the Postal Service provided in this clause are in addition to, and do not limit, any rights afforded to the Postal Service by any other clause of the contract.

CLAUSE 2-9 Definition of Delivery Terms and Supplier's Responsibilities (March 2006)

a. If the contract specifies "f.o.b. destination," the following apply:

(1) "F.o.b. destination" means delivery to the specified delivery point. Transportation costs are included in the contract price.

(2) "F.o.b. destination, within the consignee's premises" means delivered free of expense to the Postal Service, within the doors of the specified building, including delivery to specific rooms when specified.

(3) The supplier must:

(a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;

(b) Prepare and distribute commercial bills of lading;

(c) Be responsible for loss or damage occurring before receipt at the specified point of delivery;

(d) Furnish a delivery schedule and designate mode of delivery;

(e) Bear all delivery costs to the specified point of delivery; and

(f) Deliver goods that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual, either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement.

b. If the contract specifies "delivered Postal Service facility, door, platform, or private siding," the following apply:

(1) "Delivered postal facility, door, platform, or private siding" means delivery free of expense to the Postal Service:

(a) To the door of Postal Service facilities having no platforms or private siding;

(b) On the platform at Postal Service facilities having platforms but no private siding; or

(c) On the private siding at Postal Service facilities having private siding.

(2) In addition to fulfilling the requirements of the Responsibility for Supplies clause, the supplier must:

(a) Pack and mark shipments to protect the goods from normal transportation hazards, promote prompt delivery, and comply with packing and marking specifications of the contract;

(b) Unload material at the door or on the platform in the case of b.1(a) and (b) above, free of expense to the Postal Service;

(c) Properly prepare and distribute commercial bills of lading; and

(d) Be responsible for loss or damage occurring before delivery to the specified delivery point.

CLAUSE 2-15 Special Tooling (March 2006)

a. Definition

(1) Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and replacements so specialized that, without substantial modification or alteration, their use is limited to developing or producing particular supplies or performing particular services. The term includes all components of such items, but does not include:

(a) Consumable property;

(b) Special test equipment; or

(c) Buildings, nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

(2) For the purposes of this clause, special tooling does not include:

(a) Items acquired by the supplier before the effective date of this contract, or replacements of such items, whether or not altered or adapted for use in the performance of this contract; or

(b) Items specifically excluded by the Schedule.

b. Use of Special Tooling. The supplier agrees not to use any items of special tooling purchased or manufactured by the supplier for

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the performance of this contract except in performing it, or as approved by the contracting officer.

c. List of Special Tooling. Within 60 days after delivery of the first production end items under this contract, or such later date as the contracting officer may prescribe, the supplier must (if the contracting officer so requests) furnish the contracting officer a list of all special tooling acquired or manufactured by the supplier for use in the performance of this contract. The list shall specify the nomenclature, tool number, and related product part number or service, and unit or group cost of the special tooling. Upon completion or termination of all or a substantial part of the work under this contract, the supplier must furnish a final list in the same form covering all items not previously reported under this paragraph c; provided, however, that the contracting officer may, by written notice, waive this requirement or extend it until the completion of this contract and other contracts and subcontracts for which approval has been obtained under paragraph b above. Special tooling that has become obsolete as a result of changes in design or specification need not be reported, except as provided for in paragraph d below.

d. Changes in Design. If any changes in design or specifications affect interchangeability of parts, the supplier will, unless otherwise agreed to by the contracting officer, give the contracting officer notice of any part that is not interchangeable with the new or superseding part; and the usable special tooling for each part covered in this notice will be retained by the supplier, subject to the provisions of paragraph i below, pending disposition under paragraph f below.

e. Supplier's Offer to Retain Special Tooling. When the supplier furnishes a list or notice under paragraph c or d above, the supplier may designate the items of special tooling (either specifically or by listing the particular products, parts, or services for which they were used or designed) the supplier desires to retain, together with a written offer to retain them:

- (1) Free and clear of any Postal Service interest, for an amount designated in the offer that should ordinarily not be less than the fair value of the items, which fair value takes into account, among other things, their value to the supplier for use in further work; or
- (2) For a period of time and under terms and conditions agreed to by the parties, subject to ultimate retention or disposition of these items in accordance with paragraph f below.

f. Disposition of Special Tooling

(1) Within 90 days after receipt of any list or notice under paragraph c or d above, or such further period as may be agreed upon by the parties, the contracting officer will furnish to the supplier:

- (a) A list specifying the particular products, parts, or services for which the Postal Service may require special tooling, together with a request that the supplier transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Postal Service all usable items of special tooling used or designed for the manufacture or performance of any designated portion of those products, parts, or services and on hand when production of the products or parts, or performance of the services, ceased;
- (b) An acceptance or rejection of any offer made by the supplier under paragraph e above, or a request for further negotiation with respect to it;
- (c) A direction to the supplier to sell, or to dispose of as scrap, for the account of the Postal Service, any or all of the special tooling covered by the list;
- (d) A statement with respect to any or all of the special tooling covered by the list specifying that the Postal Service has no further interest in it and waives its rights in it; or
- (e) Any combination of the foregoing, as the circumstances warrant.

(2) The supplier will promptly comply with any request by the contracting officer under subparagraph f.1 preceding to transfer title to any items of special tooling, and will:

- (a) Immediately prepare them for shipment by proper packaging, packing, and marking, in accordance with any instruction issued by the contracting officer, promptly delivering them to the Postal Service as directed by the contracting officer; or
- (b) If a storage agreement has been entered into, prepare them for storage in accordance with that agreement, as directed by the contracting officer.

(3) To the extent that compliance with direction to ship or store under subparagraph f.2 preceding may occasion cost to the supplier for which the supplier will not otherwise be compensated, the contract price will be equitably adjusted in accordance with the Changes clause. Any items of special tooling delivered or stored must be accompanied by any operation sheets or other appropriate data necessary to show the manufacturing operations or processes for which the items were used or designed.

(4) If the contracting officer has requested further negotiations under f.1(b) above, the supplier agrees to enter into them in good faith with the contracting officer. Any items of special tooling not disposed of by transfer of title and delivery to the Postal Service, or by acceptance of an offer of the supplier made under paragraph e above, or of such offer as modified in the course of negotiations, must be disposed of in the manner set forth in f.1(c) or (d) above. Any failure of the contracting officer to give the required direction within the specified period will be construed as a direction pursuant to f.1(c) above.

g. Proceeds of Retention or Disposition of Special Tooling. If the contracting officer accepts an offer of the supplier to retain any

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items of special tooling, or if any such items are sold to third parties or disposed of as scrap, the net proceeds will be:

- (1) Deducted from the amounts due to the supplier under this contract and the contract amended accordingly; or
- (2) Otherwise paid as the contracting officer may direct.

h. Property Control. The supplier agrees to follow normal industrial practice in maintaining property-control records on special tooling and to make them available for inspection by the Postal Service at all reasonable times. The supplier further agrees that, to the extent practicable, the supplier will identify by appropriate stamp, tag, or other mark all special tooling subject to this clause.

i. Maintenance Pending Disposition. The supplier agrees that, between the date any usable items of special tooling are no longer needed by the supplier, within the meaning of this clause, and the date of their final disposition under this clause, the supplier will take all reasonable steps necessary to maintain their identity and existing condition, unless the contracting officer has directed that they be disposed of as scrap or has given notice under f.1 (d) above. The supplier shall not be required to keep any such items in place.

j. Special Tooling Provisions for Subcontracts. The supplier agrees, in placing any subcontracts or purchase orders under this contract that involve the use of special tooling whose full cost is charged to the subcontract or purchase order, to include therein appropriate provisions to obtain rights comparable to those granted to the Postal Service by this clause, unless the contracting officer determines, upon the supplier's request, that with respect to any subcontract, purchase order, or class thereof, such rights are not of substantial interest to the Postal Service. The supplier further agrees to exercise any rights for the benefit of the Postal Service as the contracting officer may direct.

CLAUSE 2-20 Option to Renew (with Preliminary Notice) (March 2006)

This contract is renewable, at the option of the Postal Service, by the contracting officer giving written notice of renewal to the supplier within the period specified in the Schedule; provided that, the contracting officer will have given preliminary notice of the Postal Service's intent to renew at least 60 days before this contract is to expire (such a preliminary notice will not be deemed to commit the Postal Service to renewals). If the Postal Service exercises this option for renewal, the contract as renewed includes this option clause. The duration of this contract, including renewals, may not exceed the time limit set forth in the Schedule.

CLAUSE 2-26 Payment - Fixed Price (March 2006)

The Postal Service will pay the supplier, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for work or supplies delivered and accepted or services rendered and accepted, less any deductions provided for by the contract. Unless the contract otherwise specifies, payment will be made on partial deliveries accepted by the Postal Service if:

- a. The amount due on the deliveries warrants it; or
- b. The supplier requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price, whichever is less.

CLAUSE 2-28 Economic Price Adjustment - Labor and Materials (March 2006)

a. If at any time during the performance of this contract the rates of pay for labor or unit prices for materials set forth in the Schedule increase or decrease, the supplier must notify the contracting officer within 60 days or within such further period as may be approved in writing by the contracting officer, but in any event not later than final payment under the contract. The notice must include the supplier's proposal for an equitable adjustment in the contract unit prices to be negotiated in accordance with paragraph b below and must be accompanied by data, in such form as the contracting officer may require, explaining:

- (1) The causes;
- (2) The effective date; and
- (3) The amount of the increase or decrease and of the supplier's proposal for an equitable adjustment.

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b. Promptly upon receipt of any notice and data described in paragraph a above, the supplier and the contracting officer will negotiate an equitable adjustment (and its effective date) in the contract unit prices to reflect any change in the cost of performance of this contract due to changes in rates of pay for labor or unit prices for materials set forth in the Schedule; provided, however, that negotiations may be postponed by the contracting officer until an accumulation of changes results in an adjustment allowable under subparagraph c.5 below. The equitable adjustment, and its effective date, will be set forth in an amendment to this contract that also revises the rates of pay for labor or unit prices for materials set forth in the Schedule to reflect the increases or decreases. Pending agreement on, or determination of, any such adjustment and its effective date, the supplier shall continue performance.

c. Notwithstanding any other provision of this clause, any price adjustments under this clause are subject to the following limitations:

(1) There will be no adjustment for supplies whose production cost is not affected by a change in the rates of pay for labor or unit prices for materials set forth in the Schedule.

(2) There will be no adjustment other than for changes in the rates of pay for labor or unit prices of materials set forth in the Schedule.

(3) There will be no adjustment for any change in the quantities of labor or materials set forth in the Schedule for each item to be delivered.

(4) No upward adjustment will apply to supplies required by the delivery schedule to be delivered before the effective date of the adjustment but actually delivered later, unless the supplier's failure to deliver in accordance with the delivery schedule results from causes beyond the control and without the fault or negligence of the supplier within the meaning of the Default clause, in which case the contract will be amended to make an equitable extension of the delivery schedule.

(5) Except as provided in paragraph d below, there will be no adjustment for any change in rates of pay for labor or unit prices for materials that would not result in a net change of at least 3 percent of the then-current total contract price.

