Postal Regulatory Commission
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ATTACHMENT 1

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.228-70	WORKERS COMPENSATION LAWS (SEP 1999)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-78	PAYMENT INFORMATION (JUL 2000)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000)	Clause

Begin Regulation

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

Begin Regulation

552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract.(For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10% percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

552.216-72 Placement of orders (SEP 1999) (Alternate IV -- FEB 2007)

(a) See 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, for who may order

ATTACHMENT 2

ATTACHMENT 2

Solicitation Document

Solicitation Number : **FBGT-GG-050001-B**

Refresh Number : **4**

Created on January 22, 2008, 5:34:58 PM (EST)

COVER PAGE

Begin Regulation

CP-FSS-1-C (MAY 2000)

Solicitation No. FBGT-GG-050001-B Refresh 4

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR

(a) FSC GROUP V301, V111 & V112 PART . SECTION .

COMMODITY: Transportation, Delivery & Relocation Services.

FSC CLASS(ES)/PRODUCT CODE(S): .

(b) STANDARD INDUSTRY GROUP: .

SERVICE: .

SERVICE CODE(S): .

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

Begin Regulation

CP-FSS-19 PRICING (DEC 1998)

Offerors are advised that separate pricing may be submitted for different countries if separate pricing is consistent with the offeror's commercial sales practice.

Begin Regulation

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION

Address: 2200 Crystal Drive, Suite 300
Arlington, VA 22202

or

Phone 703.605.2857.

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

Begin Regulation

CP-FSS-6 ELECTRONIC DATA INTERCHANGE (EDI) ORDERING

(JAN 1994)

Offerors are advised that the Federal Supply Service is expanding use of electronic communications to exchange business documents. The Placement of Orders clause contained in this contract provides that orders may be placed using Electronic Data Interchange (EDI) procedures.

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Part I - GOODS & SERVICES

411 1 --- Ground Transportation Services

Ground Transportation Services utilizing Van, Motor Coach (Bus), or Limousine for both scheduled and unscheduled routes. Services are available for single or multiple passenger shuttle transportation between and among buildings; driver services; airport transport; and VIP transport; etc. within or between cities. All services necessary to provide passenger shuttle services.

Sales: $787,821
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
485999	All Other Transit and Ground Passenger Transportation	$6.5 million
485320	Limousine Service	$6.5 million

411 2 --- RENTAL SUPPLEMENTAL VEHICLE PROGRAM (RSVP):

`Vehicle rental services (including car rental, truck rental, and special equipment rentals such as trailers, refrigerated trucks, etc.) to supplement federal fleets and/or official business vehicular needs for other than temporary duty travel purposes. Typical rental requirements include, but are not limited to, temporary replacement of a fleet vehicle damaged as a result of an accident or incident; temporary replacement of a fleet vehicle undergoing maintenance; supplemental transportation support for fleets; supplemental transportation support for special events (e.g., political events, G8, training); transportation support for natural disasters, emergencies, and/or continuity of operations tests and drills; etc. Services include reservation services, online booking, pick up and return services, vehicle delivery services, fueling, driver, roadside, and navigation assistance, special vehicle needs (e.g., hand controls, wheel chair lifts), reporting, billing, and consulting services.

Sales: $4,808,158
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
532111	Passenger Car Rental	$23.5 million
532112	Passenger Car Leasing	$23.5 million

411 3 --- Transportation Consulting Services

Services available under this special item number are designed to provide agencies with access to transportation consultants to assist them in spend analysis, benchmarking, best practice evaluations, risk assessment, performance metrics, outsourcing studies, re-engineering, requirements analysis, policy review and audit analysis & studies. This includes consultation on the full range of transportation and accessorial services to fulfill requirements for one or

more modes of transportation, including air, sea, and/or land transportation of supplies, resources and personnel that agencies may require. This SIN does not include actual transportation system development or guard/security services associated with transportation.

Sales: $0
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
541614	"Process, Physical Distribution, and Logistics Consulting Services"	$6.5 million

451 1 --- EXPRESS SMALL PACKAGE AND EXPRESS HEAVYWEIGHT DELIVERY SERVICES

Commercial delivery services for Express Same Day, Next Day, Two Day, and Three Day delivery of extremely urgent letters, small packages, and heavyweight shipments, including any accessorial services, offered to the general public. Contractors may offer any combination of days or weight ranges for either the Express Small Package or the Express Heavyweight Delivery Services.

Sales: $232,979,646
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

451 2 --- GROUND SMALL PACKAGE DELIVERY SERVICES

Commercial delivery services for Ground day-definite delivery of small package shipments, including any accessorial services, offered to the general public

Sales: $40,594,744
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
481112	Scheduled Freight Air Transportation	1500 employees

451 3 --- LOCAL COURIER DELIVERY SERVICES

(SMALL BUSINESS SET ASIDE) Commercial Local Courier delivery services for Same Day delivery of extremely urgent letters, small packages, and heavyweight shipments, including any accessorial services, within a Metropolitan City Area, offered to the general public.

Sales: $88,325
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: Yes
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
492210	Local Messengers and Local Delivery	$23.5 million

451 99 --- NEW SERVICES

Contractors may offer new or improved services at any time when the potential to provide a more economical or efficient means for Federal agencies to accomplish their mission that is within the general scope of this Statement of Work(s). The Contractor may also perform a new task or procedure not currently available under any GSA Schedule.

Sales: $14,633
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 1 --- Relocation Service Package

Home sale services ensure the employee's home will be sold, including assistance in marketing the home, negotiating with potential outside buyers, helping the employee become familiar with their new duty location, providing renter/buyer assistance, spousal and mortgage counseling and reports.

Sales: $311,628,718
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 3 --- Relocation Software and Technology Tools

This SIN is for relocation software and automation/technology tools that help agencies track, manage and report on their relocation programs. It includes planning, repatriation, expense management, tax gross ups, expense entry, communications, etc. Vendors may offer relocation and technology tools separate from SIN 653-1 (Relocation Service Package). Maximum Order Threshold for this SIN is $1 million.

Sales: $0
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No

SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 4 --- Additional Services

Extra services available include Cost of Living Analysis, Closing Assistance, Expense Management, Rental Management, Entitlement Counseling, Group Move Assistance and International Move Assistance.

Sales: $1,069,149
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 5 --- Agency Customization Services

Property that is not eligible for the home sale services including special property that is difficult to sell, can be handled under this line item. Also included are special home sale and marketing assistance, and international services involving acclimating the family to the new area.

Sales: $1,904,869
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 7 --- Move Management Services

The contractor can provide a total package of move management services including transferee entitlement and pre-move counseling; carrier selection; preparation of bills of lading; shipment booking; service performance and prepayment audits; claims preparation assistance; and on-site quality control.

Sales: $43,235,252
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 8 --- OFFICE RELOCATION

A full range of services to remove the existing office furniture, equipment and related supplies from the existing location, transport the items to the new location, and place them according to the direction of the federal agency. Services include but not limited to pre-move planning, relocation plan designing, providing packaging materials, packing/crating, loading/unloading, delivery and setup.

Sales: $10,899,333
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
484210	Used Household and Office Goods Moving	$23.5 million

653 9 --- Corporate Housing Lodging Services

Commercial services for the provision of corporate housing lodging services in an apartment/condominium type property

Sales: $25,615
Sales Period [Begin/End Date]: Oct 1, 2006 to Sep 30, 2007
Cooperative Purchasing: No
SBA Set Aside: No
Order Limitation: $1,000,000

NAICS

Number	Description	Business Size
531110	Lessors of Residential Buildings and Dwellings	$6.5 million

Part II - VENDOR INSTRUCTIONS

Begin Regulation

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (NOV 2007)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) 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;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) 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, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, 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.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to 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. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government 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 Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be

registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

Begin FAR Addendum 52.212-1

Begin Regulation

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

As outlined in price proposal instructions.

Begin Regulation

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ____ intends, ____ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

Begin Regulation

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity with Economic Price Adjustment contract resulting from this solicitation.

Begin Regulation

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
U.S. General Services Administration Federal Acquisition Service Travel & Transportation Acquisition Support Division (QMAC) 2200 Crystal Drive, Suite 300 Arlington, VA 22202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Begin Regulation

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

For contract provisions which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far.

Number	Title	Clause/Provision
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR	Provision

	1991)	
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)	Provision
52.216-31	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)	Provision
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)	Provision
552.212-73	EVALUATION--COMMERCIAL ITEMS (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Provision
552.219-72	PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)	Provision
552.233-70	PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)	Provision

End FAR Addendum 52.212-1

Begin Regulation

552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)

(a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either ____ facsimile transmission or ____ computer-to-computer Electronic Data Interchange (EDI).

(b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

(c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

FACSIMILE NUMBER(S)

(d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

MAILING ADDRESS

(e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES ____ NO ____

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

Begin Regulation

552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

Begin Regulation

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding $500,000 ($1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

Begin Regulation

552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS

(b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

(c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

Begin Regulation

A-FSS-11 CONSIDERATION OF OFFERS UNDERSTANDING SOLICITATION (DEC 2000)

(a) This solicitation is a standing solicitation from which the Government contemplates award of contracts for supplies/services listed in the Schedule of Items. This solicitation will remain in effect unless replaced by an updated solicitation.

(b) There is no closing date for receipt of offers; therefore, offers may be submitted for consideration at any time.

(c) An offer may be rejected if an offeror fails to meet timeframes established by the Contracting Officer either to address deficiencies in the offer or to submit a final proposal revision. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

(d) Contracts awarded under this solicitation will be in effect for 5 years from the date of award, unless further extended, pursuant to clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen), canceled pursuant to the Cancellation clause, or terminated pursuant to the termination provisions of the contract.

(e) Current contractors may submit a new offer as early as 9 months prior to the expiration of the existing contract.

Begin Regulation

A-FSS-12-C PERIOD FOR ACCEPTANCE OF OFFERS (NOV 1997)

Paragraph (c) of the provision 52.212-1, Instructions to Offerors—Commercial Items, is revised to read as follows: The offeror agrees to hold the prices in its offer firm for 365 calendar days from the date of the offer, within which offer may be accepted.

Begin Regulation

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

(a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

(b) "GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day."

Begin Regulation

B-FSS-96 ESTIMATED SALES (NOV 1997)

The "Estimated Sales" column of the Schedule of Items shows (1) a twelve-month reading of purchases in dollars or purchases in units as reported by the previous Contractor(s), or (2) estimates of the anticipated dollar volume where the item is new. The absence of a figure indicates that neither reports of previous purchases nor estimates of sales are available.

The SINS for schedule number 048 are listed below

SIN #	SIN Title	Total Sales in $
411 1	Ground Transportation Services	$787,821
411 2	RENTAL SUPPLEMENTAL VEHICLE PROGRAM (RSVP):	$4,808,158
411 3	Transportation Consulting Services	$0
451 1	EXPRESS SMALL PACKAGE AND EXPRESS HEAVYWEIGHT DELIVERY SERVICES	$232,979,646
451 2	GROUND SMALL PACKAGE DELIVERY SERVICES	$40,594,744
451 3	LOCAL COURIER DELIVERY SERVICES	$88,325
451 99	NEW SERVICES	$14,633
653 1	Relocation Service Package	$311,628,718
653 3	Relocation Software and Technology Tools	$0
653 4	Additional Services	$1,069,149
653 5	Agency Customization Services	$1,904,869
653 7	Move Management Services	$43,235,252
653 8	OFFICE RELOCATION	$10,899,333
653 9	Corporate Housing Lodging Services	$25,615

Begin Regulation

L-FSS-101 FINAL PROPOSAL REVISION (JUN 2002)

(a) Upon the conclusion of discussions the Contracting Officer will request a final proposal revision. Oral requests will be confirmed in writing.

(b) The request will include—

(1) Notice that discussions are concluded;

(2) Notice that this is the opportunity to submit a final proposal revision;

(3) The specified cutoff date and time;

(4) A statement that any modification proposed as a result of the final proposal revision must be received by the date and time specified and will be subject to the Late Submissions, Modifications, and Withdrawals of Proposals provision of this solicitation.

(c) The Contracting Officer will not reopen discussions after receipt of final proposal revisions unless it is clearly in the interests of the Government to do so. If discussions are reopened, the Contracting Officer will issue an additional request for final proposal revision.

(d) It is the Contracting Officer's desire to conclude negotiations by 90 Days after receipt of offer..

Begin Regulation

L-FSS-400 INTRODUCTION OF NEW SERVICES/PRODUCTS (INSP) (NOV 2000)

(a) Definition.

Introduction of New Services/Products Special Item Number (INSP/SIN) means a new or improved service or product— within the scope of the Federal Supply Schedule, but not currently available under any Federal Supply Service contract— that provides a new service, function, task, or attribute that may provide a more economical or efficient means for Federal agencies to accomplish their mission. It may significantly improve an existing service or product. It may be a service or product existing in the commercial market, but not yet introduced to the Federal Government.

(b) Offerors are encouraged to introduce new services or products via the Introduction of New Services/Products Special Item Number (INSP/SIN). A new or improved service or product can be offered at anytime. Offerors are requested to clearly identify the INSP/SIN item in the offer.

(c) The Contracting Officer will evaluate and process the INSP/SIN offer. A technical review may be performed. Offerors may be required to demonstrate that the service or product can provide a more economical or efficient means for Federal agencies to accomplish their mission. The Contracting Officer has the sole discretion to determine whether a product or service will be accepted as an INSP/SIN item. The INSP/SIN provides temporary placement until the new service or product can be formally categorized.

(d) If the Contractor has an existing Multiple Award Schedule contract, the Government may, at the sole discretion of the Contracting Officer, modify the existing contract to include the INSP/SIN item in accordance with 552.243-72, Modifications (Multiple Award Schedule).

Begin Regulation

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall

be interpreted as a promise that an award will be made.

Part III - CONTRACT TERMS AND CONDITIONS

Begin Regulation

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government 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 Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

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

(2) Delivery of the supplies to the Government 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 Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (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) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during

performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

Begin FAR Addendum 52.212-4

Begin Regulation

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007) (DEVIATION FEB 2007)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the

defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.(B) If EFT

banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the ordering activity 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 Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*.

(1) Items accepted. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

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

(2) Delivery of the supplies to the ordering activity 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 Ordering Activity's convenience*. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's

records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to ordering activity contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to ordering activity Contracts paragraphs of this clause; (3) the clause at 52.212-5; (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) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with

the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

Begin Regulation

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEC 2007)

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

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

Number	Title	Clause/Provision
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I -- OCT 1995)	Clause
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)	Clause
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)	Clause
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)	Clause
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	Clause
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)	Clause
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2007)	Clause

52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	Clause
52.222-26	EQUAL OPPORTUNITY (MAR 2007)	Clause
52.222-3	CONVICT LABOR (JUN 2003)	Clause
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)	Clause
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	Clause
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)	Clause
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)	Clause
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)	Clause
52.225-5	TRADE AGREEMENTS (NOV 2007)	Clause
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	Clause
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	Clause
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	Clause
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.--FLAG COMMERCIAL VESSELS (FEB 2006) (ALTERNATE I -- APR 2003)	Clause

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

Number	Title	Clause/Provision
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)	Clause
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	Clause
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)	Clause

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor

Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

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

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

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

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

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

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

Begin Regulation

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUL 2004)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER(AUG 2000)	Clause
52.204-7	CENTRAL CONTRACTOR REGISTRATION (JUL 2006)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)	Clause
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) (ALTERNATE IV - OCT 1997)	Clause
52.216-18	ORDERING (OCT 1995) (DEVIATION I - JAN 1994)	Clause
52.216-18	ORDERING (OCT 1995) (DEVIATION II - FEB 2007)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995) (DEVIATION II - FEB 2007)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995) (DEVIATION I - JAN 1994)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)	Clause
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	Clause
52.227-14	RIGHTS IN DATA--GENERAL (DEC 2007)	Clause
52.229-1	STATE AND LOCAL TAXES (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003) (DEVIATION I - FEB 2007)	Clause
52.232-17	INTEREST (JUN 1996)	Clause
52.232-17	INTEREST (JUN 1996) (DEVIATION I - MAY 2003)	Clause
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 1999) (DEVIATION I - MAY 2003)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (JUL 2002)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)	Clause
52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY	Clause

	2001) (ALTERNATE I -- APR 1984) (DEVIATION I - MAY 2003)	
52.247-34	F.O.B. DESTINATION (NOV 1991) (DEVIATION I - MAY 2003)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006) (DEVIATION I - FEB 2007)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause
552.212-70	PREPARATION OF OFFER (MULTIPLE AWARD SCHEDULE) (AUG 1997)	Clause
552.216-72	PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II - SEP 1999)	Clause
552.229-71	FEDERAL EXCISE TAX--DC GOVERNMENT (SEP 1999)	Clause
552.232-74	INVOICE PAYMENTS (SEP 1999)	Clause
552.232-79	PAYMENT BY CREDIT CARD (MAY 2003)	Clause
552.232-8	DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8)	Clause
552.232-81	PAYMENTS BY NON-FEDERAL ORDERING ACTIVITIES (MAY 2003)	Clause
552.232-83	CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)	Clause
552.238-73	CANCELLATION (SEP 1999)	Clause
552.238-77	DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003)	Clause

End FAR Addendum 52.212-4

Begin Regulation

552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)

(a) *Definitions*.