(6) The aggregate of the increases in any contract unit price made under this clause may not exceed percent 6% of the original contract unit price.

d. If, after delivery of the last unit called for by this contract, either party requests negotiation pursuant to paragraph b above, the limitations of subparagraph c.5 above do not apply.

e. The final invoice submitted under this contract must include a certification that the supplier has not experienced a decrease in rates of pay for labor or unit prices for materials set forth in the Schedule or that the supplier has given notice of all such decreases in compliance with paragraph a above.

f. The contracting officer may examine the supplier's books, records, and other supporting data relevant to the cost of labor and materials during all reasonable times until the expiration of 3 years from the date of final payment under the contract.

g. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

CLAUSE 2-39 Ordering (March 2006)

a. Supplies or services to be furnished under this contract will be ordered by authorized Postal Service credit card, or issuance of delivery orders, during the period and by the activities specified in the Schedule.

b. Orders may be issued in writing, by written telecommunication, electronic data interchange (EDI), or orally. Oral orders, other than authorized Postal Service credit card orders, must be confirmed in writing. Orders sent by mail are considered issued when placed in the mail.

c. The supplier must report to the contracting officer in the format and intervals specified in the Schedule all orders charged to an authorized Postal Service credit card.

d. All orders are subject to the terms and conditions of this contract. If there is any conflict between an order and this contract, the contract is controlling.

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CLAUSE 2-42 Indefinite Quantity (March 2006)

- a. This is an indefinite-quantity contract; the quantities of supplies or services specified in the Schedule are not purchased until ordered. If this contract resulted from multiple awards under a single solicitation for the same or similar supplies or services to two or more sources, some or all of the orders issued will be subject to the competitive procedures described in this contract.
- b. Delivery or performance must be as directed in orders issued in accordance with the Ordering clause and the contract Schedule. The supplier must furnish to the Postal Service, when ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Postal Service must order at least the quantity of supplies or services designated in the Schedule as the minimum. There is no limit on the number of orders that may be issued, unless specified in the Delivery-Order Limitations clause or in the contract Schedule. Orders may require delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period must be completed by the supplier within the time specified in the order, and the rights and obligations of the supplier and the Postal Service with respect to the order will be the same as if the order were completed during the effective period of the contract.

CLAUSE 2-49 Cost/Price Reduction (March 2006)

During the term of this contract, the Postal Service reserves the right to negotiate price reductions for any good or service being purchased. During the term of this contract, the Postal Service expects the supplier to continually seek to improve production and performance processes and method, and to report on these efforts to the Postal Service. Additionally, price reductions may be sought by the Postal Service as a result of changes in market conditions, industry trends and indexes, or in cost/price indexes, and their impact on the supplier's cost elements or overall cost. The Postal Service may terminate this contract for convenience if it feels price reductions are warranted, but the parties cannot reach an agreement on such price reductions.

CLAUSE 3-1 Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

- a. All suppliers except small businesses must submit a subcontracting plan that is specific to this contract, and that separately addresses subcontracting with small, minority, and woman-owned businesses. A plan approved by the Postal Service must be included in and made a part of the contract. Lack of an approved plan may make the supplier ineligible for award. A subcontract is defined as any agreement (other than one involving an employer-employee relationship) entered into by a Postal Service supplier or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- b. The supplier's subcontracting plan must include the following:
- (1) Goals, in terms of percentages of the total amount of this contract that the supplier will endeavor to subcontract to small, minority, and woman-owned businesses. The supplier must include all subcontracts that contribute to contract performance, and may include a proportionate share of supplies and services that are normally allocated as indirect costs.
 - (2) A statement of the:
 - (a) Total dollars planned to be subcontracted under this contract; and
 - (b) Total of that amount planned to be subcontracted to small, minority, and woman-owned businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted under this contract, identifying the types planned for subcontracting to small, minority, and woman-owned businesses.
 - (4) A description of the method used to develop the subcontracting goals for this contract.
 - (5) A description of the method used to identify potential sources for solicitation purposes and a description of efforts the supplier will make to ensure that small, minority, and woman-owned businesses have an equitable opportunity to compete for subcontracts.
 - (6) A statement as to whether the offer included indirect costs in establishing subcontracting goals for this contract and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, minority, and woman-owned businesses.
 - (7) The name of the individual employed by the supplier who will administer the subcontracting program and a description of the individual's duties.
 - (8) Assurances that the supplier will require all subcontractors receiving subcontracts in excess of \$1,000,000 to adopt a plan similar to the plan agreed to by the supplier.
 - (9) A description of the types of records the supplier will maintain to demonstrate compliance with the requirements and goals in the plan for this contract. The records must include at least the following:

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- (a) Source lists, guides, and other data identifying small, minority, and woman-owned businesses;
- (b) Organizations contacted in an attempt to locate sources that are small, minority, and woman-owned businesses;
- (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether small, minority, or woman-owned businesses were solicited and if not, why not; and
- (d) Records to support subcontract award data, including the name, address, and business size of each subcontractor.

c. Reports. The supplier must provide reports on subcontracting activity under this contract on a calendar-quarter basis. The report must be one of the types described in Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses.

CLAUSE 3-2 Participation of Small, Minority, and Woman-owned Businesses (March 2006)

a. The policy of the Postal Service is to encourage the participation of small, minority, and woman-owned business in its purchases of supplies and services to the maximum extent practicable consistent with efficient contract performance. The supplier agrees to follow the same policy in performing this contract.

b. Subject to the agreement of the supplier and the Postal Service, the supplier will report subcontracting activity on one of the following bases:

- (1) Showing the amount of money paid to subcontractors during the reporting period;
- (2) Showing subcontracting activity that is allocable to this contract using generally accepted accounting practices; or
- (3) A combination of the methods listed above.

c. The supplier will submit a report to the contracting officer within 15 calendar days after the end of each calendar-year quarter, describing all subcontract awards to small, minority, or woman-owned businesses. The contracting officer may require more frequent reports.

CLAUSE 4-1 General Terms and Conditions (July 2007) (MODIFIED)

a. Inspection and Acceptance. The supplier will only tender for acceptance those items that conform to the requirements of this contract. The Postal Service reserves the right to inspect or test supplies or services that have been tendered for acceptance. The Postal Service may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Postal Service must exercise its post acceptance rights (1) within a reasonable period of time after the defect was discovered or should have been discovered and (2) before any substantial change occurs in the condition of the items, unless the change is due to the defect in the item.

b. Assignment. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

- (1) The contracting officer;
- (2) The surety or sureties upon any bond; and
- (3) The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.
- (4) Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will

be grounds for termination of the contract for default at the option of the Postal Service.

c. Changes

(1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:

- (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;

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- (b) Statement of work or description of services;
- (c) Method of shipment or packing;
- (d) Places of delivery of supplies or performance of services;
- (e) Delivery or performance schedule;
- (f) Postal Service furnished property or facilities.

(2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.

(3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.

(4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon - but not after final payment under this contract - if the contracting officer decides that the facts justify such action.

(5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see paragraph s). Nothing in that clause excuses the supplier from proceeding with the contract as changed.

d. Reserved

e. Reserved

f. Reserved

g. Invoices

(1) The supplier's invoices must be submitted before payment can be made. The supplier agrees that submission of an invoice to the Postal Service for payment is a certification that:

- (a) Any services being billed for have been performed in accordance with the contract requirements; and
- (b) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with the instructions issued by the contracting officer and that the supplies are in the quantity and of the quality designated in the contract.

(2) To ensure prompt payment, an original invoice (or electronic invoice, if authorized) must be submitted to the address designated in the contract to receive invoices for each destination and shipment. An invoice must contain:

- (a) The supplier's name, remit to address (including ZIP+4) and phone number;
- (b) Unique invoice number and invoice date;
- (c) Any applicable task or delivery order number;
- (d) A description of the supplies or services and the dates delivered or performed;
- (e) The point of shipment or delivery;
- (f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;
- (g) Shipping and payment terms, including GBL number if applicable; and
- (h) Any additional information required by the contract.

h. Patent Indemnity. The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.

i. Payment

(1) Payment will be made for items accepted by the Postal Service that have been delivered to the delivery destinations set forth in this contract. The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract may be made by the Postal Service either by electronic funds transfer (EFT), check, or government credit card at the option of the Postal Service. When the EFT payment method is selected, the Postal Service will provide the supplier

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with Form 3881, Supplier's Electronic Funds Transfer Enrollment Form, at contract award. The supplier must complete the form and submit it to the designated Postal Accounting Service Center to ensure the proper routing of payments.

2) In conjunction with any discount offered for early payment, time will be computed from the date of the invoice. For purposes of computing the discount earned, payment will be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

j. Risk of Loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract will remain with the supplier until, and will pass to the Postal Service upon:

1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;

2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.

k. Taxes. The contract price includes all applicable federal, state, and local taxes and duties.

l. Termination for the Postal Service's Convenience. The Postal Service reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the supplier must immediately stop all work and must immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the supplier will be paid a percentage of the contract price, reflecting the percentage of work performed prior to notice of the termination, plus reasonable charges that the supplier can demonstrate, to the satisfaction of the Postal Service using its standard record keeping system, have resulted from the termination. The supplier will not be paid for any work performed or costs incurred which reasonably could have been avoided.

m. Termination for Default. The Postal Service may terminate this contract, or any part hereof, for default by the supplier, or if the supplier fails to provide the Postal Service, upon request, with adequate assurances of future performance. In the event of termination for default, the Postal Service will not be liable to the supplier for any amount for supplies or services not accepted, and the supplier will be liable to the Postal Service for any and all rights and remedies provided by law. The debarment, suspension, or ineligibility of the supplier, its partners, officers, or principal owners under the Postal Service's procedures (see 39 CFR Part 601) may constitute an act of default under this contract, and such act will not be subject to notice and cure pursuant to any termination of default provision of this contract. If it is determined that the Postal Service improperly terminated this contract for default, such termination will be deemed a termination for convenience.

n. Title. Unless specified elsewhere in this contract, title to items furnished under this contract will pass to the Postal Service upon acceptance, regardless of when or where the Postal Service takes physical possession.

o. Warranty. The supplier warrants and implies that the items delivered under this contract are merchantable and fit for the use for the particular purpose described in this contract.

p. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the supplier will not be liable to the Postal Service for consequential damages resulting from any defect or deficiencies in accepted items.

q. Other Compliance Requirements. The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

r. Order of Precedence. Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws Unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) Form 8203; (8) other documents, exhibits, and attachments, and (9) the specifications.

s. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>.

The following clauses are incorporated in this contract by reference:

1) B-1, Definitions

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- 2) B-9, Claims and Disputes
- 3) B-15, Notice of Delay
- 4) B-16, Suspensions and Delays
- 5) B-19, Excusable Delays
- 6) B-30, Permits and Responsibilities

t. Shipping. The supplier must deliver goods that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.

CLAUSE 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)

a. Incorporation by Reference

(1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>. The following clauses are incorporated in this contract by reference:

- (1) Clause 1-5, Gratuities or Gifts (March 2006)
- (2) Clause B-9, Claims and Disputes (March 2006)
- (3) Clause B-25, Advertising of Contract Awards (March 2006)
- (4) Clause 9-1, Convict Labor (March 2006)
- (5) Clause 9-5, Contract Work Hours and Safety Standards Act - Safety Standards (March 2006)
- (2) If checked, the following additional clauses are also incorporated in this contract by reference: (contracting officer will check as appropriate.)
- (1) Clause 1-1, Privacy Protection (July 2007)
- (2) Clause 1-6, Contingent Fees (March 2006)
- (3) Clause 1-9, Preference for Domestic Supplies (March 2006)
- (4) Clause 1-10, Preference for Domestic Construction Materials (March 2006)
- (5) Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)
- (6) Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses (March 2006)
- (7) Clause 9-2, Contract Work Hours and Safety Standards Act - Overtime Compensation (March 2006)
- (8) Clause 9-3, Davis-Bacon Act (March 2006)
- (9) Clause 9-6, Walsh-Healey Public Contracts Act (March 2006)
- (10) Clause 9-7, Equal Opportunity (March 2006)
- (11) Clause 9-10, Service Contract Act (March 2006)
- (12) Clause 9-11, Service Contract Act - Short Form (March 2006)
- (13) Clause 9-12, Fair Labor Standards Acts and Services Contract Act - Price Adjustments (February 2010)
- (14) Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)
- (15) Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (February 2010)

b. Examination of Records.

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.

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(3) Reports. If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

- (a) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
- (b) The data reported.

(4) Availability. The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

- (a) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
- (b) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.

Note: (Note to contracting officers: Any contemplated changes to this paragraph (b.) may not be made before (1) consulting with assigned counsel and the Office of the Inspector General and (2) a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority.

c. Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at: 1/800-304-3107.

CLAUSE 4-7 Records Ownership (March 2006)

Notwithstanding any state law providing for retention of rights in the records, the supplier agrees that the Postal Service may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The supplier must turn over all such records upon request but may retain copies of documents produced by the supplier.

CLAUSE 5-1 Price Reduction for Defective Cost or Pricing Data (March 2006)

a. If any price, including profit or fee, negotiated in connection with this contract, or modification to this contract, or any cost reimbursable under this contract, was increased by any significant amount because:

- (1) The supplier or subcontractor furnished cost or pricing data that were not complete, accurate, and current as of the date of the final agreement on price;
- (2) A subcontractor or prospective subcontractor furnished the supplier cost or pricing data that were not complete, accurate, and current as of the date of final agreement on price; or
- (3) Any of these parties furnished data of any description that were not accurate - then the price or cost will be reduced accordingly and the contract will be modified to reflect the reduction.

b. Any reduction in the contract price under paragraph a above due to defective data from a prospective subcontractor that was not awarded the subcontract will be limited to the amount, plus applicable overhead and profit markup, by which the actual subcontract, or the actual cost to the supplier if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the supplier (provided that the actual subcontract price was not itself affected by defective cost or pricing data).

CLAUSE 5-2 Subcontractor Cost or Pricing Data (March 2006)

a. Before awarding any subcontract or pricing any subcontract modification, the supplier must require the subcontractor to submit cost or pricing data whenever cost or pricing data are required by the Conduct Price/Cost Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, of the Postal Service Supplying Practices.

b. If the subcontractor is required to submit cost or pricing data under paragraph a above, then the supplier must insert the substance of this clause, including this paragraph b, in the subcontract.

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CLAUSE 5-3 Predetermined Indirect Cost Rates (March 2006)

- a. Notwithstanding the Allowable Cost and Payment clause of this contract, allowable indirect costs under this contract will be determined by applying predetermined indirect cost rates established in accordance with the Postal Service Supplying Practices.
- b. Predetermined rate agreements must be incorporated into the contract Schedule and must specify:
- (1) The predetermined indirect cost rates;
 - (2) The bases to which the rates apply;
 - (3) The fiscal year (or other period) for which the rates apply; and
 - (4) The specific terms treated as direct costs or any changes in the items previously treated as direct costs.
- c. The predetermined indirect cost rate agreement may not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract.
- d. Allowable indirect costs for the period from the beginning of performance until the end of the supplier's fiscal year must be obtained using the predetermined indirect cost rates and the bases shown in the Schedule.

CLAUSE 6-1 Contracting Officer's Representative (March 2006)

The contracting officer will appoint a contracting officer's representative (COR), responsible for the day-to-day administration of the contract, who will serve as the Postal Service's point of contact with the supplier on all routine matters. A copy of the notice of appointment defining the COR's authority will be furnished to the supplier upon award of the contract.

CLAUSE 7-4 Insurance (March 2006)

a. During the term of this contract and any extension, the supplier must maintain at its own expense the insurance required by this clause. Insurance companies must be acceptable to the Postal Service. Policies must include all terms and provisions required by the Postal Service.

b. The supplier must maintain and furnish evidence of workers' compensation, employers' liability insurance, and the following general public liability and automobile liability insurance:

	Bodily Injury	Property Damage
General Liability	\$100,000 per person*	Per occurrence (as set forth in the Schedule)
	\$500,000 per accident*	Aggregate (as set forth in the Schedule)
Automobile Liability	\$100,000 per person*	\$100,000 per occurrence
	\$500,000 per accident*	\$100,000 aggregate*

*Unless modified in the Schedule

- c. Each policy must include substantially the following provision: "It is a condition of this policy that the company furnish written notice to the U.S. Postal Service 30 days in advance of the effective date of any reduction in or cancellation of this policy."
- d. The supplier must furnish a certificate of insurance or, if required by the contracting officer, true copies of liability policies and manually countersigned endorsements of any changes. Insurance must be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal must be furnished not later than 5 days before a policy expires.
- e. The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be ground for termination for default.

CLAUSE 7-5 Errors and Omissions (March 2006)

- a. The supplier warrants that it is insured for \$200,000 (unless a greater amount is set forth in the Schedule) for errors and omissions per claim in the performance of this contract.
- b. Unless the supplier's policy is prepaid, noncancelable, and issued for a period at least equal to the term of this contract on an occurrence basis, the supplier must have the policy amended to include substantially the following provision: "It is a condition of this policy that the company furnish written notice to the U.S. Postal Service 30 days in advance of the effective

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date of any reduction in or cancellation of this policy."

c. The supplier must furnish a certificate of insurance or, if required by the contracting officer, true copies of liability policies and manually countersigned endorsements of any changes. Insurance must be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal must be furnished not later than 5 days before a policy expires.

CLAUSE 7-7 Federal, State, and Local Taxes (Short Form) (March 2006)

Except as this contract may otherwise provide, the contract price includes all applicable federal, state, and local taxes and duties in effect on the contract date but does not include any taxes from which the Postal Service, the supplier, or this transaction is exempt. Upon request of the supplier, the Postal Service must furnish a tax exemption certificate or similar evidence of exemption from any tax not included in the contract price. Contract date means the date of the supplier's proposal or quotation, or, if no proposal or quotation, the dates of this purchase order.

CLAUSE 8-1 Patent Rights (March 2006)

a. Definitions Used in This Clause

- (1) Subject Invention. Any invention or discovery, whether or not patentable, conceived or first actually reduced to practice in the course of or under this contract. The term includes, but is not limited to, any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, that is or may be patentable under the patent laws of the United States of America or any foreign country.
- (2) Postal Service Purposes. The right of the Postal Service to practice and have practiced (make or have made, use or have used, sell or have sold) any subject invention throughout the world by or on behalf of the U.S. Postal Service.
- (3) Contract. Any contract, agreement, or other agreement or subcontract entered into, with, or for the benefit of the Postal Service.
- (4) Subcontract and Subcontractor. Any subcontract or subcontractor of the supplier under this contract and any lower-tier subcontract or subcontractor under the contract.
- (5) To Bring the Invention to the Point of Practical Application. To manufacture (in the case of a composition or product), practice (in the case of a process), or operate (in the case of a machine or system) under such conditions as to establish that the invention works and that its benefits are reasonably accessible to the public.

b. Rights Granted to the Postal Service. The supplier agrees to grant the Postal Service title in and to each subject invention. Nothing contained in this Patent Rights clause grants any rights with respect to any invention other than a subject invention.

c. Subject Invention Disclosure and Reports

- (1) With respect to subject inventions, the supplier must furnish the contracting officer the items described in (a) through (b) below:
 - (a) A written disclosure of each invention promptly after conception or first actual reduction to practice, whichever occurs first under this contract, sufficiently complete in technical detail to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and (to the extent known) the physical, chemical, or electrical characteristics of the invention. When unable to submit a complete disclosure, the supplier must, within three months, submit a disclosure that includes all such technical detail then known; and unless the contracting officer authorizes a different period, submit all other technical detail necessary to complete the disclosure within three additional months.
 - (b) Before final settlement of this contract, a final report listing each invention, including all those previously listed, or certifying that there are no unreported inventions. (This final report and any interim report under (a) above must be in a form acceptable to the contracting officer.)
 - (c) Information in writing, as soon as practicable, of the date and identity of any (1) public use, sale, or publication of the invention made by or known to the supplier or (2) contemplated publication by the supplier.
 - (d) Upon request, any duly executed instruments and other papers (prepared by the Postal Service) necessary to (1) vest in the Postal Service the rights granted it under this clause and (2) enable the Postal Service to apply for and prosecute any patent application, in any country covering the invention, where the Postal Service has the right under this clause to file such an application.
 - (e) Upon request, an irrevocable power of attorney to inspect and make copies of each United States patent application filed by, or on behalf of, the supplier covering the invention.
- (2) With respect to each subject invention in which the supplier has been granted rights, under license or otherwise, the supplier agrees to provide written reports at reasonable intervals, when requested by the Postal Service, as to:
 - (a) The commercial use being or intended to be made of the invention;
 - (b) Royalties payable to the Postal Service; and
 - (c) The steps taken by the supplier to bring the invention to the point of practical application, or to make the invention available for

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licensing.

d. Subcontracts

- (1) The supplier must, unless otherwise authorized or directed by the contracting officer, include a patent rights clause containing all the provisions of this Patent Rights clause except paragraph g below in any subcontract where a purpose of the subcontract is the conduct of experimental, developmental, research, or engineering work. If a subcontractor refused to accept this clause, the supplier:
- (a) Must promptly submit a written report to the contracting officer setting forth the subcontractor's reasons for the refusal and any other pertinent information that may expedite disposition of the matter; and
 - (b) May not proceed with the subcontract without the written authorization of the contracting officer. The supplier may not, in any subcontract, or by using subcontract as consideration thereof, acquire any rights to subject inventions for its own use (as distinguished from rights required to fulfill its contract obligations to the Postal Service in the performance of this contract). Reports, instruments, and other information required to be furnished by a subcontractor to the contracting officer under a patent rights clause in a subcontract may, upon mutual consent of the supplier and the subcontractor (or by direction of the contracting officer), be furnished to the supplier for transmission to the contracting officer.
- (2) The supplier, at the earliest practicable date, must notify the contracting officer in writing of any subcontract containing a patent rights clause, furnish to the contracting officer a copy of the subcontract, and notify the contracting officer when the subcontract is completed. The Postal Service is a third-party beneficiary of any subcontract granting rights to the Postal Service in subject inventions, and the supplier hereby assigns to the Postal Service all the rights that the supplier would have to enforce the subcontractor's obligations for the benefit of the Postal Service with respect to subject inventions. the supplier is not obligated to enforce the agreements of any subcontractor relating to the obligation of the subcontractor to the Postal Service regarding subject inventions.