Approved program means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm.

Defense Priorities and Allocations System (DPAS) means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

Delegate Agency means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

Rated order means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

(b) *Rated Order Requirement*.

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either “DO” or “DX.” All “DO” rated orders have equal priority with each other and take preference over unrated orders. All “DX” rated orders have equal priority with each other and take preference over “DO” rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

(c) *Additional information*.

Additional information may be obtained at the DOC DPAS website http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm or by contacting the designated Administrative Contracting Officer.

Begin Regulation

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I — MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

Begin Regulation

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I — MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).

(b) When payment will be made by ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

Begin Regulation

552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996)

(a) Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit

in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

ITEMS OR GROUP OF ITEMS (Special item No. or nomenclature)	GOVERNMENT STATED DELIVERY TIME (Days ARO)	CONTRACTOR'S NORMAL COMMERCIAL DELIVERY TIME
All Special Item Numbers	As stated in task orders placed under this contract.	_____
All Special Item Numbers	As stated in task orders placed under this contract.	_____
All Special Item Numbers	As stated in task orders placed under this contract.	_____

(b) Expedited Delivery Times. For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (Special Item No. of nomenclature)	**Expedited Delivery Time (Hours/Days ARO)**
_____	_____
_____	_____
_____	_____

(c) Overnight and 2-Day Delivery Times. Ordering activities may require overnight or 2—day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

Begin Regulation

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.203-71	RESTRICTION ON ADVERTISING (SEP 1999)	Clause
552.215-71	EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)	Clause
552.215-72	PRICE ADJUSTMENT--FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)	Clause
552.228-70	WORKERS COMPENSATION LAWS (SEP 1999)	Clause
552.229-70	FEDERAL, STATE, AND LOCAL TAXES (APR 1984)	Clause
552.232-23	ASSIGNMENT OF CLAIMS (SEP 1999)	Clause
552.232-78	PAYMENT INFORMATION (JUL 2000)	Clause
552.238-71	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS (SEP 1999) (DEVIATION I - DEC 2004)	Clause
552.238-74	INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)	Clause
552.238-75	PRICE REDUCTIONS (MAY 2004)	Clause
552.243-72	MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)	Clause
552.246-73	WARRANTY--MULTIPLE AWARD SCHEDULE (MAR 2000)	Clause

Begin Regulation

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Number	Title	Clause/Provision
552.238-72	IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)	Clause

Begin Regulation

552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

(1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.

(2) No more than three increases will be considered during each succeeding 12-month period of the contract.(For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).

(3) Increases are requested before the last 60 days of the contract period.

(4) At least 30 days elapse between requested increases.

(c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10% percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(d) The following material shall be submitted with the request for a price increase:

(1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.

(2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Documentation supporting the reasonableness of the price increase.

(e) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,

(3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.

(f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

Begin Regulation

552.216-72 Placement of orders (SEP 1999) (Alternate IV -- FEB 2007)

(a) See 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, for who may order

under this contract.

(b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.

(c) If the Contractor agrees, GSA's Federal Acquisition Service (FAS) will place orders for eligible ordering activities, as defined in paragraph (a) of the clause at 552.238-78-Alternate I, by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other eligible ordering activities, as defined in paragraphs (a) and (d) of the clause at 552.238-78-Alternate I, may also place orders by EDI.

(d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each ordering activity placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Ordering activities may obtain a sample format to customize as needed from the office specified in paragraph (g) of this clause.

(e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.

(f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.

(g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406

Telephone: (703) 305-7741
FAX: (703) 305-7720

Note: Regulation 552.216-72
FBG-I-FSS-0002 ORDERING PROCEDURES (JUN 2007)

Unless special ordering procedures are specified, ordering agencies will follow the ordering procedures as set forth in FAR 8.4 when competing and awarding task orders and Blanket Purchase Agreements under the Transportation, Delivery & Relocation Solutions schedule.

Begin Regulation

552.238-71 Submission and Distribution of Authorized FSS Schedule Pricelists (SEP 1999) (Alternate I -- MAY 2003)

(a) Definition. For the purposes of this clause, the Mailing List is 09003039800c4cd6 [Contracting officer shall insert either: “the list of addressees provided to the Contractor by the Contracting Officer”

or “the Contractor's listing of its ordering activity customers”].

(b) The Contracting Officer will return one copy of the Authorized FSS Schedule Pricelist to the Contractor with the notification of contract award.

(1) The Contractor shall provide to the GSA Contracting Officer:

(i) Two paper copies of Authorized FSS Schedule Pricelist; and

(ii) The Authorized FSS Schedule Pricelist on a common-use electronic medium.

The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.

(2) The Contractor shall provide to each addressee on the mailing list either:

(i) One paper copy of the Authorized FSS Schedule Price List; or

(ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.

(3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.

(c) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer’s approval for printing, whichever is later.

(d) During the period of the contract, the Contractor shall provide one copy of its Authorized FSS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

Click here for Attachment

Begin Regulation

552.238-76 Definition (Federal Supply Schedules)--Recovery Purchasing (FEB 2007)

Ordering activity (also called ``ordering agency'' and ``ordering office'') means an eligible ordering activity (see 552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

Begin Regulation

552.238-78 SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (MAY 2004) (ALTERNATE I -- FEB 2007)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic delivery.

(1) Executive agencies (as defined in Federal Acquisition Regulation Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to Federal Acquisition Regulation Subpart 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol);

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 U.S.C. 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 U.S.C. 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

_____ Contractor will provide domestic and overseas delivery.
_____ Contractor will provide overseas delivery only.
_____ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Federal Supply Schedules for products and services determined by the Secretary of Homeland Security to facilitate recovery from major disasters, terrorism, or nuclear, biological, chemical, or radiological attack, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government entities, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

State and local government entities, means the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The term does not include contractors of, or grantees of, State or local governments.

(1) *Local educational agency* has the meaning given that term in section 8013 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7713).

(2) *Institution of higher education* has the meaning given that term in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)).

(3) *Tribal government means*--

(i) The governing body of any Indian tribe, band, nation, or other organized group or community located in the continental United States (excluding the State of Alaska) that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and

(ii) Any Alaska Native regional or village corporation established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch; however, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply, including clause 552.232-79, Payments by Credit Card. If the Contractor is unwilling to accept such orders, and the proposed method of payment is not through the Credit Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such orders, and the proposed method of payment is through the Credit Card, the Contractor must so advise the ordering activity within 24 hours of receipt of order. (Reference clause 552.232-79, Payment by Credit Card.) Failure to return an order or advise the ordering activity within the time frames of this paragraph shall constitute acceptance whereupon all provisions of the contract shall apply.

(g) The Government is obligated to purchase under each resultant contract a guaranteed minimum of $2,500 (two thousand, five hundred dollars) during the contract term.

Begin Regulation

552.238-80 Use of Federal Supply Schedule Contracts by Certain Entities--Recovery Purchasing (FEB 2007)

(a) If an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)-- Alternate I, elects to place an order under this contract, the entity agrees that the order shall be subject to the following conditions:

(1) When the Contractor accepts an order from such an entity, a separate contract is formed which incorporates by reference all the terms and conditions of the Schedule contract except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies ``Compliance with laws unique to Government contracts'' (which applies only to contracts with entities of the Executive branch of the U.S. Government). The parties to this new contract which incorporates the terms and conditions of the Schedule contract are the individual ordering activity and the Contractor. The U.S. Government shall not be liable for the performance or nonperformance of the new contract. Disputes which cannot be resolved by the parties to the new contract may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, parties to this new contract are encouraged to resolve disputes through Alternative Dispute Resolution. Likewise, a Blanket Purchase Agreement (BPA), although not a contract, is an agreement that may be entered into by the Contractor with such an entity and the Federal Government is not a party.

(2) Where contract clauses refer to action by a Contracting Officer or a Contracting Officer of

GSA, that shall mean the individual responsible for placing the order for the ordering activity (e.g., Federal Acquisition Regulation 52.212-4 at paragraph (f) and FSS clause I-FSS-249 B).

(3) As a condition of using this contract, eligible ordering activities agree to abide by all terms and conditions of the Schedule contract, except for those deleted clauses or portions of clauses mentioned in paragraph (a)(1) of this clause. Ordering activities may include terms and conditions required by statute, ordinance, regulation, order, or as otherwise allowed by State and local government entities as a part of a statement of work (SOW) or statement of objective (SOO) to the extent that these terms and conditions do not conflict with the terms and conditions of the Schedule contract. The ordering activity and the Contractor expressly acknowledge that, in entering into an agreement for the ordering activity to purchase goods or services from the Contractor, neither the ordering activity nor the Contractor will look to, primarily or in any secondary capacity, or file any claim against the United States or any of its agencies with respect to any failure of performance by the other party.

(4) The ordering activity is responsible for all payments due the Contractor under the contract formed by acceptance of the ordering activity's order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(5) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(6) The supplies or services purchased will be used for governmental purposes only and will not be resold for personal use. Disposal of property acquired will be in accordance with the established procedures of the ordering activity for the disposal of personal property.

(7) The state or local government ordering activity will be responsible for purchasing products or services to be used to facilitate recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) or to facilitate recovery from terrorism or nuclear, biological, chemical, or radiological attack.

(b) If the Schedule Contractor accepts an order from an entity identified in paragraph (d) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, the Contractor agrees to the following conditions--

(1) The ordering activity is responsible for all payments due the Contractor for the contract formed by acceptance of the order, without recourse to the agency of the U.S. Government, which awarded the Schedule contract.

(2) The Contractor is encouraged, but not obligated, to accept orders from such entities. The Contractor may, within 5 days of receipt of the order, decline to accept any order, for any reason. The Contractor shall decline the order using the same means as those used to place the order. The Contractor shall fulfill orders placed by such entities, which are not declined within the 5-day period.

(c) In accordance with clause 552.238-74, Industrial Funding Fee and Sales Reporting, the Contractor must report the quarterly dollar value of all sales under this contract. When submitting sales reports, the Contractor must report two dollar values for each Special Item Number--

(1) The dollar value for sales to entities identified in paragraph (a) of the clause at 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I; and

(2) The dollar value for sales to entities identified in paragraph (d) of clause 552.238-78, Alternate I.

(d) A listing of the Federal Supply Schedule contracts for the products and services available for

disaster recovery purchasing is accessible in GSA's Schedules e-Library at Web site http://www.gsaelibrary.gsa.gov. Click on the link, ``Disaster Recovery Purchasing, State and Local." The participating Contractors and the products and services available for disaster recovery purchasing will be labeled with the Disaster Recovery Purchasing icon.

Begin Regulation

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

Begin Regulation

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

Begin Regulation

I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

(a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

(b) Definitions—

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

____ Contractor will provide domestic and overseas delivery.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide overseas delivery only.
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)

____ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS–106, Guaranteed Minimum, contained elsewhere in this contract.

Begin Regulation

I-FSS-106 GUARANTEED MINIMUM (JUL 2003)

The minimum that the Government agrees to order during the period of this contract is $2,500. If the

Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.

(b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

Begin Regulation

I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)

The following clauses apply to overseas coverage.

52.214-34 Submission of Offers in the English Language
52.214-35 Submission of Offers in U.S. Currency
52.247-34 FOB Destination
52.247-38 FOB Inland Carrier, Country of Exportation
52.247-39 FOB Inland Point, Country of Importation
C-FSS-412 Characteristics of Electric Current
D-FSS-471 Marking and Documentation Requirements Per Shipment
D-FSS-477 Transshipments
F-FSS-202-F Delivery Prices
I-FSS-314 Foreign Taxes and Duties
I-FSS-594 Parts and Service

Begin Regulation

I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the "Treasury Reporting Rates of Exchange" in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

Begin Regulation

I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

Begin Regulation

I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)

(a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

(1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).

(2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause I-FSS-600, Contract Price Lists.

(3) Performance has been acceptable under the contract.

(4) Subcontracting goals have been reviewed and approved.

(b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

(c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

Begin Regulation

I-FSS-314 FOREIGN TAXES AND DUTIES (DEC 1990)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The offeror warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt. The offeror further warrants that any applicable taxes duties, customs fees, other Government costs, assessments or similar charges from which the U.S. Government is not exempt are included in the prices quoted and that such prices are not subject to increases for any such charges applicable at the time of acceptance of this offer by the Government.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, marking are included in the pricing offered and accepted by the Government.

Begin Regulation

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

Begin Regulation

I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)

(a) This clause applies to all contracts estimated to exceed $100,000.

(b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

(c) If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

Begin Regulation

I-FSS-597 GSA *ADVANTAGE!*™ (SEP 2000)

(a) The Contractor must participate in the GSA *Advantage!*™ online shopping service. Information and instructions regarding contractor participation are contained in clause I-FSS-599, Electronic Commerce.

(b) The Contractor also should refer to contract clauses 552.238-71, Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and 552.243-72, Modifications (which addresses electronic file updates).

Begin Regulation

I-FSS-599 ELECTRONIC COMMERCE—FACNET (SEP 2006)

(a) General Background.

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Computer Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) Trading Partners and Value-Added Networks (VAN’s).

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN’s).

EDI can be done using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision contractors must make. There are many different VAN’s which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) Registration Instructions.

DOD will require Contractors to register as trading partners to do business with the Government. This policy can be reviewed via the INTERNET at http://www.defenselink.mil/releases/1999/b03011999_bt079-99.html.

To do EDI with the Government, Contractors must register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners, called the Central Contractor Registration (CCR) http://www.ccr.gov/, has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

To register, contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors will need to provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors will also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

Contractors may register through on-line at http://www.ccr.gov/ or through their Value Added Network (VAN) using an American National Standards Institute (ANSI) ASC X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard format for moving electronic data. VAN’s will be able to assist contractors with registration.

(d) Implementation Conventions.

All EDI transactions must comply with the Federal Implementation Conventions (IC’s). Many VAN’s and software providers have already built the IC requirements into their products. If you need to see the IC’s, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.itl.nist.gov/lab/csl-pubs.htm. IC’s are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional Information.

GSA has additional information available for vendors who are interested in starting to use EC/EDI. Contact the Contracting Officer for a copy of the latest handbook. Several resources are available to vendors to assist in implementing EC/EDI; specific addresses are available in the handbook or from the Contracting Officer:

(1) Electronic Commerce Resource Centers (ECRC’s) are a network of U.S. Government-sponsored centers that provide EC/EDI training and support to the contractor community. They are found in over a dozen locations around the country.

(2) Procurement Technical Assistance Centers (PTAC’s) and Small Business Development Centers (SBDC’s) provide management assistance to small business owners. Each state has several locations.

(3) Most major US cities have an EDI user group of companies who meet periodically to share information on EDI-related subjects.

(f) GSA Advantage!™.

(1) GSA Advantage!™ will use this FACNET system to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!™ enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer’s model/part number; vendor; and generic product categories.

(ii) Generate their own EDI delivery orders to contractors, generate EDI delivery orders from the Federal Supply Service to contractors, or download files to create their own delivery orders.

(iii) Use the Federal IMPAC VISA.

(2) GSA Advantage!™ may be accessed via the GSA Home Page. The INTERNET address is: http://www.gsa.gov, or http://www.fss.gsa.gov.

Begin Regulation

I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)

(a) Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

(b) The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

(c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

Begin Regulation

I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)

(a) Electronic Contract Data.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.

(3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at http://apps.fss.gsa.gov/partnership/logos.cfm. All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly

distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.

(5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

(b) Federal Supply Schedule Price Lists.

(1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).