e. Domestic Filing of Patent Applications by Supplier

- (1) If, pursuant to paragraph h below, greater rights are granted in a subject invention to the extent that the supplier may claim the invention, the supplier must file in due form and within six months of the granting of these rights a United States patent application claiming the invention and furnish, as soon as practicable, the serial number and filing date of the application and the patent number of any resulting patent. As to each invention in which the supplier has been given greater rights, the supplier must notify the contracting officer at the end of six-month period if it has failed to file or cause to be filed a patent application covering the invention. If the supplier has filed or caused to be filed such an application within the six-month period, but elects not to continue prosecution of the application, it must notify the contracting officer not less than 60 days before the expiration of the response period. In either of these situations, the supplier forfeits all rights previously granted.
- (2) The following statement must be included in the first paragraph of any patent application filed or patent issued on an invention made under a Postal Service contract or a subcontract under a Postal Service contract: "The invention herein described was made in the course of or under a contract or subcontract thereunder with the United States Postal Service."

f. Foreign Filing of Patent Applications

- (1) If the supplier acquires greater rights in a subject invention and has filed a United States patent application claiming the invention, the supplier, or any party other than the Postal Service deriving rights from the supplier, has the exclusive rights, subject to the rights of the Postal Service, to file applications on the inventions in each foreign country within:
- (a) Six months from the date a corresponding United States patent application is filed; or
 - (b) Such longer period as the contracting officer may approve.
- (2) The supplier must notify the contracting officer of each foreign application filed and, upon written request of the contracting officer, furnish an English translation of the application and convey to the Postal Service the entire right title and interest in the invention in each foreign country in which an application has not been filed within the time specified in subparagraph f.1. preceding.

g. Withholding Payment

- (1) Final payment under this contract will not be made until the supplier delivers to the contracting officer the reports required by paragraph c above and all information as to subcontracts required by paragraph d above.
- (2) If action is deemed warranted because of the supplier's performance under the Patent Rights clause of this contract or of other Postal Service contracts, the contracting officer may withhold from payment such sum as considered appropriate, not exceeding \$50,000, or ten percent of the amount of this contract, whichever is less, to be held as a reserve until the supplier delivers all the reports, disclosures, and information specified in paragraph c above.

h. Supplier's Request for Greater Rights. The supplier, at the time of first disclosing a subject invention pursuant to paragraph c.1(a) above, but not later than three months thereafter, may submit in writing to the contracting officer a request for rights by license or otherwise in any invention. The contracting officer will review the supplier's request for rights and will notify the supplier whether it is

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granted in whole or in part. Any rights granted the supplier will be subject to, but not necessarily limited to, the provisions of paragraph i following.

i. Reservation of Rights to the Postal Service

(1) If rights in any subject invention are vested in or granted to the supplier, such rights will, as a minimum, be subject to an irrevocable, nonexclusive, and royalty-free license to practice and have practiced the invention throughout the world for Postal Service purposes, including its practice:

(a) In the manufacture, use, and disposition of any article or material;

(b) In the use of any method; or

(c) In the performance of any service, acquired by or for the Postal Service or with funds otherwise derived through the Postal Service.

(2) If rights are vested in the supplier, the supplier agrees to, and grants to the Postal Service the rights to, require the granting of a license to an applicant under any such invention:

(a) On a nonexclusive basis, unless the supplier, a licensee, or an assignee demonstrates to the Postal Service, at its request, that (1) effective steps have been taken within 3 years after a patent issues on the invention to bring the invention to the point of practical application or (2) the invention has been made available for licensing on terms that are reasonable in the circumstances, or can show cause why the title should be retained for a further period of time; or

(b) On terms that are reasonable in the circumstances to the extent that the invention is required for public use by Postal Service regulations or as may be necessary to fulfill health needs, or for other public purposes stipulated in the Schedule of this contract.

j. Right to Disclose Subject Inventions. The Postal Service may duplicate and disclose reports and disclosures of subject inventions required to be furnished by the supplier pursuant to this Patent Rights clause.

k. Forfeiture of Rights in Unreported Subject Inventions. The supplier forfeits to the Postal Service all rights in any subject invention that it fails to report to the contracting officer when or before it:

(1) Files or causes to be filed a United States or foreign application thereon; or

(2) Submits the final report required by c.1(b) above, whichever occurs later, provided, that the supplier will not forfeit rights in a subject invention if:

(a) Contending that the invention is not a subject invention, it nevertheless reports the invention and the facts pertinent to its contention to the contracting officer within the time specified in k.1 or k.2 above; or

(b) It establishes that failure to report was due entirely to causes beyond its control and without its fault or negligence. The supplier is deemed to hold any such forfeited subject invention, and the patent applications and patents pertaining to it, in trust for the Postal Service pending written assignment of the invention. The rights accruing to the Postal Service under this paragraph k are in addition to, and do not supersede, any other rights the Postal Service may have in relation to unreported subject inventions. Nothing contained in this clause may be construed to require the supplier to report any invention that is not in fact a subject invention.

l. Examination of Records Relating to Inventions. The contracting officer, or an authorized representative, until the expiration of 3 years after final payment under this contract, has the right to examine any books, records, documents, and other supporting data of the supplier that the contracting officer or authorized representative reasonably deems directly pertinent to the discovery or identification of subject inventions or to compliance by the supplier with the requirements of this clause.

CLAUSE 8-2 Authorization and Consent (March 2006)

a. Research and Development Work. The Postal Service authorizes and consents to all use and manufacture of any invention covered by a U.S. patent in the performance of research, development, or experimental work called for, or performed as a necessary activity, in the performance of this contract or any subcontract, at any tier.

b. Supplies and Construction. The Postal Service authorizes and consents to all use and manufacture of any invention covered by a U.S. patent in performing this contract or subcontract, at any tier, that is:

(1) Embodied in the structure or composition of any article, the delivery of which is accepted by the Postal Service under this contract; or

(2) Used in machinery, tools, or methods whose use necessarily results from compliance by the supplier or subcontractor with (a) specifications or written provisions forming a part of this contract or (b) specific written instructions given by the contracting officer directing the manner of performance.

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c. Determination of Liability. The liability of the Postal Service for patent infringement or for the unauthorized use of any patent will be determined by the provisions of any patent indemnity clause included in this contract or in any subcontract under this contract (at any tier) and by any indemnification or warranty (express or implied) otherwise provided by the supplier or subcontractor for similar products or services when supplied to commercial buyers.

d. Flowdown. The supplier must include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts under this contract at any tier that are expected to exceed \$50,000.

CLAUSE 8-3 Notice and Assistance Regarding Patent and Copyright Infringement (March 2006)

a. The supplier must report to the contracting officer, in writing, promptly and in reasonable detail, any notice, claim, or suit regarding patent or copyright infringement (or unauthorized use of a patent or copyright) based on performance of this contract.

b. At the contracting officer's request, the supplier must furnish all evidence and information in its possession pertaining to the suit or claim. The evidence and information will be furnished at the expense of the Postal Service except when the supplier has agreed to indemnify the Postal Service.

c. This clause must be included in all subcontracts under this contract, at any tier, over \$50,000.

CLAUSE 8-5 Waiver of Indemnity (March 2006)

a. The Postal Service authorized the making and use, solely in performing the contract, of any invention covered by the below listed patents and waives indemnification by the supplier solely with respect to these patents.

b. The specific patents to which this waiver applies are as follows:

x

CLAUSE 8-8 Additional Data Requirements (March 2006)

a. In addition to the data specified elsewhere in this contract to be delivered, the contracting officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any first generated or produced in the performance of this contract.

b. The Rights in Technical Data and the Rights in Computer Software clauses, or other equivalent data clauses if included in this contract, apply to all data ordered under this Additional Data Requirements clause. Nothing in this clause requires the supplier to deliver any data specifically identified in this contract as not subject to this clause.

c. When data are to be delivered under this clause, the supplier will be compensated for converting the data into the prescribed form for reproduction and delivery.

d. The contracting officer may release the supplier from the requirements of this clause for specifically identified data items at any time during the three-year period set forth in paragraph a above.

CLAUSE 8-10 Rights in Data - Special Works (March 2006)

a. Definition. Works means literary works, including technical reports, studies, and similar documents; musical and dramatic works; and recorded information, regardless of the form or the medium on which it may be recorded. It does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

b. Rights

(1) All works first produced in the performance of this contract are the sole property of the Postal Service. The supplier agrees not to assert or authorize others to assert any rights or establish any claim of copyright in these works.

(2) The supplier assigns all right, title, and interest to the Postal Service in all works first produced in performance of this contract that are not otherwise "works for hire" for the Postal Service under Section 201(b) of Title 17, United States Code. The supplier, unless

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directed otherwise by the contracting officer, must place on all such works delivered under this contract the following notice:

"Copyright (year of delivery) United States Postal Service"

(3) The supplier grants to the Postal Service a royalty-free, nonexclusive, irrevocable license throughout the world to publish, translate, deliver, perform, use, and dispose of in any manner any portion of a work that is not first produced in the performance of this contract but in which copyright is owned by the supplier and that is incorporated in the work finished under this contract, and to authorize others to do so for Postal Service purposes.

(4) Unless the contracting officer's written approval is obtained, the supplier may not include in any works prepared for or delivered to the Postal Service under this contract any works of authorship in which copyright is not owned by the supplier or the Postal Service without acquiring for the Postal Service any right necessary to perfect a license of the scope set forth in subparagraph b.3 above.

(5) Except as otherwise specifically provided for in this contract, the supplier may not use for purposes other than the performance of this contract, or release, reproduce, distribute, or publish, any work first produced in the performance of this contract, or authorize others to do so.

c. Indemnity. The supplier indemnifies the Postal Service (and its officers, agents, and employees acting for the Postal Service) against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, or use of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in these works. These provisions do not apply to material furnished by the Postal Service and incorporated in the works to which this clause applies.

CLAUSE 8-11 Rights in Data - Existing Works (March 2006)

a. Except as otherwise provided in this contract, the supplier grants to the Postal Service, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license to reproduce, prepare derivative works, and perform and display publicly all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

b. The supplier indemnifies the Postal Service, its employees, and its agents against any liability, including costs and fees, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. This paragraph b does not apply unless the Postal Service notifies the supplier as soon as practicable of any claim or suit, affords the supplier an opportunity under applicable laws or regulations to participate in the defense of it, and obtains the supplier's consent to its settlement (which consent may not be unreasonably withheld). These provisions do not apply to material furnished to the supplier by the Postal Service and incorporated in data to which this clause applies.

CLAUSE 8-13 Intellectual Property Rights (March 2006)

All intellectual property rights evolving from studies, reports, or other data delivered under this contract are the sole property of the Postal Service. The supplier agrees to make, execute, and deliver to the Postal Service any papers or other instruments in such terms and contents as may be required for the filing of any required instrument necessary for preserving an intellectual property right and does hereby assign and transfer to the Postal Service the entire right, title, and interest in and to the intellectual property rights. Before final settlement of this contract, a final report must be submitted on Form 7398, Report of Inventions and Subcontracts, or other format acceptable to the contracting officer.

CLAUSE 8-15 Patent Rights - Supplier Retention (March 2006)

a. Definitions

(1) "Subject Invention" means any invention or discovery of the supplier conceived or first actually reduced to practice in the course of or under this contract, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plant, which is or may be patentable under the patent laws of the United States of America or any foreign country.

(2) "Contract" means any contract, agreement, grant, or other arrangement, or subcontract entered into with or for the benefit of the Postal Service where a purpose of the contract is the conduct of experimental, developmental, or research work.

(3) "States and Domestic Municipal Governments" means the states of the United States, the District of Columbia, Puerto Rico, the

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Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.

(4) "To Bring to the Point of Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.

b. Allocation of Principal Rights

(1) The supplier may retain the entire right, title, and interest throughout the world or any country thereof in and to each subject invention disclosed pursuant to paragraph e.2.(a) of this clause, subject to the rights obtained by the Postal Service in paragraph c of this clause. The supplier must include with each subject invention disclosure an election as to whether he will retain the entire right, title, and interest in the invention throughout the world or any country thereof.

(2) Subject to the license specified in paragraph d of this clause, the supplier agrees to convey to the Postal Service, upon request, the entire domestic right, title, and interest in any subject invention when the supplier:

(a) Does not elect under paragraph b.1 of this clause to retain such rights; or

(b) Fails to have a United States patent application filed on the invention in accordance with paragraph j of this clause, or decides not to continue prosecution of such application; or

(c) At any time, no longer desires to retain title.

(3) Subject to the license specified in paragraph d of this clause, the supplier agrees to convey to the Postal Service, upon request, the entire right, title, and interest in any subject invention in any foreign country when the supplier:

(a) Does not elect under paragraph b.1 of this clause to retain such rights in the country; or

(b) Fails to have a patent application filed in the country on the invention in accordance with paragraph k of this clause, or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent, the supplier must notify the contracting officer not less than 60 days before the expiration period for any action required by the foreign patent office.

(4) A conveyance, requested pursuant to paragraph b.2 or b.3 of this clause, must be made by delivering to the contracting officer duly executed instruments (prepared by the Postal Service) and such other papers as are deemed necessary to vest in the Postal Service the entire right, title and interest to enable the Postal Service to apply for and prosecute patent applications covering the invention in this or the foreign country, respectively, or otherwise establish its ownership of such invention.

c. Minimum Rights Acquired by the Postal Service. With respect to each subject invention to which the supplier retains principal or exclusive rights, the supplier:

(1) Hereby grants to the Postal Service a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by or on behalf of the Postal Service;

(2) Agrees to grant to responsible applicants, upon request of the Postal Service, a license on terms that are reasonable under the circumstances;

(a) Unless the supplier, his licensee, or his assignee, demonstrates to the Postal Service that effective steps have been taken within 3 years after a patent issues on such invention to bring the invention to the point of practical application or that the invention has been made available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why the principal or exclusive rights should be retained for a further period of time, or

(b) To the extent that the invention is required for public use by governmental regulations or for other public purposes stipulated in this contract.

(3) Must submit written reports at reasonable intervals, upon request of the Postal Service during the term of the patent on the subject invention regarding:

(a) The commercial use that is being made or is intended to be made of such invention; and

(b) The steps taken by the supplier or his transferee to bring the invention to the point of practical application, or to make the invention available for licensing.

(4) Agrees to arrange, when licensing any subject inventions, to avoid royalty charges on purchases involving the Postal Service and to refund any amounts received as royalty charges on any subject invention in purchases for, or on behalf of, the Postal Service and to provide for such refund in any instrument transferring rights in such invention to any party; and

(5) Agrees to provide for the Postal Service's paid-up license pursuant to paragraph c.1 of this clause in any instrument transferring rights in a subject invention and to provide for the granting of licenses as required by c.2 of this clause, and for the reporting of utilization information as required by paragraph c.3 of this clause whenever the instrument transfers principal or exclusive rights in any subject invention.

(a) Nothing contained in this paragraph c will be deemed to grant to the Postal Service any rights with respect to any invention other than a subject invention.

d. Minimum Rights to the Supplier

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- (1) The supplier reserves a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Postal Service acquires title. The license must extend to the supplier's domestic subsidiaries and affiliates, if any, within the corporate structure of which the supplier is a part and must include the right to grant sublicenses of the same scope to the extent the supplier was legally obligated to do so at the time the contract was awarded. The license must be transferable only with approval of the contracting officer, except when transferred to the successor of that part of the supplier's business to which the invention pertains.
- (2) The supplier's domestic nonexclusive license retained pursuant to paragraph d.1 of this clause may be revoked or modified to the extent necessary to achieve expeditious practical application of the subject invention. The license will not be revoked in that field of use and/or the geographical areas in which the supplier has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The supplier's nonexclusive license in any foreign country reserved pursuant to paragraph d.1 of this clause may be revoked or modified at the discretion of the contracting officer to the extent the supplier or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in such foreign country.
- (3) Before modification or revocation of the license, pursuant to paragraph d.2 of this clause, the supplier will be given written notice of the intent to modify or revoke the license and will be allowed 30 days or such longer period as may be authorized by the contracting officer for good cause shown in writing by the supplier after such notice to show cause why the license should not be modified or revoked. The supplier will have the right to contest any decision concerning the modification or revocation of the license in accordance with the Claims and Disputes clause of this contract.

e. Invention Identification, Disclosures and Reports

- (1) The supplier must establish and maintain active and effective procedures to assure that subject inventions are promptly identified and timely disclosed. These procedures must include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, suppliers must furnish contracting officers a description of such procedures so that they may evaluate and determine their effectiveness.
- (2) The supplier must furnish the contracting officer:
 - (a) A complete technical disclosure for each subject invention, within six months after conception or first actual reduction to practice, whichever occurs first in the course of or under the contract, but in any event prior to any on sale, public use, or publication of such invention known to the supplier. The disclosure must identify the contract and inventor(s) and be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains, a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;
 - (b) Interim reports, preferably on PS Form 882, at least every twelve months from the date of the contract listing subject inventions during that period and certifying that:
 - (i) The supplier's procedures for identifying and disclosing subject inventions as required by this paragraph e have been followed throughout the reporting period; and
 - (ii) All subject inventions have been disclosed or that there are no such inventions; and
 - (c) A final report, preferably on PS Form 882, within three months after completion of the contract work, listing all subject inventions or certifying that there were no such inventions.
- (3) The supplier must obtain patent agreements to effectuate the provisions of this clause from all persons in his employ who perform any part of the work under this contract except nontechnical personnel, such as clerical and manual labor personnel.
- (4) The supplier agrees that the Postal Service may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

f. Forfeiture of Rights in Unreported Subject Inventions

- (1) The supplier must forfeit to the Postal Service all rights in any subject invention which he fails to disclose to the contracting officer within six months after the time he:
 - (a) Files or causes to be filed a United States or foreign application thereon, or
 - (b) Submits the final report required by paragraph e.2.(c) of this clause.
- (2) However, the supplier must not forfeit rights in a subject invention if, within the time specified in 1.(a) or 1.(b) of this paragraph f, the supplier:
 - (a) Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the contract; or
 - (b) Contending that the invention is not a subject invention, he nevertheless discloses the invention and all facts pertinent to his contention to the contracting officer; or
 - (c) Establishes that the failure to disclose did not result from his fault or negligence.

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(3) Pending written assignment of the patent applications and patents on a subject invention determined by the contracting officer to be forfeited (such determination to be a final decision under the Claims and Disputes clause), the supplier will be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Postal Service. The forfeiture provision of this paragraph f will be in addition to and must not supersede other rights and remedies which the Postal Service may have with respect to subject inventions.

g. Examination of Records Relating to Inventions

(1) The contracting officer or his authorized representative will, until the expiration of 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data of the supplier which the contracting officer reasonably deems pertinent to the discovery or identification of subject inventions or to determine compliance with the requirements of this clause.

(2) The contracting officer or his authorized representative will have the right to examine all books (including laboratory notebooks), records, and documents of the supplier relating to the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract, to determine whether any such inventions are subject inventions if the supplier refuses or fails to:

(a) Establish the procedures of paragraph e.1 of this clause; or

(b) Maintain and follow such procedures; or

(c) Correct or eliminate any material deficiency in the procedures within 30 days after the contracting officer notifies the supplier of such a deficiency.

h. Withholding of Payment (Not Applicable to Subcontracts)

(1) Any time before final payment of the amount of this contract, the contracting officer may, if he deems such action warranted, withhold payment until a reserve not exceeding \$50,000 or five percent of the amount of this contract, whichever is less, will have been set aside if in his opinion the supplier fails to:

(a) Establish, maintain and follow effective procedures for identifying and disclosing subject inventions pursuant to paragraph e.1 of this clause; or

(b) Disclose any subject invention pursuant to paragraph e.2.(a) of this clause; or

(c) Deliver acceptable interim reports pursuant to paragraph e.2.(b) of this clause; or

(d) Provide the information regarding subcontracts pursuant to paragraph i.5 of this clause.

(2) Such reserve or balance will be withheld until the contracting officer has determined that the supplier has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract will not be made before the supplier delivers to the contracting officer all disclosures of subject inventions required by paragraph e.2.(a) of this clause, an acceptable final report pursuant to e.2.(c) of this clause and all past due confirmatory instruments.

(4) The contracting officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the supplier is a nonprofit organization, the maximum amount that may be withheld under this paragraph will not exceed \$50,000 or one percent of the amount of this contract, whichever is less. No amount will be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or subsequent payment thereof will not be construed as a waiver of any rights accruing to the government under this contract.

i. Subcontracts

(1) For the purpose of this paragraph, the term "supplier" means the party awarding a subcontract and the term "subcontractor" means the party being awarded a subcontract, regardless of tier.

(2) The supplier must include this patent rights clause in every subcontract hereunder having as a purpose the conduct of experimental, developmental, or research work, unless directed by the contracting officer to include another particular clause. In the event of a refusal by a subcontractor to accept such clause, the supplier:

(a) Must promptly submit a written notice to the contracting officer setting forth the subcontractor's reasons for such refusal and other pertinent information which may expedite disposition of the matter; and

(b) Must not proceed with the subcontract without the written authorization of the contracting officer.

(3) The supplier must not, in any subcontract or by using a subcontract as consideration therefore, acquire any rights in his subcontractor's subject invention for his own use (as distinguished from such rights as may be required solely to fulfill his contract obligations to the Postal Service in the performance of this contract).

(4) All invention disclosures, reports, instruments, and other information required to be furnished by the subcontractor to the contracting officer under the provisions of a patent rights clause in any subcontract hereunder may, at the discretion of the contracting officer, be furnished to the supplier for transmission to the contracting officer.

(5) The supplier must promptly notify the contracting officer in writing upon the award of any subcontract containing a patent rights

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clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the contracting officer, the supplier must furnish a copy of the subcontract. If there are no subcontracts containing patent rights clauses, a negative report must be included in the final report submitted pursuant to paragraph e.2.(c) of this clause.

(6) The supplier must identify all subject inventions of the subcontractor of which he acquires knowledge in the performance of this contract and must notify the contracting officer promptly upon the identification of the inventions.

(7) It is understood that the Postal Service is a third party beneficiary of any subcontract clause granting rights to the Postal Service subject inventions, and the supplier hereby assigns to the Postal Service all rights that he would have to enforce the subcontractor's obligations for the benefit of the Postal Service with respect to subject inventions. The supplier will not be obligated to enforce the agreements of any subcontractor hereunder relating to the obligations of the subcontractor to the Postal Service in regard to subject inventions.

j. Filing of Domestic Patent Applications

(1) With respect to each subject invention in which the supplier elects to retain domestic rights pursuant to paragraph b of this clause, the supplier must have a domestic patent application filed within six months after submission of the invention disclosure pursuant to paragraph e.2.(a) of this clause, or such longer period as may be approved in writing by the contracting officer for good cause shown in writing by the supplier. With respect to such invention, the supplier must promptly notify the contracting officer of any decision not to file an application.