(2) The Contractor must prepare a Federal Supply Schedule Price List by either:

(i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

(ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

(i) GENERAL SERVICES ADMINISTRATION

Federal Supply Service
Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: GSAAdvantage.gov.

Schedule Title
FSC Group, Part, and Section or Standard Industrial Group (as applicable)
FSC Class(es)/Product code(s) and/or Service Codes (as applicable)
Contract number
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
Contract period.
Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)
Contractor’s internet address/web site where schedule information can be found (as applicable). Contract administration source (if different from preceding entry).
Business size.

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum order.

3. Minimum order.

4. Geographic coverage (delivery area).

5. Point(s) of production (city, county, and State or foreign country).

6. Discount from list prices or statement of net price.

7. Quantity discounts.

8. Prompt payment terms.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

11a. Time of delivery. (Contractor insert number of days.)

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. point(s).

13a. Ordering address(es).

13b. Ordering procedures: For supplies and services, the ordering procedures,

information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

15. Warranty provision.

16. Export packing charges, if applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

18. Terms and conditions of rental, maintenance, and repair (if applicable).

19. Terms and conditions of installation (if applicable).

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

20a. Terms and conditions for any other services (if applicable).

21. List of service and distribution points (if applicable).

22. List of participating dealers (if applicable).

23. Preventive maintenance (if applicable).

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

25. Data Universal Number System (DUNS) number.

26. Notification regarding registration in Central Contractor Registration (CCR) database.

(4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.

(6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.

(7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the

National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.

Begin Regulation

I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)

(a) A contract will not be awarded unless anticipated sales are expected to exceed $25,000 within the first 24 months following contract award, and are expected to exceed $25,000 in sales each 12-month period thereafter.

(b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

Begin Regulation

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

Begin Regulation

I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

(a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);

(b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and

(c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

Begin Regulation

I-FSS-680 DISSEMINATION OF INFORMATION BY CONTRACTOR (APR 1984)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

Begin Regulation

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

Begin Regulation

I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE (JAN 2002)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

(b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:

(1) Adjustments based on escalation rates negotiated prior to contract award. Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.

(2) Adjustments based on an agreed-upon market indicator prior to award. The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.

(c) Nothwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.

(d) Conditions of Price change requests under paragraphs b(2) and c above.:

(1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).

(2) Increases are requested before the last 60 days of the contract period, including options.

(3) At least 30 days elapse between requested increases.

(4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 5 percent (5%) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.

(e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:

(1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.

(2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

(3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.

(f) The Government reserves the right to exercise one of the following options:

(1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;

(2) Negotiate more favorable prices when the total increase requested is not supported; or,

(3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.

(g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).

(h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, “Price Reductions”; and 552.215-72, “Price Adjustment -- Failure to Provide Accurate Information.” In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

Begin Regulation

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail addresses of the authorized negotiators.)

NAMES & TITLES	TELEPHONE NUMBERS	ELECTRONIC MAIL ADDRESSES

Begin Regulation

K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)

The Offeror represents that it is ____ is not ____ a current 8(a) Business Development Program participant, and that it wishes to be designated as such on the FSS Schedules E-Library and GSA *Advantage!*™ as well as the Federal Procurement Data System (FPDS).

CONTRACTOR NAME:

DATE:

Part IV - OFFEROR REPRESENTATIONS & CERTIFICATION

Begin Regulation

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions*. As used in this provision—

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service—disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701*). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN*).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it _____ is, _____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it _____ is, _____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as

defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it _____ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it _____ is, _____ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
____ 50 or fewer	____ $1 million or less
____ 51-100	____ $1,000,001-$2 million
____ 101-250	____ $2,000,001-$3.5 million
____ 251-500	____ $3,500,001-$5 million
____ 501-750	____ $5,000,001-$10 million

____ 751-1,000	____ $10,000,001-$17 million
____ Over 1,000	____ Over $17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) _____ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:*_____.]

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It _____ is, _____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It _____ is, _____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that—

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” "Israeli end product," and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.
(List as Necessary)

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
(List as Necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) _____ Are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) _____ 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 connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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

(3) _____ Are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products*.

End Product	Country of Origin
(List as Necessary)	

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

_____ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

_____ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) _____ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) _____ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

X (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror _____ does _____ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

X (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror _____ does _____ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) (1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certifications(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

Part V - COMMERCIAL SALES PRACTICE FORMAT

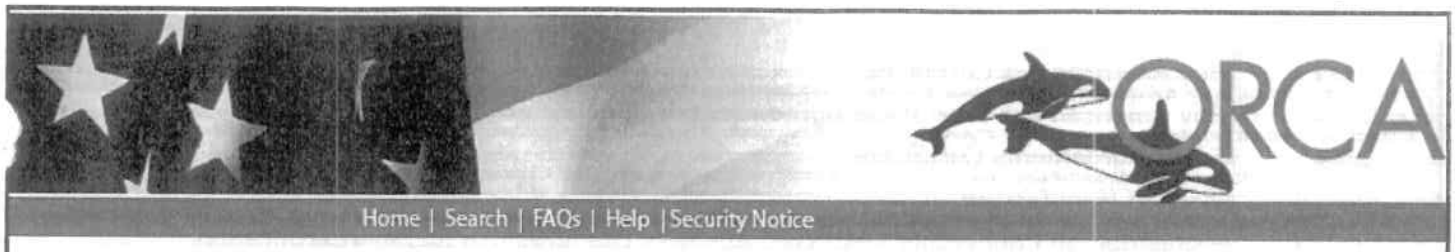
See attachment CSP-1

Part VI - EVALUATION FACTORS FOR CONTRACT AWARD

SECTION NOT APPLICABLE

ATTACHMENT 3

ATTACHMENT 3



Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.

Company Name: UNITED STATES POSTAL SERVICE (Doing Business As:US POST OFFICE)
DUNS: 003261245
Certification Validity:
From: 03/31/2009 04:30:35 PM (EST)
To: 03/31/2010 04:30:35 PM (EST)

By submitting this certification, I, **Janice B Williams Hopkins**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **UNITED STATES POSTAL SERVICE (Doing Business As:US POST OFFICE)** in any of the above representations or certifications to the Government.

Provision	
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
52.209-5	Certification Regarding Responsibility Matters
52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
52.219-1	Small Business Program Representations (Alternate 1)
52.219-2	Equal Low Bids
52.219-19	Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
52.219-21	Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification
52.223-1	Biobased Product Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate 1 only)
52.223-13	Certification of Toxic Chemical Release Reporting

ATTACHMENT 3

52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
52.225-6	Trade Agreements Certificate
52.225-18	Place of Manufacture
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software

READ ONLY
☐ Vendor will provide information with specific offers to the Government.
☒ I certify that I have read and understand the provision.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

(a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

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READ ONLY
☐Vendor will provide information with specific offers to the Government.
☒I certify that I have read and understand the provision.

52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of Back to Top

Provision) Back to Top

READ ONLY
☐ Vendor will provide information with specific offers to the Government.
☒ I certify that I have read and understand the provision.

52.223-1 Biobased Product Certification (Dec 2007)

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision) Back to Top

READ ONLY
☐ Vendor will provide information with specific offers to the Government.
☒ I certify that I have read and understand the provision.

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (June 2008)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Person" means—

(1) A natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business

operations in Sudan.

(End of Provision) Back to Top

READ ONLY
☐ **Vendor will provide information with specific offers to the Government.**
☒ **I certify that I have read and understand the provision.**

52.227-6 Royalty Information (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of Provision) Back to Top

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those Prices

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Charles Irving, , Manager National Accounts**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☒TIN on file with CCR.
- ☐TIN has been applied for.
- TIN is not required because:
- ☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- ☐Offeror is an agency or instrumentality of a foreign government; ,
- ☐Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐sole proprietorship;
- ☐Partnership;
- ☐Corporate entity (not tax-exempt);
- ☐Corporate entity (tax-exempt);
- ☒Government entity (Federal, State, or local);
- ☐Foreign government;
- ☐International organization per 26 CFR 1.6049-4;
- ☐ Other

(f) Common parent.

- ☐Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☒Name: United States Postal Servcie
  TIN: **TIN on file with ORCA**

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52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐is a women-owned business concern.

(End of Provision) Back to Top

52.209-5 Certification Regarding Responsibility Matters (Dec 2008)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐Are not ☒presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) 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 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, violating Federal criminal tax laws, or receiving stolen property; and

(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 paragraph (a)(1)(i)(B) of this provision.

(D) Have ☐, Have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been

assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror has ☐has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person 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).

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.

(b) The Offeror shall 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.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) 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.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (Feb 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Service - disabled veteran - owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

(1)* Small business concern. The offeror represents as part of its offer that it ☐is, ☐is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

(2)* Veteran-owned small business concern. The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

(3)* Service-disabled veteran-owned small business concern.The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern.
(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):

491110	POSTAL SERVICE	No

(4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that i ☐is, ☒is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5)* Women-owned small business concern. The offeror represents that it ☐is, ☐is not a women-owned small business concern.
(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

(i) The offeror represents as part of its offer that it ☐is ☐is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

(ii) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).(Check one of the following):

Number of Employees	Average Annual Gross Revenues
☐__ 50 or fewer	☐__ $1 million or less
☐__ 51-100	☐__ $1,000,001-$2 million
☐__ 101-250	☐__ $2,000,001-$3.5 million
☐__ 251-500	☐__ $3,500,001-$5 million
☐__ 501-750	☐__ $5,000,001-$10 million
☐__ 751-1,000	☐__ $10,000,001-$17 million
☒__ Over 1,000	☒__ Over $17 million

(9) (i) General. The offeror represents that either-

(A) ☐is ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged

business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐has ☒has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:].

(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It ☐is It ☒is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐is It ☒is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐has It ☒has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☒has It ☐has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☒has developed and has on file, It ☐has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).(Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms

"commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act–Supplies."

(2) Foreign End Products:

Description:	Country of Origin:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act–Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Description:	Country of Origin:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."
Other Foreign End Products:

Description:	Country of Origin:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":
Canadian End Products:

Description:	Country of Origin:

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

Description: Country of Origin:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689).(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐Are, ☒Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐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 connection with obtaining, attempting to obtain, or performing a Federal, state or local government 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, violating Federal criminal tax laws,or receiving stolen property; and

(3) ☐Are, ☒Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.

(4) ☐Have, ☒Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products Listed Country of Origin

Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (acquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture*(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

FSC Code:	Place of Manufacture:

(k) *Certificates regarding exemptions from the application of the Service Contract Act.*(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐does, ☒does not certify that __

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employee servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐does, ☒does not certify that __

(i) The services under the contract are offered and sold regularly to non-Governmental customers,

and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies ___

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☒TIN on file with CCR.
- ☐TIN has been applied for.
- TIN is not required because:
- ☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- ☐Offeror is an agency or instrumentality of a foreign government; ,
- ☐Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- ☐sole proprietorship;
- ☐Partnership;
- ☐Corporate entity (not tax-exempt);
- ☐Corporate entity (tax-exempt);
- ☒Government entity (Federal, State, or local);
- ☐Foreign government;
- ☐International organization per 26 CFR 1.6049-4;
- ☐ Other

(5) *Common parent.*

- ☐Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☒Name: United States Postal Servcie
  TIN: **TIN on file with ORCA**

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

ATTACHMENT 3

Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐Black American.

☐Hispanic American.

☐Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐Individual/concern, other than one of the preceding.

Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ☐is, ☒is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/ sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, ☐intends, ☒does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):

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52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐intends ☒does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):

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52.219-1 Small Business Program Representations (May 2004)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐is, ☐is not a small business concern (see below).

**

NAICS:	Description:	Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐is, ☒is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this
** provision.] The offeror represents as part of its offer that it ☐is, ☐is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this
** provision.] The offeror represents as part of its offer that it ☐is, ☐is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
491110	POSTAL SERVICE	No

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph
** (b)(4) of this provision.] The offeror represents as part of its offer that it ☐is, ☐is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):

491110	POSTAL SERVICE	No

**If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name " along with the Small Business Administration size standard for each NAICS code.*

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐is, ☒is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐is, ☒is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Busine. Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐Black American.

☐Hispanic American.

☐Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐Individual/concern, other than one of the preceding.

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52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

State	Eligible Labor Surplus:	Civil Jurisdictions Included:

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror ☐is ☐is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern

		(Yes/No):
491110	POSTAL SERVICE	No

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees	Average Annual Gross Revenues
☐__ 50 or fewer	☐__ $1 million or less
☐__ 51-100	☐__ $1,000,001-$2 million
☐__ 101-250	☐__ $2,000,001-$3.5 million
☐__ 251-500	☐__ $3,500,001-$5 million
☐__ 501-750	☐__ $5,000,001-$10 million
☐__ 751-1,000	☐__ $10,000,001-$17 million
☐__ Over 1,000	☐__ Over $17 million

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52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees	Average Annual Gross Revenues
☐__ 50 or fewer	☐__ $1 million or less
☐__ 51-100	☐__ $1,000,001-$2 million
☐__ 101-250	☐__ $2,000,001-$3.5 million
☐__ 251-500	☐__ $3,500,001-$5 million
☐__ 501-750	☐__ $5,000,001-$10 million
☐__ 751-1,000	☐__ $10,000,001-$17 million
☐__ Over 1,000	☐__ Over $17 million

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52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into

account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Oct 1998)

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address ☐is ☒is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma

Shrimp (acquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

☒ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

(a) It ☐has It ☒has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☒has It ☐has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

(a) It ☒has developed and has on file, ☐has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)

(a) The offeror shall check the following certification:

Certification

The offeror ☐does ☒does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last,

made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification. (Nov 2007)

(a) The offeror shall check the following certification:

Certification

The offeror ☐does ☒does not certify that -

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ UNITED STATES POSTAL SERVICE (Doing Business As:US POST OFFICE)certifies compliance with 52.223-4

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52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

Alternate I (May 2008)

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

☒I, Janice B Williams Hopkins, Program Mgr Supplier Diversity(name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification
[Signature of the Officer or Employee]
Janice B Williams Hopkins
[Typed Name of the Officer or Employee]
Program Mgr Supplier Diversity
[Title]
UNITED STATES POSTAL SERVICE (Doing Business As:US POST OFFICE)
[Name of Company, Firm, or Organization]
03/31/2009 04:30:35 PM
[Date]

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52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☒ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313 (f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
(A) Major group code 10 (except 1011, 1081, and 1094.
(B) Major group code 12 (except 1241).
(C) Major group codes 20 through 39.
(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

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52.225-2 Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act–Supplies."

(b) Foreign End Products:

Description:	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision) Back to Top

52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a

domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and" "United States" are defined in the clause of this solicitation entitled "Buy American Act–Free Trade Agreements–Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:"

Description:	Country of Origin:

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act–Free Trade Agreements–Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:	Country of Origin:

Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:

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52.225-6 Trade Agreements Certificate (Jan 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

Description:	Country of Origin:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

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52.225-18 Place of Manufacture. (Sept 2006)

(a) *Definitions.* As used in this clause-
" Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—
(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) ☐ Outside the United States.

FSC Code:	Place of Manufacture:

(End of Clause) Back to Top

52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)

(a) Definitions. As used in this provision-
"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.
"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-
☐is ☒is not a historically black college or university;
☐is ☒is not a minority institution.

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52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

(a)
This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver

ATTACHMENT 3

form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

(1) ☒None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) ☐Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision) Back to Top

UNITED STATES POSTAL SERVICE (Doing Business As:US POST OFFICE)
003261245

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ATTACHMENT 4

UNITED STATES POSTAL SERVICE®

Technical Proposal

Factor #1 Technical Capability

In response to the Technical Proposal Requirements , Factor #1 the United States Postal Service has used the Solicitation Attachment #4 "Statement of Work" for SINs 451-1 & 451-2 and inserted the technical responses and technical capabilities into the Solicitation Attachment #4 document. The responses outlining the Untied States Postal Service's capabilities and methodologies are presented in Times Roman, blue and bolded to allow an easier review of the responses.

Our technical responses start with item #5 and run through the end of the document.

ATTACHMENT # 4

Statement of Work for:
SIN 451-1 & 451-2 – Domestic Delivery Services

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SIN Description

Federal agencies spent more than $225,000,000 for domestic delivery services during fiscal year 2006. The General Services Administration (GSA) has offered domestic delivery services through its GSA Multiple Award Schedules program since 2001, leveraging the Government's purchasing power by soliciting for domestic delivery services for both express small package, heavyweight, and ground shipments to assist the Government in meetings its delivery needs. Services include, but are not limited to, the following:

Express Same Day	Ground Routine Delivery
Express Next Day	Accessorials
Express 2 Day	Value-Added Services
Express 3 Day	Reporting

All services necessary to provide domestic delivery services are required.