(2) For each subject invention on which a patent application is filed by or on behalf of the supplier, the supplier must:

(a) Within two months after such filing, or within two months after submission of the invention disclosure if the patent application previously has been filed, deliver to the contracting officer a copy of the application As filed, including the filing date and serial number;

(b) Include the following statement in the second paragraph of the specification of the application and any patents issued on the subject invention:

"The U.S. Postal Service has rights in this invention pursuant to Contract No. **(TO BE DETERMINED)**

(c) Within six months after filing the application, or within six months after submitting the invention disclosure if the application has been filed previously, deliver to the contracting officer a duly executed and approved instrument on a form specified by the contracting officer fully confirmatory of all rights to which the Postal Service is entitled, and provide the Postal Service an irrevocable power to inspect and make copies of the patent application file;

(d) Provide the contracting officer with a copy of the patent within two months after a patent issues on the application; and

(e) Not less than 30 days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the contracting officer of any decision not to continue prosecution of the application and deliver to the contracting officer executed instruments granting the government a power of attorney.

(3) For each subject invention in which the supplier initially elects not to retain principal domestic rights, the supplier must inform the contracting officer promptly in writing of the date and identity of any on sale, public use, or publication of such invention which may constitute a statutory bar under 35 U.S.C. 102, which was authorized by or known to the supplier, or any contemplated action of this nature.

k. Filing of Foreign Patent Applications

(1) With respect to each subject invention in which the supplier elects to retain principal rights in a foreign country pursuant to paragraph b.1 of this clause, the supplier must have a patent application filed on the invention in such country, in accordance with applicable statutes and regulations, and within one of the following periods:

(a) Eight months from the date of a corresponding United States application filed by or on behalf of the supplier, or if such an application is not filed, six months from the date the invention is submitted in a disclosure pursuant to paragraph e.2.(a) of this clause;

(b) Six months from the date a license is granted by the Commissioner of Patents and Trademarks to file foreign applications when such filing has been prohibited by security reasons; or

(c) Such longer period as may be approved in writing by the contracting officer.

(2) The supplier must notify the contracting officer promptly of each foreign application filed and, upon written request, must furnish an English version of such foreign application without additional compensation.

CLAUSE 8-16 Postal Service Title in Technical Data and Computer Software (March 2006)

a. Definitions

(1) Data. Data means technical data including drawings, technical reports, studies, and similar documents; computer software and

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computer software documentation, including but not limited to source code, object code, algorithms, formulas, and, other data that describe design, function, operation, or capabilities, and other recorded information, regardless of the form or the medium on which it may be recorded. It does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(2) Form, Fit, and Function Data. Data relating to an item or process that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software, it means data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.

(3) Limited Rights Data. Data other than computer software developed at private expense, including minor modifications of these data.

(4) Technical Data. Data other than computer software, of a scientific or technical nature.

(5) Restricted Computer Software. Computer software developed at private expense that is a trade secret, is commercial or financial and confidential or privileged, or is published copyrighted computer software, including minor modifications of this computer software.

(6) Restricted Rights. The rights of the Postal Service in restricted computer software, as set forth in a Restricted Rights Notice as provided in paragraph h below, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract.

(7) Unlimited Rights. The rights of the Postal Service in technical data and computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Rights

(1) The Postal Service has title to all data first produced in the performance of this contract. Accordingly, the supplier assigns all rights, title, and interest to the Postal Service in all data first produced in performance of this contract. The supplier, unless directed otherwise by the contracting officer, must place on all such data delivered under this contract the following notice:

"This data is the confidential property of the U.S. Postal Service and may not be used, released, reproduced, distributed or published without the express written permission of the U.S. Postal Service."

(2) The supplier grants to the Postal Service a royalty-free, nonexclusive, irrevocable license throughout the world to publish, translate, deliver, perform, use, and dispose of in any manner any portion of data that is not first produced in the performance of this contract but in which copyright is owned by the supplier and that is incorporated in the data furnished under this contract, and to authorize others to do so for Postal Service purposes.

(3) Unless the contracting officer's written approval is obtained, the supplier may not include in any data prepared for or delivered to the Postal Service under this contract any data which is not owned by the supplier or the Postal Service without acquiring for the Postal Service any right necessary to perfect a license of the scope set forth in subparagraph b.2.

c. Indemnity. The supplier indemnifies the Postal Service (and its officers, agents, and employees acting for the Postal Service) against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, or use of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in these works. This provision does not apply to material furnished by the Postal Service and incorporated in the works to which this clause applies.

d. Additional Rights in Technical Data

(1) Except as provided in paragraph b, the Postal Service has unlimited rights in:

(a) Form fit, and function data, including such data developed at private expense, delivered under this contract, and
(b) Technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract.

(2) Copyright

(a) The contracting officer may direct the supplier to establish, or authorize the establishment of, claim to copyright in the technical data and to assign, or obtain the written assignment of, the copyright to the Postal Service or its designated assignee.

(b) The supplier may not, without prior written permission of the contracting officer, incorporate in technical data delivered under this contract any data not first produced in the performance of this contract containing the copyright notice of 176 U.S.C. 401 or 402, unless the supplier identifies the data and grants to the Postal Service, or acquires on its behalf at no cost to the Postal Service, a paid-up, nonexclusive, irrevocable worldwide license in such copyright data to reproduce, prepare derivative works, distribute copies to the public, and perform and display the data publicly.

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(c) The Postal Service agrees not to remove any copyright notices placed on data pursuant to this section d, and to include such notices on all reproductions of the data.

e. Release, Publication, and Use of Technical Data and Computer Software

(1) Unless prior written permission is obtained from the contracting officer or to the extent expressly set forth in this contract, the supplier will not use, release to others, reproduce, distribute, or publish any technical data or computer software first produced by the supplier in the performance of the contract.

(2) The supplier agrees that if it receives or is given access to data or software necessary for the performance of this contract that contain restrictive markings, the supplier will treat the data or software in accordance with the markings unless otherwise specifically authorized in writing by the contracting officer.

f. Unauthorized Marking of Data or Computer Software

(1) If any technical data or computer software delivered under this contract are marked with the notice specified in paragraph h and the use of such a notice is not authorized by this clause, or if the data or computer software bear any other unauthorized restrictive markings, the contracting officer may at any time either return the data or software or cancel the markings. The contracting officer must afford the supplier at least 30 days to provide a written justification to substantiate the propriety of the markings. Failure of the supplier to timely respond, or to provide written justification, may result in the cancellation of the markings. The contracting officer must consider any written justification by the supplier and notify the supplier if the markings are determined to be authorized.

(2) The foregoing procedures may be modified in accordance with Postal Service regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder. In addition, the supplier is not precluded from bringing a claim in connection with any dispute that may arise as the result of the Postal Service's action to remove any markings on data or computer software, unless this action occurs as the result of a final disposition of the matter by a court of competent jurisdiction.

g. Omitted or Incorrect Markings

(1) Technical data or computer software delivered to the Postal Service without the limited rights notice or restricted notice authorized by paragraph h, or the data rights notice required by paragraph b, will be deemed to have been furnished with unlimited rights, and the Postal Service assumes no liability for the disclosure, use, or reproduction of such data or computer software. However, to the extent the data or software have not been disclosed outside the Postal Service, the supplier may request, within six months (or a longer time approved by the contracting officer) after delivery of the data or software, permission to have notices placed on qualifying technical data or computer software at the supplier's expense, and the contracting officer may agree to do so if the supplier:

(a) Identifies the technical data or computer software to which the omitted notice is to be applied;

(b) Demonstrates that the omission of the notice was inadvertent;

(c) Establishes that the use of the proposed notice is authorized; and

(d) Acknowledges that the Postal Service has no liability with respect to the disclosure, use, or reproduction of any such data or software made before the addition of the notice or resulting from the omission of the notice.

(2) The contracting officer may also (a) permit correction of incorrect notices, at the supplier's expense, if the supplier identifies the technical data or computer software on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (b) correct any incorrect notices.

h. Protection of Rights

(1) Protection of Limited Rights Data. When technical data other than data listed in section d, above, are specified to be delivered under this contract and qualify as limited rights data, if the supplier desires to continue protection of such data, the supplier must affix the following "Limited Rights Notice" to the data, and the Postal Service will thereafter treat the data, subject to paragraphs f and g above, in accordance with the Notice:

"LIMITED RIGHTS NOTICE

These technical data are submitted with limited rights under Postal Service Contract No.

(To Be Determined) (and subcontract if appropriate). These data may be reproduced and used by the Postal Service with the express limitation that they will not, without written permission of the supplier, be used for purposes of manufacture or disclosed outside the Postal Service; except that the Postal Service may disclose these data outside the Postal Service for the following purposes, provided that the Postal Service makes such disclosure subject to prohibition against further use and disclosure:

1. Use (except for manufacture) by support service suppliers.

2. Evaluation by Postal Service evaluators.

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3. Use (except for manufacture) by other suppliers participating in the Postal Service's program of which the specific contract is a part, for information and in connection with the work performed under each contract.

4. Emergency repair or overhaul work.

This Notice must be marked on any reproduction of these data, in whole or in part."

(2) Protection of Restricted Computer Software

(a) When computer software is specified to be delivered under this contract and qualifies as restricted computer software, if the supplier desires to continue protection of such computer software, the supplier must affix the following "Restricted Rights Notice" to the computer software, and the Postal Service will thereafter treat the computer software, subject to paragraphs f and g above, in accordance with the Notice:

"RESTRICTED RIGHTS NOTICE

a. This computer software is submitted with restricted rights under Postal Service Contract No. x (and subcontract x, if appropriate). It may not be used, reproduced, or disclosed by the Postal Service except as provided below or as otherwise stated in the contract.

b. This computer software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any Postal Service installation to which the computer or computers may be transferred;

2. Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

3. Reproduced for safekeeping (archives) or backup purposes;

4. Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of any derivative software incorporating restricted computer software are made subject to the same restricted rights;

5. Disclosed to and reproduced for use by support service suppliers in accordance with 1 through 4 above, provided the Postal Service makes such disclosure or reproduction subject to these restricted rights; and

6. Used or copied for use in or transferred to a replacement computer.

c. Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Postal Service, without disclosure prohibitions, with the minimum rights set forth in the preceding paragraph.

d. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

e. This Notice must be marked on any reproduction of this computer software, in whole or in part."

(b) When it is impracticable to include the above Notice on restricted computer software, the following short-form Notice may be used instead, on condition that the Postal Service's rights with respect to such computer software will be as specified in the above Notice unless otherwise expressly stated in the contract.

"RESTRICTED RIGHTS NOTICE (SHORT FORM)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract _____, if appropriate) with _____ (name of supplier and subcontractor)."

i. Subcontracting. The supplier has the responsibility to obtain from its subcontractors all computer software and technical data and the rights therein necessary to fulfill the supplier's obligations under this contract. If a subcontractor refuses to accept terms affording the Postal Service such rights, the supplier must promptly bring such refusal to the attention of the contracting officer and may not

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proceed with subcontract award without further authorization.

j. Standard Commercial License or Lease Agreements. The supplier unconditionally accepts the terms and conditions of this clause unless expressly provided otherwise in this contract or in a collateral agreement incorporated in and made part of this contract. Thus the supplier agrees that, notwithstanding any provisions to the contrary contained in the supplier's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such agreement has been proposed before or after issuance of this contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, the Postal Service has the rights set forth in this clause to use, duplicate, or disclose any restricted computer software delivered under this contract.

k. Relationship to Patents. Nothing contained in this clause implies a license to the Postal Service under any patent or may be construed as affecting the scope of any license or other right otherwise granted to the Postal Service.