Typical tasks may include, but are not limited to:

- Package pick up
- Package delivery
- Hazardous material
- Package tracking
- Special handling
- Management reports

Domestic Delivery Service is comprised of two special item numbers:

SIN 451-1, Express Small/Heavyweight Package Domestic Delivery Services, NAICS Code 481112, 484110, & 484122, OPEN TO ALL SOURCES:
Commercial delivery services for Express Same Day, Next Day, Two Day, and Three Day delivery of extremely urgent letters, small packages, and heavyweight shipments, including any accessorial services, offered to the general public. Contractors may offer any combination of days or weight ranges for either the Express Small Package or the Express Heavyweight Delivery Services. For Express Small Package and Express Heavyweight Delivery Services prices must cover delivery nationwide (CONUS), Alaska, Hawaii, and the Commonwealth of Puerto Rico, in accordance with the Statement of Work. For Express Small Package Services and Express Heavyweight Delivery Services, offers may treat Puerto Rico as a domestic or international shipment as offered commercially.

SIN 451-2, Ground Delivery Services, NAICS Code 484110 & 484122, OPEN TO ALL SOURCES:
Commercial delivery services for Ground day-definite delivery of small package shipments, including any accessorial services, offered to the general public. Ground Delivery Services prices must cover delivery nationwide (CONUS), and prices for Alaska, Hawaii, or the Commonwealth of Puerto Rico, only if offered commercially, in accordance with the Statement of Work. Ground Small Package Delivery Services Offers may treat Puerto Rico as a domestic or international shipment as offered commercially.

1. Definitions:

Accessorial Services: Other services in addition to the basic cost to transport the shipment.

Adjacent Loading Area: A pickup or delivery location that is directly accessible from the curb and is no more than 50 feet inside the outermost door.

Business Days: Monday through Friday, except Federal holidays for CONUS (see definition below), Alaska and Hawaii. For the Commonwealth of Puerto Rico business days are Monday through Friday, except Federal holidays and Commonwealth of Puerto Rico holidays (see definition of Commonwealth of Puerto Rico holidays below).

Civil Reserve Air Fleet (CRAF) Program: A program managed by the Air Mobility Command (AMC) which provides for airlift services in the national and international CRAF segments for the Department of Defense

(DoD). The CRAF program is designed to augment military airlift capabilities with commercial aircraft during airlift emergencies, national emergencies or activation of CRAF.

Commercial Bill Of Lading (CBL): A uniquely numbered document used and furnished by the Contractor in its standard commercial practice and used to identify consignor, consignee, origin, destination, commodity description of the shipment, and as the underlying document for billing purposes.

Commercial Forms and Procedures (CF&P): A reference to commercial service bills, invoices and rules used by industry, as opposed to government forms, such as the Government Bill of Lading (GBL).

Commercial Service Guide: A publication issued by a carrier applicable to the general public that describes the Contractor's commercial practices such as levels and conditions of service, pickup and delivery commitments, liability provisions, etc.

Commercially: Services offered to the general public by the Contractor as part of its standard commercial practice.

Commonwealth of Puerto Rico Holidays: These holidays apply to shipments to and from the Commonwealth of Puerto Rico.

Three Kings Day:	(January 6)
Good Friday:	(changes each year)
Puerto Rico's Constitution Day:	(July 25)

Consignee: The person or organization receiving the shipment.

Consignor: The person or organization originating the shipment.

CONUS: All ZIP Codes within the contiguous United States (excluding Alaska and Hawaii), including the District of Columbia (DC).

Delivery Receipt: A listing of all packages being delivered by the Contractor's tracking number or any other tracking identification number used to track packages that the Contractor offers commercially.

Desktop Delivery: Delivery of a shipment to the desk/work station of the consignee or designated work area.

Desktop Pickup: Pickup of a shipment from the desk/work station of the consignor or designated work area.

Dimensional Weight (DIM Weight): When the charges for a shipment are computed on the basis of volume rather than weight it is referred to as a dimensional or DIM weight shipment. Dimensional weight is calculated by multiplying the length x width x height of each piece in the shipment in inches and dividing by 194 [i.e., (L x W x H) ÷ 194].

Door to Door: Pickup of an Express Small Package or Ground Small Package shipment from the consignor and delivery to the consignee.

Envelope: A container used by the Contractor to ship documents weighing up to 8 ounces. Not used for Ground service.

Express Delivery: Small Package or Heavyweight shipments with Express Same Day, Next Day, Two Day, or Three Day delivery service.

Express Same Day Delivery: Express Small Package or Heavyweight delivery service with delivery the same day of pick-up.

Express Heavyweight Shipments: Single and multi package shipments weighing over 150 pounds with Same Day, Next Day, Two Day, or Three Day Express delivery requirements. The shipper selects the day of delivery the shipment will be delivered. For Express delivery of Heavyweight shipments, the total weight of a multiple package shipment must exceed 150 pounds, and individual packages within the shipment may or may not exceed 150 pounds.

Express Next Day Delivery: Express Small Package or Express Heavyweight delivery service with delivery the next business day after the day of pickup.

Express Small Package Shipments: Extremely urgent letter and small package shipments with Same Day, Next Day, Two Day, or Three Day Express delivery requirements. The shipper selects the day of delivery the shipment will be delivered. For Express delivery of small packages, the total weight of a multiple package shipment may exceed 150 pounds, as long as no single package weighs over 150 pounds.

Express Three Day Delivery: Express Small Package or Express Heavyweight delivery service with delivery the third business day after the day of pickup.

Express Two Day Delivery: Express Small Package or Express Heavyweight delivery service with delivery the second business day after the day of pickup.

Extremely Urgent Letters: A letter is defined by the U.S. Postal Service regulations as a message recorded in or on a tangible object and directed to a specific person or address (39 CFR 310.1 (a) (1) – (7)). A letter will be considered to be "extremely urgent", without regard to the nature of its contents, and may be transported for others by means other than the U.S. Postal Service if either (1) or (2) are met: (1) the amount charged by a private carrier for delivery is at least $3.00 or twice the applicable First Class postal rate, whichever is greater, or (2) the letter's value or usefulness will be lost or greatly diminished if the letter is not delivered within a specified delivery time depending upon the distance traveled (39 CFR 320.6 (a) – (f)).

Federal Holidays:

New Year's Day
King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

The Contractor shall be required to include as a holiday any day designated as a holiday by Federal Statute or Executive Order.

FIPS: Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at http://www.itl.nist.gov/fipspubs/fip95-1.htm.

Fiscal Year: October 1 through September 30.

Girth: The circumference of a package measured at the widest point of the package.

Government Cost-Reimbursable Contractor: A Contractor who has been awarded a cost-reimbursement type contract by the Government that provides for payment of allowable incurred costs (to the extent prescribed in the contract) by the agency that awarded the contract.

Ground Small Package: Routine day-definite delivery of small packages (1 to 150 pounds) based upon origin/destination ZIP Code distances. A ground multiple small package shipment may exceed 150 pounds, as long as no single package within the shipment weighs over 150 pounds. Delivery is within 1 to 7 business days depending upon the ZIP Code distance. Remote locations may require longer delivery time than 7 business days. Throughout this Statement of Work Ground Small Package will be referred to as "Ground".

Ground Small Package Delivery Shipments: Small package shipments receiving delivery based upon origin/destination ZIP Code distances. For Ground day-definite delivery of small packages, the total weight of a multiple package shipment may exceed 150 pounds, as long as no single package within the shipment weighs over 150 pounds. For Ground small package delivery to private residences the maximum single package weight shall be 70 pounds, or the single package weight offered commercially, whichever is greater.

Hundredweight Pricing: The total weight of a multiple package Express Small Package or Ground shipment multiplied by the applicable hundredweight shipment per pound rate. The hundredweight minimum pricing may vary by the delivery service requested and is normally applicable from weights 100 pounds or 200 pounds and above.

Hundredweight/Rates Per-Pound: This applies to a single or multiple piece shipment pricing at a price per pound for a weight grouping (e.g. 100 – 499 pounds, 500 – 999 pounds), rather than a price for an individual pound. The actual shipment weight is multiplied by the price for the shipment grouping shown on a Contractor's rate chart that the weight falls into. (e.g. A shipment weighs 250 pounds with a Hundredweight 100 - 499 pounds grouping price of $1.75. The price would be calculated by: 250 pounds shipment weight x $1.75 price = $437.50 the price of the shipment.)

Hundredweight (CWT): This applies to shipment pricing at a price per each hundred pounds (CWT) of shipment weight. The actual shipment weight is divided by 100 to determine the number of Hundredweight units of the shipment. The number of Hundredweight units of the shipment is multiplied by the shipment rate per Hundredweight unit shown on a Contractor's rate chart for the weight grouping that the weight falls into. (e.g. A shipment weighs 350 pounds with a Hundredweight 200 - 499 pounds grouping price of $30.75. The price would be calculated by: 350 pounds shipment weight divided by 100 = 3.5 x $30.75 price = $107.63 the price of the shipment.)

Implementation Period: The period of time between the contract award date and the date the Contractor starts providing service.

Inside Delivery (Express Heavyweight Shipments): Delivery of Express Heavyweight shipments to the receiving/loading dock, the main entrance location, or adjacent loading area within the building, when specifically requested and indicated on the CBL or electronic CF&P by the government agency.

Inside Pickup (Express Heavyweight Shipments): Pickup of Express Heavyweight shipments from the receiving/loading dock, the main entrance location, or adjacent loading area within the building, when specifically requested and indicated on the CBL or electronic CF&P by the government agency.

Length: The longest side of a package.

Length And Girth Combined: The measurement of a package obtained by adding the length of the package to the girth of the package.

Letter Pack: A container, same as an envelope, used by the Contractor to ship documents weighing up to 8 ounces. Not used for Ground service.

Manifest: Listing of packages shipped.

Next Business Day: The business day following the day of pickup.

Pack/Pak/Pouch: A container used by the Contractor for smaller flat, unbreakable items, such as large reports, promotional material, legal or bulky documents. Charges are based upon the weight of the container. Not used for Ground service.

Point of Contact (POC): A person designated by the customer agency to handle contract administration at the task/delivery order level.

Private Residence: A home or a place of dwelling that includes those businesses operated out of a home. For Ground delivery to private residences the maximum single package weight to be delivered shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater. Packages delivered to private residences shall be left in a safe area protected from weather or delivered to an alternate address (e.g. with a neighbor), if that is authorized.

Second Business Day: The second business day following the day of pickup.

Shipment: A single piece or multiple pieces, tendered to a Contractor by one consignor at one place at one time, for delivery to one consignee at one place on one bill of lading or commercial form.

Shipper: The originator of a shipment, also known as the consignor.

Skid: A platform used to elevate and transport single or multiple packages.

Small Package: For Express Small Package delivery services, Letter/Envelope, Pack, Pak, Pouch, and small packages weighing from one pound up to 150 pounds. For Ground service, small packages weighing from 1 pound up to 150 pounds. Shipments can be priced based upon Dimensional Weight; see definition for Dimensional Weight.

Third Business Day: The third business day following the day of pickup.
Transit Time: The number of business days, after the day of pickup, used to deliver a Ground shipment. The number of business days can be from 1 to 7 business days (or more for remote locations), depending upon the origin/destination ZIP Code.

Transportation Control Number (TCN): A 17-digit alpha-numeric designator used by the DoD that is applied to each package or shipment to identify a shipment.

Value Added Services: Services offered to the Government, by the Contractor, that are generally not offered commercially. These services may be offered by the Contractor in addition to the basic commercial services. These contract services are offered at the option of the Contractor.

Value Added Network (VAN): A telecommunications network used as an interface between an agency and the Contractor which electronically exchanges information through Electronic Data Interchange (EDI) network services and network-related services.

Weight Break: A list of weights or weight ranges which are used to calculate the cost to transport a shipment at that weight or weight range.

2. Scope:

The Contractor shall:

(1) Provide a full range of services necessary to satisfy ordering agencies' domestic delivery requirements. The Government is seeking services that industry normally accords to commercial customers.
(2) Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide as specified in the Scope of the Contract clause.
(3) Be capable of handling multiple task orders simultaneously.

3. Pricing:

GSA seeks pricing based on commercial practices. Prices should be discounts off the offeror's commercial rates that may or may not include labor rates for driver services, origin & destination services, equipment, transportation services and storage. Discounts should also be offered for any commercial/government tariff discounts, materials, insurance and any accessorials (other direct costs). Prices must meet the stated Service Contract Act and resultant wage determination requirements.

- Proposed Pricing shall be inclusive of the Industrial Funding Fee (IFF).

SIN 451-1, Express Small Package and Heavyweight Delivery Services

Service Type	Service Offered	Discount % Off Commercial Price
EXPRESS SMALL PACKAGE DELIVERY SERVICES – SIN 451-1		
Express Same Day Delivery Service -- Small Package		
Next Flight Out/First Available Flight	N/A	%
Ground Transportation	N/A	%
Other (State Time Delivery) _____	N/A	%
Express Next Day Delivery Service -- Small Package		
8:00 a.m.	N/A	%
9:30 a.m.	N/A	%
10:30 a.m.	N/A	%
12:00 Noon	Yes	14.5%
3:00 p.m.	Yes	14.5%
Other (State Time Delivery) End of Day_____	Yes	14.5%
Express Two Day Delivery Service -- Small Package		
4:30 p.m.	Yes	14.5%
5:00 p.m.	Yes	14.5%
End of Business Day Delivery	Yes	14.5%
Other (State Time Delivery) _____	N/A	%
Express Three Day Delivery Service – Small Package		
4:30 p.m.	N/A	%
End of Business Day Delivery	N/A	%
Other (State Time Delivery) __Priority Mail (non guaranteed)_____	Yes	4.0 to 15.6 Average 11.2%

SIN 451-1, Express Small Package and Heavyweight Delivery Services

Service Type	Service Offered	Discount % Off Commercial Price
EXPRESS HEAVYWEIGHT DELIVERY SERVICES – SIN 451-1		
Express Same Day Delivery Service -- Heavyweight		
Next Flight Out/First Available Flight	N/A	%
Ground Transportation	N/A	%
Other (State Time Delivery) _____	N/A	%
Express Next Day Delivery Service -- Heavyweight		
8:00 a.m.	N/A	%
9:30 a.m.	N/A	%
10:30 a.m.	N/A	%
12:00 Noon	N/A	%
3:00 p.m.	N/A	%
4:00 p.m.	N/A	%
5:00 p.m.	N/A	%
Other (State Time Delivery) _____	N/A	%
Express Two Day Delivery Service -- Heavyweight		
12:00 Noon	N/A	%
4:00 p.m.	N/A	%
5:00 p.m.	N/A	%
End of Business Day Delivery	N/A	%
Other (State Time Delivery) _____	N/A	%
Express Three Day Delivery Service -- Heavyweight		
3:00 p.m.	N/A	%
4:00 p.m.	N/A	%
5:00 p.m.	N/A	%
End of Business Day Delivery	N/A	%
Other (State Time Delivery) _____	N/A	%

SIN 451-2, Ground Small Package Delivery Services

Service Type	Service Offered	Discount % Off Commercial Price
GROUND SMALL PACKAGE DELIVERY SERVICES – SIN 451-2		
Ground Small Package Delivery Service	Yes	0%

SINS 451-1 and 451-2, Accessorial Services and Special Charges

Service Type (If Offered Commercially)	Commercial Price	% off Commercial Price	Government Price
ACCESSORIAL SERVICES AND SPECIAL CHARGES – SIN 451-1 and SIN 451-2			
Increased Liability: Coverage Based on value	Yes	0%	Starts at 1.70
Saturday Pickup and Delivery Service	N/A	%	_____
Sunday Pickup and Delivery Service: Express Mail only	Yes	0%	12.50
Collect on Delivery (COD) Service Fees based on greater of insured value or amount to be collected from recipient.	Yes	0%	Start at 5.25
Hold for Agency Pickup	N/A	%	_____
Hazardous Material and Dangerous Goods Service	N/A	%	_____
Inside Pickup and Inside Delivery for Express Heavyweight Shipments	N/A	%	
Additional Accessorial Services			
Registered Mail, Fess based on value	Yes	0%	
Certified Mail	Yes	0%	Start at 10.00
Delivery Confirmation, Priority, Retail	Yes	0%	2.70
Delivery Confirmation, Pkg Svcs, Retail	Yes	0%	.65
Delivery Confirmation, Electronic	Yes	0%	.75
Restricted Delivery	Yes	0%	.18
Return Receipt, mailed	Yes	0%	4.30
Return Receipt, electronic	Yes	0%	2.20
Return Receipt for Merchandise	Yes	0%	1.00
	Yes	0%	3.60

SINS 451-1 and 451-2, Accessorial Billing Services

Service Type (If Offered Commercially)	Commercial Price	% off Commercial Price	Government Price
ACCESSORIAL BILLING SERVICES – SIN 451-1 and SIN 451-2			
Address Correction : Varies by service	Yes	0%	–
Invalid or No Account Number	N/A	%	
Rebilling	N/A	%	
Credit Card Decline Fee	N/A	%	
Return Shipment No charge for returning Express or Priority Ground: postage charged at appropriate Package Services single-piece price	Yes	O%	See Note
Additional Accessorial Services (itemize each)	Yes	0%	
Signature Confirmation, Retail	Yes	0%	2.20
Signature Confirmation, Electronic	Yes	0%	1.80
Special Handling, up to 10 pounds	Yes	0%	7.10
Special Handling, over 10 pounds	Yes	0%	9.90
Certificate of Mailing	Yes	0%	1.10
Certificate of Mailing, Bulk per 1,000 pieces	Yes	0%	6.00
There may be other fee that could apply to services included under this offering. See link below for those services and fees. http://pe.usps.com/text/dmm300/ratesandfees.htm#wp1048310			

4. General Requirements:

The Contractor shall:

(1) Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.

(2) Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph (s), Order of Precedence of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at onthego@gsa.gov within 5 business days of execution.

5. Reporting Requirements:

The Contractor

(1) Provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially.

All shipping methods - Express Mail Corporate Account (EMCA), PC Postage, and Permit provide account holders with monthly reporting that shows volume and payment for their individual account

(2) All shipment information for transactions paid by Government Purchase Card will be included in all reports under this contract.

Government Purchase Cards can be used with PC Postage and EMCA accounts and will provide transactional data in the monthly reporting

(3) Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, services ordered, number of transactions, price, shipping history, weight of shipments, returns, accessorials, etc. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its domestic delivery services.

The standard reports mentioned in 5. (1) & (2) will automatically be available to the owner of the account. To the extent the information is available, the Postal Service is open to discussion to make custom reports available for specific Government agencies.

(4) Provide the GSA Contracting Office with a quarterly report that details each ordering agency's domestic delivery expenditures for the given report period, and provide a cumulative total across all agencies serviced, by type of service ordered. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15th calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to onthego@gsa.gov, subject: Quarterly Domestic Delivery Services Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Type of Service	Agency	Number of Transactions* (List by type of Service Ordered)	Dollar Value of Transactions* (List by type of service ordered)

USPS understands and will comply with the reporting requirement.

* NOTE: Each individual accessorial is also considered a "type of service" ordered. For each accessorial charge, identify and name the accessorial and list the total number of accessorials used and the total dollar amount for each accessorial used during the period reported.

(5) Fraudulent Use: The contractor shall provide the GSA Contracting Officer a quarterly report listing any suspected fraudulent use of the Transportation, Delivery, and Relocation Solutions Schedule 48 by

authorized or unauthorized users (e.g. using the TDRS schedule for personal use vs. official government purposes). Contractors may report suspected fraudulent use to the GSA Contracting Officer at any time.

The information shall include, at a minimum, the agency, account number, name and address of account, point of contact and phone number for the account, shipping and billing information including the sender and recipient, origin and destination addresses, and proof of delivery. The contractor shall provide the relevant information and the reason why it suspects fraudulent use of the Government account number, including names, dates, phone numbers, origin and destination information for suspected shipments, billing and payment information, and any action taken by the Contractor.

The United States Postal Inspection Service (USPIS), the law enforcement and security arm of the United States Postal Service, is responsible for the enforcement of over 200 federal statutes. USPIS is well equipped to track and report to the GSA Contracting officer any suspected fraudulent use of the TDRS schedule. USPIS already employees sophisticated reporting systems to track criminal activity and generate case files on individuals suspected of a variety of crimes, including fraud. A special case file will be developed within its reporting systems specifically for instances of known or suspected fraudulent use of the TDRS, and in the format prescribed by the SOW. USPIS will provide reports quarterly or as otherwise needed or requested.

Customized Reports:

(1) The Contractor, if offered commercially, shall provide upon request of the government agency, customized reports on service performed under this contract.

All commercially based reporting or data that is available will be provided to the agency per their request.

(2) The specific data elements of the report will be outlined in the Task Order.

USPS will provide reports using data associated with the Task Order, that is available commercially.

GSA Contracting Office:

From time to time, the GSA Contracting Office may require and the Contractor shall provide agency-specific data on the contract services provided (e.g., number of transactions per service, associated sales, etc.) to respond to Congressional, policy, management or OMB inquiries about a specific agency(ies). This is separate from the reporting requirements in the fourth bullet of subparagraph (4) entitled General Requirements.

As a government entity, the USPS falls under regulations associated with the Freedom of Information Act.

6. Specific Requirements:

a. **Participation in the Civil Reserve Air Fleet (CRAF) Program**:

In order to receive a contract award (FOR SIN 451-1) under this solicitation, an offeror shall be a participant in the Civil Reserve Air Fleet (CRAF) Program or be ineligible for CRAF (See Clause L-FSS-FBGT-723 REQUEST FOR INFORMATION ON THE CRAF PROGRAM OR CERTIFICATE OF TECHNICAL INELIGIBILITY). Contractor participation in the CRAF Program is formalized in a contract with the Air Mobility Command (AMC), Department of Defense. A CRAF participant must make a minimum commitment as set forth in the AMC contract.

Contractors who receive a certification of CRAF technical ineligibility or are not eligible to join CRAF (have no aircraft) may receive a contract award under this solicitation. A CRAF ineligible Contractor (to include Contractors who do not own aircraft), when using aircraft other than its own, must use or subcontract with CRAF carriers. Failure to do so will justify termination of this contract.

DOD will negotiate blanket purchase agreements (BPAs) for DOD shipments. In order to receive a BPA, an offeror shall be a U.S. registered air carrier operating aircraft under authority of Federal Aviation Regulations, part 121, and possess a current operating certificate issued by the FAA pursuant to Federal Aviation Regulations, part 121. Additionally, offerors must either;

(1) Be under contract to the Air Mobility Command (AMC) committing at least 25% of the offeror's fleet to the Civil Reserve Air Fleet (CRAF) and must maintain this status for the duration of the contract award under this solicitation (the offeror's "fleet" is defined here to include only those aircraft listed

on the offeror's part 121 operating certificate and determined by AMC to be eligible for long range international service in the (CRAF); or

USPS does not have its own fleet of aircraft however, all air carriers used are CRAF compliant.

(2) If none of the offeror's aircraft are determined by AMC to be eligible for long range international service in CRAF, then the offeror must be under contract to AMC committing at least 15% of the offeror's aircraft eligible for domestic cargo or short range international cargo service in the CRAF; or

(3) Be under contract to AMC committing at least 5 B767 aircraft or the aero medical evacuation segment of CRAF.

b. **Scope of Work:**

(1) For Express Small Package and Express Heavyweight Delivery Services, the Contractor shall provide service coverage to 95% of all ZIP Codes located in CONUS, Alaska, Hawaii, and the Commonwealth of Puerto Rico as defined by the U.S. Postal Service ZIP Code Directory, or to all the ZIP Codes provided commercially, whichever is greater. For Express Small Package Services and Express Heavyweight Delivery Services, Puerto Rico may be treated as a domestic or international shipment, as offered commercially.

The Postal Service delivers to every ZIP Code in the United States, Puerto Rico, Guam the American Virgin Islands and American Samoa. Every American has access to our services regardless of where they live or work. We are the second-largest employer in the United States with nearly 685,000 career employees. We operate the largest civilian vehicle fleet in the world with more than 219,000 vehicles driving more than 1.2 billion miles each year. We process and deliver more than 212 billion pieces of mail — letters, cards, ads, bills, payments and packages — every year to more than 300 million people at 148 million homes, businesses and P.O. Boxes in every state, city and town, and in Puerto Rico, Guam, the American Virgin Islands and American Samoa.

(2) For Ground Delivery Services, the Contractor shall provide service coverage between 95% of all ZIP Code addresses located in CONUS, as defined by the U.S. Postal Service ZIP Code Directory or the maximum number of ZIP Codes provided commercially, whichever is greater. If offered commercially, the Contractor for Ground Delivery Services shall provide service coverage to those ZIP Code addresses located within Alaska, Hawaii, and the Commonwealth of Puerto Rico, as defined by the U.S. Postal Service ZIP Code Directory that are provided to their commercial customers and between CONUS and those ZIP Codes located in Alaska, Hawaii, and the Commonwealth of Puerto Rico that are provided commercially. For Ground Delivery Services, Puerto Rico may be treated as a domestic or international shipment, as offered commercially.

The United States Postal Service® provides delivery service to every business and household address in the continental United States, Alaska, Hawaii, Puerto Rico, American Samoa, the US Virgin Islands, and US military installations worldwide providing customers with privacy and security.

(3) The Contractor is not required to provide pickup or delivery service to Post Office boxes, Army Post Office (APO) or Fleet Post Office (FPO) addresses. This exception does not apply to deliveries made by the United States Postal Service.

The USPS provides Pickup and Delivery to every US address, including Post Office Boxes™, Alaska, Hawaii, Puerto Rico, Guam, US Virgin Islands and most military addresses (APO's/FPO's), at domestic prices.

(4) Contractors may offer any combination of days or weight ranges for Express Small Package and Express Heavyweight services.

USPS currently offers six (6)-day a week delivery (Monday-Saturday) to US addresses at no additional charge. Express Mail service offers a variety of service options, including packaging, flat rates, and postage refunds when service standards are not met . There is a 70 pound weight limit on all packages shipped domestically.

(5) The Contractor shall provide pickup and delivery service to government facilities, commercial addresses, and private residences.

The Postal Service offers Package Pickup where your Carrier will come to your business or residence either the next day or through a scheduled pickup. USPS currently provides six (6)-day a week delivery (Monday-Saturday) to US addresses, business and residential, at no additional charge.

(6) The Contractor shall provide services under this contract in accordance with the Private Express Statutes and 39 Code of Federal Regulations, Chapter 1, Parts 310 and 320.

The USPS has the highest security standards of any mailer in the world, enforced by federal law. Our stringent mail handling procedures and personnel requirements ensure that all customers' valuable merchandise will arrive in good condition. The U.S. Postal Service stands alone in the shipping industry in that all U.S. Mail is backed and protected by the U.S. Postal Inspection Service.

(7) The Contractor shall use their commercial terms and conditions as stated in their Commercial Service Guide in providing services under this contract, to the extent that they do not conflict with the terms and conditions of this contract.

The U.S. Postal Service's Domestic Mail Manual contains a list of mailing services and standard operating procedures that are carried out throughout all shipments. These mailing services shall be reflected in any contracts signed by the customer and the Postal Service.

c. **Objectives**:

The Domestic Delivery Services contracts are designed to provide quality Express Small Package, Express Heavyweight, and Ground Small Package pickup and delivery services to the government; reduce administrative costs; obtain data on shipments for contract management; and infuse commercial practices to the maximum extent possible.

The Postal Service's premier overnight Express Mail service is guaranteed to satisfy customers in both private and government sectors with speedy, reliable and affordable service. USPS accepts packages up to 70 pounds.

d. **Time and Date of Delivery:**

(1) For Next Day and Two Day Express Small Package delivery, the Contractor shall deliver extremely urgent letters in accordance with the provisions of the Private Express Statutes (Title 39 Code of Federal Regulations, Subchapter E, Parts 310 and 320). If the delivery requirement provisions of 39 CFR 320.6(b) do not apply to the extremely urgent letter shipment, the Contractor shall deliver extremely urgent letters the next business day or second business day, as offered commercially.

Express Mail service is our fastest service for time sensitive packages, providing overnight delivery to most locations or your postage is refunded. There is no extra charge for Saturday delivery of Express Mail. A complete description of USPS Express Mail service can be accessed on line. http://pe.usps.com/text/dmm300/413.htm

(2) For all other Express Small Package, Express Heavyweight, and Ground shipments, the Contractor shall deliver small packages, heavyweight shipments, and Ground shipments at the delivery times for the service selected, as offered commercially.

Priority Mail service is our reliable two-three day service for both documents and packages. It's one of the best values in shipping with competitive, economical prices. Priority Mail pieces can be delivered to mailboxes, mail slots and P.O. Boxes. All Priority Mail receives expeditious handling and transportation. The USPS follows uniform guidelines for distributing and delivering mail but does not guarantee delivery within the specified time. USPS also offers other commercially available package services. A complete description of USPS Priority Mail can be accessed on line. http://pe.usps.com/text/dmm300/423.htm

e. **Implementation Schedule:**

(1)After the issuance of a Task/Delivery Order or BPA, the Contractor, if requested by the agency, shall contact the agency point of contact to discuss implementation procedures.

A dedicated customer service representative will work with the agency to define an implementation schedule and to outline requirements associated with the Task Order. A Postal team assigned to the agency's account will work with Postal functional support groups to ensure that we are compliant with agency requirements.

(2)If requested by the agency, the Contractor shall meet with Agency representatives at a time and location designated by the point of contact to review agency requirements.

This request is acceptable. A Postal team assigned to the agency will be available to meet and review agency requirements.

(3)The Contractor shall establish individual shipper accounts as stated in the Task Order.

The USPS has the capability to create individual shipper accounts.

f. **On-Time Performance:**

The Contractor shall provide a minimum level of 95% on-time performance for all shipments, or the level of on-time performance for all shipments provided to their commercial customers, whichever is greater.

The USPS will comply with this requirement. Express Mail (guaranteed service) exceeds the agency's 95% requirement.

g. **Delivery Commitment Guarantee:**

(1) The Contractor, for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small/heavyweight packages, and Ground delivery of small packages (if offered commercially), shall meet the delivery commitment for each service proposed or the service shall be at no cost to the Government for the services ordered.

		1 DAY	2 DAY	3 DAY
GUARANTEED	EXPRESS MAIL® SERVICE	√	√	
NONGUARANTEED	PRIORITY MAIL® SERVICE	√	√	√

There is no guaranteed delivery commitment for Priority Mail service (nonguaranteed) and ground services. Service commitment will depend on city pairs.

(2) The Contractor, for Ground, shall provide the shipper a method (internet, telephone, or other means) to obtain the number of days transit time for each shipment in order to determine the day of delivery for the money back guarantee.

USPS does not offer a guaranteed ground service.

(3) If the accessorial services for Saturday Pickup and Delivery or Sunday and Holiday Pickup and Delivery for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small/heavyweight packages, and Ground delivery of small packages (if offered commercially), are requested and the delivery commitment is not met, then the cost for the transportation charges shall be at no cost to the Government. The other accessorial services if requested on the CBL or electronic CF&P, and if performed, may be billed.

Saturday delivery is a key competitive advantage that provides over 50 additional delivery days annually compared to UPS and FedEx. Packages are delivered six days a week, 52 extra delivery days compared to the competition at no extra cost.

The USPS refunds the postage for a Express Mail pieces for which delivery to the addressee was not attempted by the guaranteed time subject to the standards for this service, unless the delay was caused by one of the situations in DMM 114.3.1, Postage Not Refunded. http://pe.usps.com/text/dmm300/114.htm

h. **Shipment Tracking/Tracing:**

(1) The Contractor shall provide the shipper or the receiver of the shipment the ability to track/trace all shipments from the date and time of pickup at origin to the date and time of delivery at destination.

USPS tracking services provide detailed information on the delivery status of your package. Scan events include "acceptance (manifest acknowledgement)", "en-route", and "delivered". All electronic mailers receive extract files, which are provided 16 times daily and contain all scan data uploaded since the last extract file was provided to the mailer. The website is updated in "near real time", in that the tracking data must be uploaded from carriers and post offices to database. Tracking information is also available online: http://www.usps.com/shipping/trackandconfirm.htm?from=home_header&page=trackandconfirm

(2) The Contractor's tracking/tracing system shall be able to trace all shipments by the Contractor's unique identifying CBL number or as offered commercially.