CLAUSE 9-1 Convict Labor (March 2006)

In connection with the work under this contract, the supplier agrees not to employ any person undergoing sentence of imprisonment, except as provided by E.O. 11755, December 28, 1973, as amended and 18 USC 3621 and 3622.

CLAUSE 9-4 Compliance by States with Labor Standards (March 2006)

a. The supplier agrees to comply with the Contract Work Hours and Safety Standards Act - Overtime Compensation and Davis-Bacon Act clauses of this contract, to provide for similar compliance in subcontracts with states or political subdivisions thereof, and to insert the clauses in all subcontracts with private persons or firms.

CLAUSE 9-7 Equal Opportunity (March 2006)

a. The supplier may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The supplier agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.

b. The supplier must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.

c. The supplier must send to each union or workers' representative with which the supplier has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the supplier's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

d. The supplier must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The supplier must furnish all information and reports required by the Executive Order, and by the rules, regulations, and orders of the Secretary, and must permit access to the supplier's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

f. If the supplier fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the supplier may be declared ineligible for further contracts in accordance with the Executive Order; and other sanctions may be imposed and remedies invoked under the Executive Order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.

g. The supplier must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive Order. The supplier must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the supplier becomes involved in, or is

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threatened with, litigation as a result, the supplier may request the Postal Service to enter into the litigation to protect the interest of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

CLAUSE 9-9 Equal Opportunity Preaward Compliance of Subcontracts (March 2006)

The supplier may not enter into a first-tier subcontract for an estimated or actual amount of \$10 million or more without obtaining in writing from the contracting officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore eligible for award.

CLAUSE 9-13 Affirmative Action for Handicapped Workers (March 2006)

a. The supplier may not discriminate against any employee or applicant because of physical or mental handicap, in regard to any position for which the employee or applicant is qualified. The supplier agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The supplier agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

c. In the event of the supplier's noncompliance with this clause, action may be taken in accordance with the rules and regulations and relevant orders of the Secretary of Labor.

d. The supplier agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the supplier's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants, and the rights of applicants and employees.

e. The supplier must notify each union or worker's representative with which it has a collective bargaining agreement or other understanding that the supplier is bound by the terms of section 503 of the Act and is committed to taking affirmative action to employ, and advance in employment, handicapped individuals.

f. The supplier must include this clause in every subcontract or purchase order over \$2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its provisions will be binding upon each subcontractor or vendor. The supplier must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce these provisions, including action for noncompliance.

CLAUSE 9-14 Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)

a. The supplier must comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

b. The supplier may not discriminate against any employee or applicant because that employee or applicant is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, in regard to any position for which the employee or applicant is qualified. The supplier agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination in all employment practices, such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

c. The supplier agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the supplier other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the state employment service where the opening occurs. State and local

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government agencies holding Postal Service contracts of \$100,000 or more will also list their openings with the appropriate office of the state employment service.

d. Listing of employment openings with the employment service system will be made at least concurrently with the use of any recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the supplier from any other requirements regarding nondiscrimination in employment.

e. Whenever the supplier becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. The supplier may advise the state system when it is no longer bound by this clause.

f. Paragraphs c, d, and e above do not apply to openings the supplier proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the supplier decides to consider applicants outside its own organization or employer/union arrangements for that opening.

g. Definitions:

(1) All Employment Openings - This includes all positions except executive and top management, those positions that will be filled from within the supplier's organization, and positions lasting 3 days or less. This also includes full-time employment, temporary employment of more than 3 days duration, and part time employment. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when listing would not be in the best interest of the Postal Service.

(2) Appropriate Office of the State Employment Service - This means the local office of the federal/state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

(3) Positions That Will Be Filled From Within the Supplier's Own Organization - This means employment openings for which no consideration will be given to persons outside the supplier's organization (including any affiliates, subsidiaries and parent companies) and includes any openings which the supplier proposes to fill from regularly established recall lists.

(4) Openings the Supplier Proposes to Fill Under a Customary and Traditional Employer/Union Hiring Arrangement - Employment openings the supplier proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.

(5) Special Disabled Veterans:

(a) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability:

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(b) A person who was discharged or released from active duty because of a service-connected disability.

(6) Veteran of the Vietnam Era:

(a) A veteran who served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred:

(i) In the Republic Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(b) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed: (i) In the Republic Vietnam between February 28, 1961 and May 7, 1975; or

(ii) Between August 5, 1964 and May 7, 1975, in all other cases.







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- (7) Other Eligible Veteran - Any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.
- h. The supplier agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- i. The supplier must include this clause in every subcontract or purchase order of \$100,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The supplier must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce these provisions, including action for noncompliance.
- j. The supplier agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the supplier's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.
- k. The supplier must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the supplier is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

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PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LISTING

<u>Attachment #</u>	<u>No of Pages</u>	<u>Attachment Title</u>
1	1	Questionnaire 1 – Indoor Parcel Lockers, page 57
2	6	Questionnaire 2 –Locks and Keys, pages 58-63
3	1	Attachment 3 – USPS eSourcing Request for Proposal (RFP), page 64
4	1	Attachment 4- Proposal Submission Instructions, pages 65-66
5	8	Attachment 5 – PS 7321  PS 7321.xls
6	21	SOO- Statement of Objectives USPS –L-095F, Specifications  USPS-L-1095 9272013 FINAL.pdf
7	29	Attachment 7- Supplier EDI Interface Guide  Attachment 7-EDI Supplier Interface Gu
8	8	Attachment 8 - EDI Technical Proposal Questions  Attachment 8 - EDI Technical Prop Quest
9	1	Items and Prices  Items and Prices.xlsx
10	2	PS 8203, Order/Solicitation/Offer/Award  PS 8203 - Order_Sol_Offer_Aw:

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Attachment 1 – Questionnaire 1
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Responses to be submitted electronically via **USPS eSourcing**, Hard **Copy** and **CD/DVD** see (**Attachment 4 for complete details**)

1. Please provide your company background including size, history, organizational structure, affiliated companies, and scope of operations, financial strength, and product line offerings.
2. What are your company's mission and/or credo objectives? What are your goals and objectives as a company?
3. What distinguishes your company in this industry?
4. What are the advantages of your products? Please explain in terms of time, money and services to our locations.
5. How do you measure your company's performance in your industry?
8. When your company encounters any product related shortage how is it managed and how will it affect the USPS if we are under a supply contract? Please address your company's risk mitigation plans.
9. Does your company have or is your company planning to get ISO certifications such as ISO 9000/9001 Quality Management Standards, ISO 31000 - Risk Management Standard, and/ or ISO 14000-Environmental Systems Management, or other ISO certifications?
11. Does your company have an environmental policy and if yes, please provide.
12. What Sustainability solutions are offered by your company?
13. What is your company's policy in regard to recycling?
14. How will your company assist the USPS in its goal of sustainable development including waste reduction and recycle programs?
15. Describe your company's commitment to innovation. Specifically, how will your company help the Postal Service by introducing new technologies or enhance our processes and optimize our total cost of ownership.
16. Describe your current subcontracting plan performance with small, minority and woman owned businesses and your plans to expand same performance.
17. Describe a volume growth incentive your company can offer.
18. Describe a summary staffing plan supporting our sites, regions, etc. Include the number of customer service, sales and technical personnel dedicated to our account.
19. Provide company names and references for your three largest customers.
20. After approval of First Articles, describe/provide your production timeline for the minimum quantities detailed in **Attachment 9**, Items and Prices.

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Attachment 2 – Questionnaire 2

1.0 Headquarters (Office) Location Profile				
Company Name				
Address 1				
Address 2				
City	State		Zip Code	
Company Website				
DUN and Bradstreet No.				
What are the Principal Products and or services offered by your company?	1.			
	2.			
	3.			
Primary Contact Name				
Primary Contact Title				
Telephone Number	Ext		Cell Number	
Fax Number	Email Address			

2.0 Manufacturing/Service Location Profile: Same as above (Yes/No) _____ If yes, do not complete 2.0. Proceed to 2.A.				
Company Name				
Address 1				
Address 2				
City	State		Zip Code	
Primary Contact Name				
Primary Contact Title				
Telephone Number	Ext		Cell Number	
Fax Number	Email Address			

2. A Please use Additional sheets if necessary and mark as 2.A - Q#

1. What is/are your company's mission statement and/or credo objectives?				
2. What are your goals and objectives as a company?				
3. What distinguishes your company's performance in your industry? How do you measure your company's performance in your industry?				
4. Describe volume growth incentive your company can offer.				
5. Is your company ISO certified? if yes, please answer next question				
6. Please list your ISO certifications, if any. If none, type N/A on the blanks.	1.	2	3	

3.0 Management and Personnel				
3.1 Provide Organizational Chart and place under Section I. Provide information for owners, or officers of company. Use additional sheets if necessary.				
Title	Name	Years With Company	Phone Number	Ext

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3.2 Primary and Alternate Contacts				
Title	Name	Email	Phone Number	Ext

3.3 If applicable, please list all Professional “Certifications” held by an employee/s/ Examples: CPM, Certified Quality Auditor, etc.

Employee Name	Certification and Years

3.4 If applicable, list all awards received by your Company for the last five (5) years. If none, type N/A.

1.				
2.				
3.				
4.				

3.5 If applicable, please list the names and addresses of key suppliers (second tier) that the company will receive products or services from?

1.				
2.				
3.				

4.0 Major Customers			
4.1 List at least three of your largest customers.			
	Company Name	Contact Name	Phone#
1.			
2.			
3.			

5.0 General Business-Please provide more information about your company.		
5.1 More Company Information, sales, performance, etc.		
How long (years) has the company been in in business?		
What are the total annual Sales of the company?		
What percentage of annual sales is International?		
What percentage of materials or components is from international sources?		
What percentage of labor is contracted to international sources?		
5.2	<i>Put a check mark in the corresponding column:</i>	YES NO
Does the company maintain metrics and measure their performance?		
Does the company measure their vendors/supplier’s performance?		
Does the company share their cost structure with their customers?		
Does the company have an established/documented record retention policy?		
Does the company have an established/documented training program?		
Does the company have an established/documented record safety program?		
5.3 Does the company have documented business plan outlining key measurements, objectives and business strategies? If yes, please describe. If no, type N/A.		
5.4 Does the company have a “Major” program planned or in progress? If so, please explain.		

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5.5 Check all that apply to the Company's Business Classification:			
Outside US		Disadvantaged Business	
Located in a Labor Surplus Area		Privately Owned	
Small Business		Publicly Owned	
Woman Owned		Minority Owned	
5.6 Are Safety Meetings held regularly?	If so, How often? _____		
5.7 Does the company have an established/documentated process that assigns responsibility for responding to customer complaints in a timely manner?	What is the Response time?		