Commercial packages are identified by the Mailer ID and unique package identifier that are imbedded in the barcode. This information can be captured at acceptance, during processing and delivery and is used to provide data to the shipper.

(3) Tracking/tracing information shall include all the information provided commercially.

SPS provides visibility/tracking of packages via the Track/Confirm page on usps.com. All scanning events on packages will be shown. See - Attachment #1 Product Tracking System Event Codes, Domestic Mail

(4) The Contractor shall update its tracking/tracing system with shipment status information at least once each day or the same number of times it updates its system for commercial customers, whichever is greater.

All electronic mailers receive extract files, which are provided 16 times daily and contain all scan data uploaded since the last extract file was provided to the mailer. The website is updated in "near real time", in that the tracking data must be uploaded from carriers and post offices to database.

i. **Proof of Delivery:**

The Contractor shall provide proof of delivery in the same manner they provide to their commercial customers.

Proof of delivery is made available to commercial customers as described in section h. 1. or customers may access delivery information on the Internet by visiting
http://www.usps.com/shipping/trackandconfirm.htm?from=home_header&page=trackandconfirm
The USPS offers an immediately available response Help Desk (1-800-222-1811) for Track and Confirm issues Monday through Friday, 7:00 AM to 5:00 PM, and provides limited support at night and on weekends.

j. **Default Service**

(1) If the shipper does not indicate on the CBL or electronic CF&P for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small packages, and Express Heavyweight shipments, the delivery service required, the Contractor shall provide the default service level as offered commercially. The customer shall be charged the contract rate for the service provided. Default service must comply with 39 CFR 320.6(b).

The customer shall receive the service that is promised by the U.S. Postal Service, backed by the Inspection Service, and outlined in the contract. Method used to produce label includes the level of service, Express Mail service, Priority Mail service or ground services. USPS does not utilize CBL's.
Reporting is defined in #5 1and 2.

(2) Ground shipments do not have a default service.

USPS does not offer a default service for ground shipments.

k. **Designated Service Not Available:**

(1) When the delivery service requested is not available for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small packages, and Express Heavyweight shipments, delivery shall default to next earliest available delivery time, as offered commercially. The customer shall be charged the appropriate contract rate for the actual service provided.

Payment for USPS shipments must be paid when the shipment is accepted by the Post Office. Postage is determined by the service level. USPS does not default to an alternate service level.

(2) Ground shipments do not have a default delivery time.

USPS does not offer a default service for ground shipments

l. **Items for Shipment:**

(1) The items transported for shipment shall include general commodities and those items transported for their commercial customers.

The Postal Service's focus continues to be providing customer service in the most efficient way possible. Delivery services available to commercial customers are also available under this schedule.

(2) The Contractor shall offer special handling and delivery of hazardous material and dangerous goods, if offered commercially, as outlined in the applicable governing regulations, including, but not limited to, Title 49 of the Code of Federal Regulations (49 CFR) and all applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods.

USPS handles perishable and hazardous shipments, within USPS regulated guidelines as outlined in Publication 52. http://pe.usps.com/cpim/ftp/pubs/Pub52/pub52tc.pdf

m. **Liability Coverage:**

(1) For Express Small Package and Ground shipments, the Contractor shall provide liability coverage of $100 per package, or the amount offered commercially, whichever is greater, unless higher liability coverage is declared on the CBL or electronic CF&P at the time the shipment is tendered.

Express Mail service shipments are automatically insured for $100.00. Additional insurance can be purchased for a fee. Priority Mail service and ground services do not automatically include insurance. The fee for insurance starts at $1.70. Refer rate tables in section ff. 1.

(2) For Express Heavyweight shipments, the Contractor shall provide liability coverage of $75.50 per shipment or $0.50 per pound per shipment, whichever is higher, or the amount offered commercially, whichever is greater, unless a higher liability coverage is declared on the CBL or electronic CF&P at the time the shipment is tendered.

Not Applicable. USPS accepts packages up to 70 pounds.

n. **Size and Weight Limitation:**

The Contractor shall provide services for Express Small Package, Express Heavyweight, and Ground shipments consisting of a single package or multiple packages.

The Postal Service's highly mechanized mail processing facilities are equipped to handle single packages

- **SINGLE PACKAGE -- shipment weight and size criteria:**

EXPRESS SMALL PACKAGE AND GROUND:

(1) For Express Small Package the single maximum package weight shall be up to 150 pounds, except for Ground delivery to private residences; and

USPS accepts packages up to 70 pounds that measure up to 108 inches in combined length and girth. Ground parcels up to 130 inches in length and girth are accepted at an additional charge.

(2) For Ground delivery to private residences, the maximum single package weight shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater; and

USPS accepts packages up to 70 pounds.

(3) The size of packages accepted by the Contractor for Express Small Package and Ground shall be the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and

USPS accepts packages up to 70 pounds that measure up to 108 inches in combined length and girth. Ground parcels up to 130 inches in length and girth are accepted at an additional charge.

(4) The Contractor may round up the individual package weight to the next higher pound if the individual package weight contains a fraction of a pound.

Customers can send Express Mail packages based on individual weight and zone and packages over .5 pound are rounded up to the next whole pound. Express Mail Flat-rate Envelopes are priced at set rates regardless of weight or distance.

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Priority Mail prices are charged per pound; any fraction of a pound is rounded up to the next whole pound. Priority Mail Flat-Rate Envelopes and Boxes are charged a flat rate regardless of weight or distance.

EXPRESS HEAVYWEIGHT:

Not Applicable. The Postal Service accepts packages up to 70 pounds.

(1) For Express Heavyweight, the single package weight shall be from 151 pounds and above; and

(2) The size of packages accepted by the Contractor for Express Heavyweight delivery shall be the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and

(3) The Contractor may round up the individual package weight to the next higher pound if the individual package weight contains a fraction of a pound.

- **MULTIPLE PACKAGE -- shipment weight and size criteria:**

Not Applicable. The Postal Service will rate packages by single piece.

EXPRESS SMALL PACKAGE AND GROUND

(1) The total weight of a multiple package Express delivery or Ground shipment may exceed 150 pounds, as long as no single package weighs over 150 pounds, except for Ground delivery to private residences; and

(2) For Ground delivery to private residences, the maximum single package weight shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater. The total weight of a multiple package Ground shipment may weigh more than 70 pounds, when offered commercially; and

(3) The Contractor, shall price multiple package shipments based on the price of the total weight of the shipment, the price based on the weight of each package, or on dimensional weight, whichever is offered commercially; and

(4) For Express Small Package and Ground shipments, no single package in a multiple package shipment shall exceed the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and

(5) All packages are shipped on the same CBL or electronic CF&P; and

(6) All packages are tendered to the Contractor at the same time by the same consignor and are destined for the same consignee; and

(7) For multiple package shipments the Contractor may round up the aggregate weight to the next higher pound if the aggregate package weight contains a fraction of a pound.

EXPRESS HEAVYWEIGHT:

Not Applicable. USPS accepts packages up to 70 pounds.

(1) The total multiple package shipment weight for an Express Heavyweight shipment shall be from 151 pounds and above; and

(2) An individual package, as part of a multiple package Express Heavyweight shipment, may weigh under 150 pounds, provided the total shipment weight is 151 pounds or more; and

(3) For Express Heavyweight delivery shipments, no single package in an multiple package shipment shall exceed the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and

(4) All packages are shipped on the same CBL or electronic CF&P; an

(5)All packages are tendered to the Contractor at the same time by the same consignor and are destined for the same consignee; and

(6) For multiple package shipments the Contractor may round up the aggregate weight to the next higher pound if the aggregate package weight contains a fraction of a pound.

o. **Pickup:**

EXPRESS SMALL PACKAGE AND GROUND:

(1) The Contractor, for Express Small Package and Ground shipments, shall provide pickup service at the door of government facilities, commercial addresses, and private residences.

USPS offers Carrier Pickup™ free of charge for packages paid for with PC Postage or an Express Mail Corporate Account. Your carrier will pick up the package when your regular mail is delivered. This service is available with Express Mail service and Priority Mail service,

(2) The Contractor shall provide pickup service during the times offered commercially, each business day.

Pickup On Demand is available for one low fee. For same day requests pickups are usually made within 2 hours. This service is available for Priority Mail items, Express Mail items, and certain ground service parcels.

(3)The day of pickup is not counted as a business day except for same day service.

The day of pickup is counted as day zero.

EXPRESS HEAVYWEIGHT:

Not Applicable. The Postal Service accepts packages up to 70 pounds

(1) The Contractor, for Express Heavyweight shipments, shall provide pickup at government facilities, commercial addresses, and private residences.

(2) The consignor will notify the Contractor prior to pickup, during the Contractor's normal business hours that they have a pickup, unless prior arrangements have been made for regular pickups. The consignor will inform the Contractor of the package(s) weight and size to be picked up.

(3) Unless otherwise specified, the Contractor shall provide pickup at the receiving/loading dock or main entrance location.

(4) The Contractor is responsible for physically picking up the shipment and for placing the shipment in the vehicle.

(5) The Contractor shall provide pickup service during the times offered commercially, each business day.

(6) The day of pickup is not counted as a business day except for same day service.

p. **Delivery:**

EXPRESS SMALL PACKAGE AND GROUND:

(1) The Contractor, for Express Small Package and Ground shipments, shall provide door-to-door delivery to government facilities, commercial addresses, and private residences.

A combination of delivery methods are considered to provide adequate service to all residential and business sections of a community. All US Postal Service delivery services are available to all ZIP Codes® in the United States, including Post Office Boxes. Sunday and Holiday Express Mail delivery is available in some locations. A fee may apply.

(2) For extremely urgent letters using Express delivery the Contractor shall provide door to door next day delivery in accordance with the Private Express Statutes and 39 CFR, Chapter 1, Parts 310 and 320. If the delivery requirement provisions of 39 CFR 320.6(b) does not apply to the shipment, the Contractor shall deliver extremely urgent letters in accordance with their commercial practice.

USPS is committed to deliver all Express Mail packages prior to the guaranteed time.

(3) For other Express Small Package and Ground shipments, the Contractor shall provide door-to-door delivery at the times offered commercially.

USPS provides delivery to the designated delivery point.

(4) For Ground delivery to private residences the maximum single package weight to be delivered shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater. The total weight of a multiple package Ground shipment may weigh more than 70 pounds, when offered commercially. Packages delivered to private residences shall be left in a safe area protected from weather or delivered to an alternate address (e.g. with a neighbor), if that is authorized, in accordance with their commercial practice.

The delivery person will take every precaution to protect packages from weather elements. The addressee can authorize the package to be left with a neighbor.

(5)The delivery is completed at a government facility or commercial address when the consignee or an individual at that location accepts the package(s) and signs for receipt, or the package(s) are left without a receipt, if that is authorized.

Unless a Waiver of Signature is requested at the time of mailing, Express Mail service requires a signature at the time of delivery. If there is no one available to sign for the package a notice will be left and the package will be taken back to the local Post Office and held for customer pickup. Other services do not require a signature and packages are left without a receipt, unless signature and/or receipt is requested and paid for by the sender.

(6) The delivery is completed at a private residence when the consignee, or an individual at the location accepts the package(s) and signs for receipt, or the package(s) are left without a receipt, if that is authorized.

See # 5 above

(7) If security or administrative restrictions prohibit delivery within a building, than the Contractor shall make delivery to the area designated for delivery (e.g. mailroom, security area, administrative area, x-ray machine). For purposes of the delivery commitment, delivery will have been made when delivery has been made to the area designated for delivery.

If security or administrative restrictions prohibit delivery within a building the Postal Service will work with the building management company or the agency to establish a mode of delivery that is acceptable to both the Postal Service and the agency.

EXPRESS HEAVYWEIGHT:

Not Applicable. USPS accepts packages up to 70 pounds

(1) The Contractor, for Express Heavyweight shipments, shall provide delivery to government facilities, commercial addresses, and private residences.

(2) The Contractor shall provide delivery of packages to government facilities and commercial addresses at the receiving/loading dock, at the main entrance location, or adjacent loading area, or at private residences, or at other locations requested by the shipper, at the times offered commercially.

(3) The Contractor shall physically remove the shipment from the vehicle and place it on the receiving/loading dock, at the main entrance location, or adjacent loading area at government facilities or commercial addresses, or at the front door of the residence being served.

(4) The delivery is completed at a government facility or commercial address when the Contractor places the shipment on the receiving/loading dock, at the main entrance location, or adjacent loading area and the consignee or an individual at that location, if requested, signs for receipt.

(5) The delivery is completed at a private residence when the consignee or an individual at the location accepts the package(s) and signs for receipt, if requested.

(6) If security or administrative restrictions prohibit delivery within a building, than the Contractor shall make delivery to the area designated for delivery (e.g. mailroom, security area, administrative area, x-ray machine). For purposes of the delivery commitment, delivery will have been made when delivery has been made to the area designated for delivery.

q. **Specific Agency Arrangements:**

When the Contractor and agency agree, the Contractor shall change the pickup and/or delivery locations, establish regular pickups, consolidate delivery points, install lock/drop boxes, or establish other similar operational procedures to more efficiently and effectively service agency accounts, or provide the services offered commercially, whichever is greater.

The USPS will try to accommodate the customer and provide mail delivery/pick up at a location that is mutually agreeable to both parties. Safety, contractual agreements, community restrictions, past practices, volume and efficiency will all play a part in determining the best mode and location of pickup and delivery.

r. **Attempted Delivery:**

(1) The Contractor shall attempt to deliver a shipment the number of times they do commercially.

Express Mail service

An Express Mail carrier will deliver a mail piece to the addressee. If delivery of an Express Mail package cannot be made, a notice will be left unless the mailer has waived signature. There is no automatic redelivery of an Express Mail package. If the agency does not request that the package be held for pickup or schedule a redelivery, a second notice will be delivered by your letter carrier 3 business days after the initial delivery attempt. If the addressee does not pick up the package or schedule a redelivery within 5 business days from the first attempted delivery, the Express Mail package will be returned to the sender endorsed unclaimed.

Priority Mail service

The carrier will attempt delivery of a Priority Mail package and leave a notice if unable to leave the package in a secure location. If the customer has not requested redelivery, or picked the package up at the Post Office

a second notice will be left on day 5. The package will then be held 10 additional days before it is returned to the sender endorsed as unclaimed.

(2) The Contractor shall leave a notice of attempted delivery on each delivery attempt.

See response in item #1.

(3) The Contractor shall contact the consignor or consignee for disposition instructions if the delivery attempt is unsuccessful, in accordance with commercial practice. The cost of any further disposition or additional deliveries requested by the consignor will then be the responsibility of the consignor.

See response in item #1.

(4) For Express Heavyweight shipments, when a delivery attempt is unsuccessful, no delivery re-attempt will be made except upon request of the consignee.

Not Applicable. USPS accepts packages up to 70 pounds.

(5) For on-time tracking purposes, the delivery is accomplished on the date and time of the first attempted delivery to the address on the package.

Yes.

s. Address Adjustment:

The Contractor shall attempt to correct any obvious destination address errors which would not cause late delivery of the shipment (e.g., incorrect street address or room number) and deliver the shipment within the time requirements specified herein at no additional cost. If the shipment cannot be delivered, the Contractor shall contact the consignor or consignee for disposition instructions, in accordance with commercial practice.

The USPS Postal Carriers are dedicated to excellent customer service. When a package has missing or incorrect elements of the address, the Carrier will make every effort to identify the address of the intended recipient and attempt successful delivery. If the addressee is not a known patron, the package will be endorsed Undeliverable as Addressed, and returned to the sender.

t. Adjustment of Shipment Weight:

(1) The Contractor may reweigh a shipment at any time prior to delivery.

The USPS has the right to review packages to determine if proper postage has been paid.

(2) If the shipment weight is not equal to the actual weight (including Letters or Envelopes that weigh over 8 ounces), the Contractor shall enter the correct weight and apply the correct charge to the shipment.

USPS reserves the right to ensure that proper postage has been paid. Adjustments are made per the agreement with the agency according to commercial practice.

(3) Weight adjustments will be in accordance with commercial practice.

All weight adjustments for the agency will be in accordance with commercial practice.

(4) The Contractor shall indicate on the billing documents submitted to the paying activity those shipments that have been adjusted for weight.