6.0 Communication/Electronic Data Interchange (EDI): Refer to Attachment 7- Supplier Interface Guide for EDI Requirements.			
6.1 Please choose appropriate answer, "Yes" or "No"	YES	NO	
Does the company use email for business communications?			
Does the company use EFT (Electronic Fund Transfer)?			
Does the company have a dedicated full time IT systems Manager and staff?			

6.2 Does the company use EDI (Electronic Data Interchange)? If so, what system are you using?		
6.3 Does the company use a Windows Operating System? If not, what system are you using?		

7.0 Current and Past Performance			
7.1 Please list current and past customers.			
	Company Name	Contract Amount	Contact Name
Current			
Current			
Current			
Past			
Past			
7.2 Describe your company's experience in providing goods and services that are similar to those currently being solicited.			

8.0 Production Capability			
		Yes	No
8.1 Does your company have adequate facilities, equipment, and competent personnel to manufacture the Parcel Lockers?			

8.2 Facilities	Type Response below:	Employee Staffing	# of Employees
Number of Locations		Administration	
Number of Buildings		Engineering	
Total SQ. FT.		Production	
Administration		Quality	
Manufacturing		Manufacturing	
Warehousing		Other	
Hours per Shift			
Number of Shifts			
Days Per Week			

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8.3 What is the company's production rate today, as a percentage (%) of capacity?	
8.4 Does the company have minimum run quantities or run times?	Yes_ No_ If so, explain.
8.5 What process/item paces production?	Explain.
8.6 List any new equipment and/or technologies acquired in the last five (5) years.	
Year Acquired	Name of Equipment/Technology
	Use/Advantage/Benefit to the Project

9.0 Quality Management System Profile	
9.1 Quality Manual, ISO Certification	
Date and Revision Level of Quality Manual	
Quality System Model (ISO, QS 9000, Etc.)	
Quality System Certification (Yes/ No)	
Certificate Number	
Initial Date of Certification	
Re-Certification Due Date	
Third Party Registrar	

9.2 "Yes" or "No"	Yes	No
Does the company have established/ documented procedures for corrective action and root cause analysis?		
Does the company have established/ documented procedures for calibrating measurement and test equipment?		
Does the company have established/ documented procedures for managing the supply chain? (Vendor Qualification, Quality Audits, etc.)		
Does the company maintain records of all inspections and tests?		

9.3 Describe company's commitment to supply chain cost reduction and continuous improvements.
9.4 Describe any quality awards or certifications received within the last three years that indicate you possess a high quality process for providing service. Identify what segment of the company received the award or certification and describe when the award or certification was granted.
9.5 Does your company have a Disaster Recovery Plan? If so, please describe.
9.6 Describe the equipment, technical expertise, production and quality controls that would be employed to produce the quality and quantity of items required for this award.

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10.0 Engineering and Design Capabilities			
10.1 Engineering and Design Capabilities		Yes	No
Does the company employ on-site engineering capability?			
Does the company have standard procedures for analyzing and reviewing design changes?			
Does the company maintain on-site testing capability?			
Does the company have established/documented procedures for issuing authorized drawings and engineering change notices?			
10.2 List of Engineers	Qualifications	Experience	

11.0 Required Documentation Checklist - The following documents should be provided along with the completed survey. Financial information must be submitted in US Dollars.			
1	Brief History of the company, bio and qualifications of officers and contact persons referenced above and primary business operations.		
2	Quality Systems Manual (Electronic Copy- MS Word or PDF Format)		
3	Copy of Balance Sheet (Last two (2) fiscal years)		
4	Copy of Income Statement		
5	Organizational Chart		
6	Bank Reference		
	Bank Name	Contact Name	Title

12.0 Sustainability/Recycling/Innovation
12.1 What is your company's environmental policy?
12.2 What sustainability solutions are offered by your company?
12.3 What is your company's policy regarding recycling?
12.4 How will your company assist USPS in its goal of sustainable development including waste reduction and recycling programs?
12.5 Describe your company's commitment to innovation. Specifically, how will your company help the US Postal Service by introducing new technologies or enhance our processes and optimize our total cost of ownership.
12.6 Are there any outstanding environmental complaints against this facility or company? If yes, please explain in the comment section.
12.7 Are there any outstanding OSHA complaints or issues against this facility or company? If yes, please explain in the comment section.

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13.0 Supplier Diversity and Sub-contractors			
13.1 Describe your firm's diversity and subcontracting opportunity programs.			
13.2 If any subcontracting is planned to meet the requirements of this solicitation, describe your plans related to using small, minority or women-owned businesses.			
13.3 What percentage of the company's current business is subcontracted to Minority owned, small business or Woman Owned suppliers? If Not Applicable, enter 0.00	Small Business	Minority Owned	Woman Owned
	%	%	%
13.4 Identify any work that may be sub-contracted. Explain how you will manage sub-contractors.			

I certify to the best of my knowledge and belief that the information included here-in is true and valid.

Printed Name

Title

Signature

Date

Attachment 3
USPS eSourcing -Request for Proposal (RFP)

During the Request for Proposal (RFP), offerors may update their Bids after having been submitted, as long as the RFP has not closed. Once updated, you will have the ability to review and compare a history of your bids. This reverse auction shall constitute discussions with the offerors. Offerors must submit via email to the Contracting Officer, their final written price proposal that supports their closing revised bid.

USPS reserves the right to suspend or cancel the RFP at any time. The RFP bidding period will be set by the USPS and sent via email to offerors. Electronic pricing shall be submitted by offerors during this period.

Any offeror experiencing difficulties during the RFP must call 1-888-791-3069 or notify EmptorisSupport@us.ibm.com immediately. "Difficulties" include any event or problem, which interferes with the offerors ability to participate in the RFP, may include, but is not limited to: data entry errors, software problems, or hardware problems. If the US Postal Service judges that any offeror has been disadvantaged by a problem, they may direct EmptorisSupport@us.ibm.com to address the problem and return the RFP to "Open" status.

Submission of a proposal by the offeror will be considered certification by the offeror that the only known disclosure by the offeror of its prices to any other offeror will be during the RFP. The offeror further certifies that disclosure by the offeror of its prices during the RFP shall not be for the purposes of restricting competition.

The USPS reserves the right not to make any selection if the combined price and technical evaluations do not provide the best value to the Postal Service. All offerors wishing to do business with the USPS are expected to comply with the requirements associated with the project.

Request for Proposal (RFP) Rules

Only qualified offerors will be permitted to submit electronic quotes through the Request for Proposal (RFP). Quotes that offerors submitted are legally binding quotations without qualification. Quotes may not be cancelled or withdrawn except for data entry errors. Offerors must submit their quotes through the online bidding mechanism supplied by [USPS eSourcing](#) in addition to other mechanisms including but not limited to hard copy and DVD/CD.

All technical questions, site navigation questions, and [USPS eSourcing](#) training questions should be directed to EmptorisSupport@us.ibm.com or call 1888-791-3069.

Attachment 4 Proposal Submission Instructions

Offerors must submit proposals in the required format by the due date and with the required number of copies. Once complete, return entire solicitation and copies of your proposal to the issuing office listed in block #9 (PS Form 8203) by close of business **Friday, 11-22-2013**. All questions must be answered in detail despite the appearance of redundancy.

Offerors must submit their proposals 3 ways.

1. **USPS eSourcing** – Technical and Price proposals will be collected through this USPS eSourcing tool. All offers must be submitted into the eSourcing portal during the event open session. Responses must be submitted in eSourcing no later than **COB 11/22/2013, 1700 EST**.

USPS Supplier Registration

The U.S. Postal Service requires suppliers to register their organization to be able to submit proposals through the eSourcing application. Suppliers should first register on FEDBIZOPPS (<http://www.fedbizopps.gov/>) to be aware of posted solicitations as well as the notice of intent to post solicitations. Following that process, suppliers must then register their organization on the U.S. Postal Service's eSourcing site (uspsesourcing.emptoris.com). After completing the eSourcing registration process, USPS will review the registration entry for completeness and accuracy. Once the entry is reviewed and approved, the supplier will be notified of their log-in credentials so they may participate in upcoming events for which they are interested. Access the [supplier registration guide](#) to review the process. Contact EmptorisSupport@us.ibm.com via email or call 1-888-791-3069 for technical issues.

2. **Hard Copy** – See [Instruction 1](#)
3. **DVD** (Digital Versatile Disc) or **CD** – See [Instruction 2](#)

Instruction 1 Hard Copy

- I. **Attachment 9, Items and Prices, must be submitted in a sealed envelope and taped to the front of each Binder.**
- II. Offeror must provide an index of its proposal and an overview describing its understanding of the requirements, as well as any subcontractor(s) that are being proposed. The overview should highlight the features that the offeror believes makes its proposal superior to its competition.
- III. **One (1) original and five (5) copies** of the proposal must be submitted in a 3-ring binder. Proposals must be typewritten on an 8-1/2" x 11" paper. Recommended typeface is Arial and must not be smaller than 10 points. Do not use legal size binders. Each section must be tabbed. Proposals, including copies must be organized and separated by tab index as follows:
 - A. Attachment 10 - PS 8203 (Complete blocks 14, 16, 22 and 27 a-c), and the entire solicitation package with applicable informational blocks on **page 11, and Provision 4.3, pages 15-17** completed and mark as "Original." The other five copies only need a copy of the completed PS 8203, page 11 and Provision 4.3.
 - B. Overview and Index
 - C. Quality Control
 - D. Delivery Capability
 - E. Service Capability
 - F. Production Capability
 - A. Project Plan and Timelines, First Article Submission, Testing and Approval
 - G. Engineering/Design Capability
 - H. Supplier Capability
 - I. Current and Past Performance
 - J. [Questionnaire 1](#)
 - K. [Questionnaire 2](#)
 - L. [Attachment 7 – EDI Supplier Interface Guide](#) (pages 27-29)
 - M. [Attachment 8 - EDI Technical Proposal Questions](#)

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Instruction 2 DVD/CD

1. Do not include Attachment 9, Items and Prices in the DVD/CD.
2. Offeror must submit at least **one (1) original and five (5) copies of electronic/digital** copies of all documents listed above in the same sequence (as hard copy) in high capacities Digital Versatile Disc, or DVD;
3. Offeror must ensure that the copies are readable in Microsoft Windows format
4. Offeror must ensure that electronic copies have been verified to be free of computer viruses using standard commercial anti-virus software.
5. Offeror must ensure that electronic copies of the proposal are identical;
6. Documents on DVD/CD must not be password protected or otherwise encrypted. With the exceptions of word, excel and PowerPoint documents, only other documentation accepted is PDF format.

Mail the hard copies and DVD/CDs no later than COB Friday, 11/21/2013, to:

Attn: Marilou Carandang
Ref: 3D-14-A-0001
3190 S. 70th Street, Room 601
Philadelphia, Pa 19153-9990

The USPS encourages prospective contractors to use the Postal Service for submitting the proposal. No telephone inquiries will be entertained. All questions or requests for clarification must be in writing, email or fax no later than August 15, 2013 to:

Contracting Office Address: 3190 S. 70th Street, Room 601
Philadelphia, Pa 19153-9990

Primary Point of Contact: **Michael P. Gehrke**
Michael.P.Gerhe@usps.gov
Fax (215) 863 6086

Secondary Point of Contact: **Marilou N. Carandang**
Marilou.Carandang@usps.gov
Fax (651) 994-3403

Delveenia Carolina-Briggs
delveenia.carolina-briggs@usps.gov
Fax (215) 863-6086

An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.