As required by law, postage must be paid at the time of mailing; If adjustments are made to a mailing statement, the acceptance unit will communicate with the agency in accordance with commercial policy.

u. Default Weight:

(1) For Express and Ground small packages, when the shipper does not indicate the weight of an individual package or the total weight of a multiple package shipment, the Contractor has the choice of weighing the package(s) and indicating the weight on the appropriate shipping document or allowing the weight for an individual piece to default to the Contractor's commercial default weight.

If the agency is mailing under a permit, packages will be sampled when they are presented to the Postal Service. Postage adjustments will be made if the sample demonstrates that the package weights do not match with the postage paid.

(2) The Contractor shall indicate on the billing documents submitted those shipments where default weight was applied.

As required by law, postage is paid at the time the shipment is accepted by USPS

v. **Customer Service:**

The Contractor shall provide a toll free telephone number staffed with customer service personnel familiar with the terms and conditions of the contract, or provide the level of customer service in accordance with commercial practice.

The Business Service Network (BSN) is a nationwide network dedicated to providing service support to USPS's largest customers for service issues, information, and request needs.

A BSN representative is a single point of contact assigned to large customers to address service issues, information, and needs. The BSN rep is a USPS employee experienced in various aspects of the USPS products, services, and procedures. The BSN representatives will work closely with a cross-functional USPS team of experts that have been designated as Customer Support Team members (CSTM) to resolve customer issues. The BSN was designed to ensure consistent customer service across the nation and you will be provided an "800" number to provide the agency with customer service in accordance with commercial practice.

w. **Loss or Damage:**

(1) The Contractor shall provide customer service personnel familiar with the handling of claims for loss or damage of shipments made under the contract.

USPS has trained personnel who will help agency customers with lost or damaged shipments.

(2)The Government will submit notification of claims for loss or damage in accordance with the time frames specified in the Contractor's Commercial Service Guide, in accordance with commercial practice.

Damaged and/or Items Missing: claims can be filed immediately, but no later than 60 days from mailing date. The article, packaging and container must be presented to the Postal Service for damage claims.

Lost mail article: claim must be made within the time limits in the chart below:

	When to File (From Mailing Date)	
Mail Type or Service	No Sooner Than	No Later Than
Insured Mail	21 Days	180 Days
COD	45 Days	180 Days
Registered Mail	15 Days	180 Days
Registered COD	45 Days	180 Days
Express Mail	7 Days	90 Days
Express Mail COD	45 Days	90 Days

APO/FPO Insured Mail (First-Class Mail, SAM or PAL)	45 Days	1 Year
APO/FPO Insured Mail (Surface Only)	75 Days	1 Year

(3) The Contractor shall have the number of business days offered commercially from the date of receipt of the agency notification of loss or damage, to provide the disposition of the claim.

It is reasonable to expect disposition of claims within thirty days after the claim is received by USPS.

x. **Commercial Forms and Procedures (CF&P):**

(1) The Contractor shall provide all commercial forms (electronically and/or in hardcopy form) necessary for the successful pickup, transportation, and delivery of all items under the contract in accordance with commercial practice.

The agency can put a wide range of Internet-based postal tools to work for their businesses. Shippers can complete and print forms conveniently online using the Postal Service Web site http://www.usps.com/forms/welcome.htm.

(2) Both the CBL and electronic CF&P shall have space for the consignor to select service(s) awarded to the Contractor under this contract.

Not Applicable. The USPS does not use CBL's.

y. **Distribution of Commercial Bill of Lading (CBL):**

Not Applicable. The USPS does not use CBL's

(1) The Contractor shall provide Commercial Bill's of Lading to each account established with agencies that have submitted a Task/Delivery Order or BPA to the Contractor.

(2) The Contractor shall provide instructions on the proper procedure for filling out the Commercial Bill of Lading.

z. **Packaging Requirements:**

(1) For Express small packages, the Contractor shall provide to the Government, at no additional cost, all the sizes and types of packaging material provided commercially.

The USPS provides free packaging for both Express Mail and Priority Mail shipments. We currently offer over 20 standard products to all of our customers.

(2) The Contractor, for Ground, if offered commercially, shall provide to the Government all the sizes and types of packaging material provided to their commercial customers.

Free packaging is not provided for ground services.

(3) The Contractor shall provide instructions on the proper procedure for packing and the packaging of shipments, in the manner they provide commercially.

Account support will be provided to the agency. Additional information regarding packing and packaging can be found on our website. http://pe.usps.com/text/dmm300/601.htm#wp1078124 .

aa. **Shipping Systems:**

The Contractor shall provide a shipping system to accounts in accordance with commercial practice. The shipping system shall have the same features as offered commercially.

USPS relies on third-party vendor applications. The PC Postage vendors may offer systems at no cost if the customer maintains a minimum spend per month.

bb. **Security:**

(1) The Contractor shall have in place a program which assures the Government that there are adequate safeguards to protect government shipments from loss, damage, theft, or terrorism, and provides for the security of the EDI transmission of government data; and

United States Postal Inspection Service (USPIS) administers loss-detection and loss prevention programs to protect mail from loss and theft. When loss and theft occur, USPIS ensures that effective countermeasures and prevention programs are put in place.

USPIS works cooperatively and closely with counterparts in other federal agencies and with commercial security professionals. They have access to advanced technical resources and critical intelligence. USPIS offers security related expertise to other government agencies and commercial entities collects security related intelligence and performs analysis to assess risk and mitigate the potential for loss in new products

USPIS administers traditional security programs such as physical security, and is also responsible for responding to natural or man made disasters. They are charged with implementing requirements mandated by Presidential Directive 19, which establishes national policies related to deterring, detecting, preventing, providing protection from, and responding to the terrorist use of explosives USPIS has law enforcement officers assigned to full-time positions with the FBI's National Joint Terrorism Task Force and DHS's national Operations Center. USPIS also actively participates in homeland security and law enforcement working groups, including the federal Interagency Intelligence Committee on Counterterrorism and the National Counterterrorism Center...

USPIS uses incident-management software to track personnel, resources, and events while conducting mail-screening operations. They also perform responsibilities related to incident management, infrastructure protection, aviation mail security, and emergency performance measurement. They ensure business continuity by anticipating threats to Postal Service interests. USPIS staff must maintain a high level of national preparedness through coordinated planning and oversight. They can provide readiness for all hazards, implementing risk-mitigation plans and procedures, and deliver prompt and effective incident-response and recovery operations across the country.

USPIS also is responsible for developing, implementing and maintaining policies and procedures for the acceptance, processing, transport and delivery of mail. It ensures that postal operations are in compliance with the U.S. Postal Service Memorandum of Agreement with the Federal Aviation Administration and all Transportation Security Agency directives. Letters and packages at risk (over a certain weight limit and anonymously deposited into the mail network) are prevented from being transported on aircraft. USPIS develops training for postal employees, and the related tools and support necessary to successfully implement its safe mail acceptance and handling procedures. Its programs are constantly examined and evaluated against today's threats and organizational changes. USPIS also is responsible for advising on policies and procedures for the acceptance and handling of hazardous materials.

When mail suspected of containing explosives or biological, chemical or radiological substances is identified, USPIS responds with personnel that have been specially trained and equipped to address these threats and to protect its employees and the mail system. USPIS partners with other agencies in the homeland security community and assists with national security programs. USPIS delivered more than 141 educational seminars to business owners, other law enforcement and government agencies on mail safety and handling protocols. In one year's time, USPIS reduced facility evacuations by 34 percent and reduced delayed mail and operating costs associated with evacuations.

USPIS also oversees the security reviews of mail handling operations at airports and other sites managed by USPS contractors within the Postal Service's air and ground transportation nationwide network. USPIS ensures that suppliers meet contractual obligations to protect the security of the mail during all phases of handling. USPIS also protects the Postal Service's international and military mail operations and related assets worldwide. USPIS personnel conduct domestic and international investigations and liaison with foreign postal administrations, security personnel and law enforcement authorities around the world. USPIS engages in mail security and prevention initiatives with its foreign counterparts and provides security consulting for foreign postal administrations through the Universal Postal Union.

USPIS protects mail from loss and theft by installing access control devices and strategically deploying uniformed security force personnel where needed to prevent access to our facilities and mail transportation network from unauthorized persons. It analyzes loss information and incident reports, develops effective countermeasures, performs on-site checks of facilities that process and deliver mail and conducts pre-employment screening. Personnel screening is performed by the USPIS' Security Investigations Center in Memphis, TN. The program ensures that new employees and contractors meet all eligibility requirements for hiring.

It trains designated Security Control Officers at postal facilities across the country, offers security expertise on new mailing products and services, recommends cost efficient but effective security measures during the construction of new facilities, and provides armed escort for high value shipments.
USPIS also proactively addresses cyber crime affecting the Postal Service and its customers, and develops solutions to mitigate threats through its criminal investigations of cyber criminals, and identifying and mitigating risks to Postal Service products and systems.

(2) The Contractor shall have in place a program or method that assures that there are adequate safeguards to secure the Government's credit card information, cardholder information, Government account and address information, or any other Government data pertinent to this contract.

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. Adherence to information security policies will safeguard the integrity, confidentiality, and availability of Postal Service information and will protect the interests of the Postal Service, its personnel, its business partners, and the general public. The United States Postal Inspection Service oversees all fraud and data security issues.

(3) Have a method of obtaining background information about employees performing pickup and delivery, transportation, and package handling that will assure basic safeguards against loss, damage, or theft; and

United States Postal Inspection Service (USPIS) protects mail from loss and theft by installing access control devices and strategically deploying uniformed security force personnel where needed to prevent access to our facilities and mail transportation network from unauthorized persons. It analyzes loss information and incident reports, develops effective countermeasures, performs on-site checks of facilities that process and deliver mail and conducts pre-employment screening. Personnel screening is performed by the USPIS' Security Investigations Center in Memphis, TN. The program ensures that new employees and contractors meet all eligibility requirements for hiring. USPIS personnel also periodically perform systematic reviews to ensure compliance throughout the agency with local hiring policies and employment requirements.

(4) Have a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of the contract. Any equipment and information processing systems containing government information shall have security measures to protect against unauthorized access; and

The USPS has implemented industry-standard data security measures and software programs to monitor network traffic that identifies and prevents unauthorized attempts to upload or change information, or otherwise cause damage.

USPS security policies ensure the creation and implementation of an environment that:

a. Protects information resources critical to the Postal Service.

b. Protects information as mandated by Federal laws.

c. Protects the personal information and privacy of employees and customers.

d. Reinforces the reputation of the Postal Service as an institution deserving of public trust.

e. Complies with due diligence standards for the protection of information resources.

f. Assigns responsibilities to relevant Postal Service officers, executives, managers, employees, contractors, partners, and vendors

(5) The Contractor shall obtain the necessary building access clearances for those Contractor employees involved in picking up and delivering packages under this contract.

USPS will work with the agency to obtain the clearances that will be necessary for the delivery and receipt of mail.

cc. Training Provided by the Contractor:

If offered commercially, the Contractor shall provide to government agencies, upon their request, training sessions and distribute a training videotape for the purpose of explaining the contract services awarded and how to most efficiently and effectively use them.

An appointed USPS representative will work closely with the agency to provide training and other resources that will assist in implementing a smooth transition to using USPS as the carrier of choice.

dd. Assignment of Account Number:

(1) Except point of sale transactions, upon receipt of a Task/Delivery Order or Blanket Purchase Agreement (BPA) the Contractor shall begin the process of assigning account numbers.

Once the agency's shipping needs are identified a Postal representative will assist the agency in the application process for the appropriate accounts and account numbers will be assigned in accordance with commercial practice.

(2) Assignment of account numbers shall be the first step in the account set-up process. The set-up shall be completed within the timeframes commercially offered.

The application for an account that is commercially offered will have a number associated with it and the application process will be completed within the time frames commercially offered.

(3) The Contractor shall, when requested by the agency, accept new accounts only when approved by the agency point of contact.

New accounts will be accepted with approval by the agency contact as commercially offered.

(4) The Contractor shall assign unique account numbers to all agencies who have issued a Task/Delivery Order or BPA to the Contractor requesting delivery services and for which the Contractor has accepted the Task/Delivery Order.

A unique account number will be issued for each account that has been approved by the agency as commercially offered.

(5) The Contractor shall be responsible for the maintenance of account numbers throughout the life of the Task/Delivery Order or BPA.

USPS will maintain all active account numbers as commercially offered.

(6) In the event the ordering agency selects a new service provider of domestic delivery services, the Contractor shall transition agency data to facilitate and ensure a smooth transition in accordance with standard commercial practices.

To ensure a smooth transition, USPS will cooperate with a new service provider in accordance with USPS corporate policy.

ee. Quality Assurance:

(1) The Contractor shall maintain a quality assurance program that shall ensure the security of the shipments, equipment and data has adequate safeguards and satisfies contract requirements; and

The United States Postal Inspection Service and the Office of the Inspector General perform routine audits and respond to inquires regarding quality assurance issues to ensure the integrity of the US Mail. Also see supplemental information in section bb.

2)The information captured for reports, if offered commercially, is accurate, complete, and timely; and

Information captured for reporting purposes that includes payment systems and data collection systems, is accurate, complete and timely.

(3) Customer service assistance is available in handling customer complaints, resolving customer issues and paying of claims in accordance with the terms and conditions of this contract.

Customer service at USPS is only a phone call a way, 1-800-ASK-USPS is available 24/7. A Business Service Network specialist will also be assigned to assist the agency with resolving issues and handling complaints.

ff. Accessorial Services and Special Charges:

If offered commercially, the Contractor shall provide the following Accessorial Services and Special Charges, in accordance with the Contractor's commercial practice.

A complete description of Extra Services, that may be considered assessorial charges by the agency, can be found in the DMM. http://pe.usps.com/text/dmm300/503.htm

(1) Increased Liability Coverage.

Liability coverage over and above the basic liability coverage of $100. Additional liability coverage should be available in increments of $100. The consignor will indicate the amount of additional coverage on the CBL or electronic CF&P.

Express Mail service provides insurance up to $100 free of charge. The following table illustrates prices associate with additional incremental insurance, which is available for Express Mail items valued up to $5,000.

Fee	Additional Express Mail Insurance Coverage
$0.75	$100.01 to $200.00
$2.10	$200.01 to $500.00
$2.10 plus $1.35 for each $500, or fraction thereof	$500.01 to $5,000

Insurance is available for Priority Mail & ground services in amounts up to $5,000. The following table illustrates the incremental fees and insurance coverage up to $500:

Fee	Insurance Coverage
$1.70	$0.01 to $50
$2.60	$50.01 to $100
$2.60	$100.01 to $200
$4.60	$200.01 to $300
$5.55	$300.01 to $400
$6.50	$400.01 to $500

(2) Saturday Pickup and Delivery Service.

USPS currently provides six day a week pickup and delivery service (Monday-Saturday) for no additional charge.

(3) Sunday or Holiday Pickup and Delivery Service.

Sunday and holiday delivery are available for Express Mail items at some locations for an additional charge.

(4) Collect on Delivery (COD) Service.

Acceptance of payment of the goods from the consignee in the form accepted commercially (e.g. certified check, cashier's check, or money order) issued by or on behalf of the consignee and made payable to the consignor.

USPS customers pay for merchandise and postage with cash or a personal check at the time of delivery with Collect on Delivery Service (COD). COD also provides you the added security of insurance coverage against loss or damage of up to $1,000 for a fee. COD is not available for international mail or for mail addressed to military Post Office (APO/FPO) addresses.

(5) Hold for Agency Pickup.

The Contractor shall hold a shipment, for pickup at the Contractor's destination facility, for the number of business days offered commercially, when requested. Perishable items, dangerous goods, and dry ice shipments cannot be held for agency pickup at the Contractor's destination facility. After holding the shipment, for the number of business days offered commercially, without being picked up by the consignee, the Contractor shall attempt to contact the consignee to arrange for pickup. If the consignee fails to pickup the shipment within the number of additional business days offered commercially after notification or attempted notification, the Contractor shall contact the consignor for disposition instructions. The cost of disposition, storage, and deliveries requested by the consignor will be the responsibility of the consignor. For purposes of Contractor performance, the delivery shall be considered accomplished on the date and time the package(s) arrive at the Contractor's facility where it is being held awaiting pickup.

The Express Mail Hold for Pickup option is available at Post Offices and online. A Hold for Pickup package is shipped directly to a Post Office, instead of being left at the recipient's address. The package is held at the Post Office until picked up anytime during office hours, at the time most convenient for the recipient. Hold For Pickup provides additional security for shippers who may not want expensive products or heavyweight goods left at home addresses. Hold For Pickup also is popular with businesses sending critical repair parts for pickup by field technicians and with travelers who need to send documents and valuable items ahead to their destination. The day the package arrives at the Post Office, the recipient receives an automated notification that it's ready for pickup. On the third day, if not picked up, a reminder notification is sent. If the item hasn't been picked up after five calendar days, it's returned to the sender at no extra cost and the customer is notified of the return.

(6) Hazardous Material and Dangerous Goods Service.

Provide pickup, special handling, and delivery of hazardous material and dangerous goods. The Contractor shall provide special handling and delivery of materials that require a Shipper's Certification or Shipper's Declaration for Dangerous Goods. All shipments containing hazardous material or dangerous goods shall be handled and shipped in accordance with the requirements as outlined in the applicable governing regulations, including, but not limited to, Title 49 of the Code of Federal Regulations (49 CFR) and all applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods under this service.

The Postal Service addresses hazardous materials in the mail in the Domestic Mail Manual. More inclusive information can be obtained by researching http://pe.usps.com/text/dmm.htm

601.8.2 Basic Premise

The basic premise of the postal mailability statutes is that anything "which may kill or injure another, or injure the mails or other property..." is nonmailable. Several statutory exceptions to this rule permit mailings of otherwise nonmailable matter under specified conditions. Statutory exceptions apply to live scorpions, poisonous drugs and medicines, poisons for scientific use, switchblade knives, firearms, motor vehicle master keys, locksmithing devices, and abortive and contraceptive devices. The statutes also provide that the USPS may, by regulation, permit the mailing, under required conditions of preparation and packing, of potentially harmful matter not "outwardly or of [its] own force dangerous or injurious to life, health, or property." The standards in 8.0 summarize the statutory prohibitions and exceptions. The mailability standards that apply to perishable, hazardous, and restricted matter are detailed in 9.0, 10.0, and 11.0, respectively. Publication 52, Hazardous, Restricted, and Perishable Mail, contains additional clarification and further describes the

conditions of preparation and packaging under which the USPS accepts for mailing potentially harmful matter that is otherwise nonmailable. Publication 52 also contains detailed information on the mailability of specific hazardous materials.

601.10.3 USPS Standards for Hazardous Material

The USPS standards generally restrict the mailing of hazardous materials to ORM-D materials with the proper shipping name of "consumer commodity" that meets USPS quantity limitations and packaging requirements. The few non-ORM-D materials permitted to be mailed are subject to the standards in 10.0. Detailed information on the mailability of specific hazardous materials is contained in Publication 52, Hazardous, Restricted, and Perishable Mail

(7) Inside Pickup and Inside Delivery for Express Heavyweight Shipments.

When requested by the consignor, the Contractor shall provide inside pickup from positions beyond the receiving/loading dock, main entrance location, adjacent loading area, or front door of the residence. The Contractor employees shall be equipped with material handling tools appropriate for the pickup based upon information provided by the consignor. Additional services (e.g., packing, skidding, assembly, crating, storage, unpacking, de-skidding, disassembly, uncrating, breakdown and removal and disposal of packing material debris) may also be provided.

Not Applicable. USPS accepts packages up to 70 pounds.

gg. Accessorial Billing Services.

If offered commercially, the Contractor shall provide the following Accessorial Billing Services in accordance with the Contractor's commercial practice.

As required by law, postage must be paid at the time of mailing; If adjustments are made to a mailing statement, the acceptance unit will communicate with the agency in accordance with commercial policy

(1) Address Correction:

Incorrect destination addresses, which have errors that are not obviously correctable, shall be researched, and the proper address used to deliver the shipment. If the correct address cannot be determined after research and the consignee cannot be reached, the Contractor shall contact the consignor for address clarification or disposition instructions. The fee for address correction shall be in accordance with commercial practice. The delivery is not late (not within the time criteria for on time delivery herein) when the address is incorrect.

When a package has missing or incorrect elements of the address, the USPS Letter Carrier will make every effort to identify the address of the intended recipient and attempt successful delivery for no charge. If the addressee is not a known patron, the package will be endorsed and returned to the sender. There are no current USPS policies and procedures in place to call the agency for address clarification or disposition instructions. An incorrect address voids the postage guarantee for Express Mail service.

(2) Invalid or No Account Number:

On CBL's or electronic CF&P's that have no agency account number or have an invalid, incomplete, or inaccurate account number, the Contractor, may try to determine the correct account number from their records and bill the shipping agency, the consignee, or the third party, depending upon the payment method selected by the consignor. When the correct agency account number cannot be determined, the Contractor may bill the shipping agency without a Contractor account number. The fee for no account number, or an invalid, incomplete, or inaccurate account number shall apply only once for each shipment.

USPS has no charges associated with missing, incomplete or inaccurate account numbers. Postage is collected when the mail is accepted and verified by the Postal Service.

(3) Rebilling:

The Contractor shall change the billing (bill shipping agency, bill consignee, and bill third party), selected on the CBL or electronic CF&P, if requested by the shipping agency, within the allowable

number of calendar days of invoice date that are offered commercially. The rebilling shall apply only to unpaid shipments. If there is a charge for rebilling, it may be charged for each separate rebilling request.

USPS does not charge fees associated with rebilling. Postage is collected when the mail is accepted and verified by the Postal Service

(4) Credit Card Decline Fee:

A credit card decline fee may apply to any transaction billed to a Government Charge Card that has been accepted by the Contractor for which the Contractor is unable to obtain payment.

Payment will be due upon the acceptance of the mail.

(5) Return Shipment:

The Contractor shall contact the consignor for disposition instructions if the attempt to deliver the shipment is unsuccessful. The cost of any further disposition or additional deliveries requested by the consignor will then be the responsibility of the consignor, who will be billed at the current contract rate(s). The Contractor shall deliver the return shipment using the delivery service the Contractor uses commercially to return shipments.

There is no additional cost for packages that are not deliverable as addressed or unclaimed for customers who use Express Mail service or Priority Mail service The package will be endorsed and scanned as returned to sender. The USPS will not contact the agency for disposition instructions if the attempt to deliver the shipment is unsuccessful.

(6) Additional Accessorial Services:

The Contractor may offer additional accessorial services in addition to those listed herein. The Contractor may propose to add/delete accessorial services at any time pursuant to the Modifications Clause

Please refer to section 300 of the DMM that can be accessed through the USPS website.
http://pe.usps.com/text/dmm300/503.htm

hh. Value-Added Services:

The Contractor may provide value-added services in accordance with the Contractor's commercial practice. This includes, but is not limited to:

- **Automatic money back guarantee**
- **Increased basic liability over $100**
- **Desktop pickup**
- **Delivery receipt**
- **Increased service coverage**
- **Tracking/tracing by transportation control number (17 alpha-numeric positions)**
- **Payment by electronic proprietary and shipment systems (e.g., Powertrack)**
- **Software interface to agency systems** (e.g., transportation management and financial systems).

The Contractor shall, when requested by an agency, develop an interface between Contractor-provided software and civilian agency (or other authorized contract user) standard transportation management systems. The Contractor shall also develop an interface between Contractor-provided software and the DoD standard transportation management system. The Standard Transportation Industry Information Processor is a generic software module which is used by Military Services and DoD agencies to employ integrated shipper system capability. The Contractor shall use this DoD interface to exchange price and shipment planning information with DoD shipping systems for preparation of shipping documents, labels, and EDI transactions for end of day reporting. Software will be portable across a variety of platforms to include mainframes, super minicomputers, and personal computers. The Contractor shall provide this software to defense agencies for distribution to operating locations.

Extra Services for Express Mail service: Mailing Receipt, Proof of Return, Return Receipt, Restricted Delivery, COD, and Insurance. Detail of Special Services can be found in the DMM Section 503 http://pe.usps.com/text/dmm300/503.htm

7. **Contract Clauses Specific to Domestic Delivery Services**

L-FSS-FCXA-723 REQUEST FOR INFORMATION ON THE CRAF PROGRAM OR CERTIFICATE OF TECHNICAL INELIGIBILTY (JAN 2007)

Civil Reserve Air Fleet (CRAF) eligible carriers are Federal Aviation Regulation Part 121 certified carriers with international over water or domestic only capability. Carriers with aircraft but not eligible to execute a CRAF contract will be certified as not eligible and will receive a CERTIFICATE OF TECHNICAL CRAF INELIGIBILITY. Carriers that do not own aircraft are exempt from applying for and receiving a Certificate of Technical Ineligibility. For a copy of the Air Mobility Command (AMC) solicitation or to determine technical ineligibility contact:

AMC Aircraft Solicitation
HQ AMC/A3B
Solicitation Number HTC711-07-R-0004
402 Scott Dr. Unit 3A1
Scott AFB IL 62225-5302
Telephone: 618-229-4318

Certificate of CRAF Technical Ineligibility
HQ AMC
Civil Air Division
402 Scott Dr. Unite 3A1
Scott AFB, IL 62225-5302
Telephone: 618-229-1751

ATTACHMENT 4

Product Tracking System Event Codes, Domestic Mail

MA	Electronic Shipping Info Received
MR	Picked Up and Processed by Agent
01	Delivered *
02	Attempted / Notice Left*
03	Accept or Pickup (by carrier)
TM	Truck manifest, provided as "shipment acceptance"
04	Refused*
05	Undeliverable as Addressed*
06	Forwarded*
07	Arrival at Unit
08	Mis-sent
09	Return to Sender _ Subset of Return To Sender (09) (See Below)
10	Processed
PA	Passive Acceptance, provided as "shipment acceptance"
11	Dead Letter*
12	Visible Damage
14	Arrival at Pickup Point*
15	Mis-shipped
16	Available for Pickup
17	Picked Up by Agent
18	Random Sampling
19	DC/eVS Arrive
VA	Verification Acceptance, provided as "shipment acceptance"
31	Return to Sender / Not Picked Up
41	Received at Opening Unit * (Reserved for Open & Distribute)
80	Picked Up by Shipping Partner
81	Arrived Shipping Partner Facility
82	Departed Shipping Partner Facility
Subset of Return To Sender (09)	
21	No Such Number *
22	Insufficient Address*
23	Moved, Left No Address *
24	Forward Expired *
25	Addressee Unknown *
26	Vacant *

27	Unclaimed *
28	Deceased *
29	Other *
32	Dead Mail / Disposed by Post Office *
33	Dead Mail / Sent to Recovery Center *

* Indicates stop clock event.

MA Manifest Acknowledgement – An "electronic acceptance" of the record representing the mail piece in the Product Tracking System (PTS) database generated by receipt/processing of the electronic file sent by the mailer. This is not a physical scan of the package.

MR Picked Up and Processed by Agent – An "electronic acceptance" of the record representing the mail piece in the Product Tracking System (PTS) database generated by receipt/processing of an electronic file Type "C", Parcel Return Service. This is similar in concept to the Manifest Acknowledgment created by other file types. This is not a physical scan of the package.

01 Delivered – Scan of the package by the carrier at the final delivery address. This scan may also be used when an item is undeliverable for any reason and is sent back to the mailer and is then scanned as "Delivered" back to the originating mailer.

02 Attempted/Notice Left – Scan of the package at the final delivery address but delivery not made due to no recipient available, unsafe to leave unattended, etc. Notice left includes leaving a USPS Form 3849 Delivery Notice/Reminder/Receipt

03 Accept or Pickup – This scan may represent multiple purposes. If a carrier accepts a package at a post office from a customer or picks up a package at a customer's residence/business he may scan this action with the 03. If a commercial mailer who uses Confirmation Services provides a USPS PS 8125 or 3152 with the electronic file number in bar code format these forms will be scanned at the location of where the mail is tendered. Each mail piece in the associated electronic file is updated with the date & time of this scan.

TM Truck Manifest – This is a physical scan of a PS Form 8125 or 3152 bar code representing the electronic file number associated with this specific mailing. It provides updated acceptance for date/time/location of the mailing and supersedes what is provided by mailer in the electronic file if different from the file.

04 Refused – The mail piece is refused by the recipient at the final delivery address.

05 Undeliverable as Addressed - The address on the package is not a valid delivery address.

06 Forwarded – The intended recipient has moved and the mail piece is being forwarded to the new address.

07 Arrival at Unit – Primarily used for Express Mail. Indicates the mail piece was scanned at the final postal unit where delivery of the mail piece will take place.

08 Mis-sent – The item was sent to an incorrect postal facility which cannot perform the final delivery. This incorrect action was made by the USPS.

10 Processed – This is an automated scan of the package as it travels through a USPS processing facility.

PA Passive Acceptance – This is a system generated event assigned to all mail pieces in a mailing associated with the mail pieces in the electronic file. The first mail piece scanned as a "processed" in the respective mailing receives the enroute and this date/time/location stamp creates the PS events for all other mail pieces within that mailing.

11 Dead Letter – Mail pieces that are undeliverable as addressed and do not have a return address. Items damaged due to improper packaging or items found loose in the mail stream and the owners are unknown.

12 Visible Damage - The item has damage visible from the outside of the packaging. This event is not shown on the USPS Track/Confirm web page but is provided back to mailers in their extract files.

14 Arrival at Pickup Point – Mail piece arrived at a postal facility.

15 Mis-shipped – The Mailer sent item to an incorrect postal facility for delivery from that facility, such as an incorrect destination delivery unit which does not have the final delivery address within its service area.

16 Available for Pickup – These are reserved for special applications such as Parcel Return Service (PRS) and Hold for Pickup service. Not normally seen.

17 Picked Up by Agent – These are reserved for special applications such as Parcel Return Service (PRS). Not normally seen.

18 Random Sampling - These are reserved for special applications such as Parcel Return Service (PRS). Not normally seen and is not displayed on the USPS Track/Confirm web page.

19 DC/eVS Arrive – Scanned at unit for postage verification purposes. Is not shown in the USPS Track/Confirm web page but is given back to mailers in their extract files.

VA Verification Acceptance - This is a system generated event assigned to all mail pieces in a mailing associated with the mail pieces in the electronic file. The first mail piece scanned as a "DC/eVS Arrive" in the respective mailing receives the acceptance and this date/time/location stamp creates the VA events for all other mail pieces within that mailing.

09 Return to Sender – Item is being returned to the sender for any number of reasons including refused, undeliverable as addressed, etc.
The 09 should not ordinarily be seen, instead one of the subsets of the event will be provided:

21 No Such Number – The address on the package does not exist.

22 Insufficient Address – There is not enough address information on the package to determine the delivery address.

23 Moved, Left No Address – The recipient moved from the delivery address and left no forwarding address.

24 Forward Expired – The recipient moved and left a forwarding address but the forwarding address has expired and items will not be forwarded but must be sent to new current address.

25 Addressee Unknown – The physical address for the mail piece is correct but the intended recipient does not reside there. (used very infrequently)

26 Vacant - The delivery address is vacant, no forwarding information is available.

27 Unclaimed – The item was not picked up after notice(s) left.

28 Deceased – The recipient is deceased.

29 Other – Situations beyond any of the above where the package is being returned to the sender.

41 Received at Opening Unit USPS facility received an "open & distribute" container and scanned the container bar code as received.

80 Picked up by shipping partner – These events are not provided in the extract files, they are only seen by query of the USPS Track/Confirm web page. These events will only be seen if the mailer specifically provides these events by using the Shipping Partner Events Code file. In no case are these events generated by a physical scan by the Postal Service.

81 Arrived shipping partner facility - These events are not provided in the extract files, they are only seen by query of the USPS Track/Confirm web page. These events will only be seen if the mailer specifically provides these events by using the Shipping Partner Events Code file. In no case are these events generated by a physical scan by the Postal Service.

82 Departed shipping partner facility - These events are not provided in the extract files, they are only seen by query of the USPS Track/Confirm web page. These events will only be seen if the mailer specifically provides these events by using the Shipping Partner Events Code file. In no case are these events generated by a physical scan by the Postal Service.

ATTACHMENT 4

Solicitation Attachment #4 -
USPS Attachment #2 Extra Services Prices SINS 451-1 & 451-2

EXTRA SERVICE PRICES

SERVICE	DESCRIPTION	GUARANTEED SERVICE EXPRESS MAIL	NON-GUARANTEED SERVICE PRIORITY MAIL	GROUND SERVICE
SIGNATURE CONFIRMATION	Provides delivery information and signature electronically.	Included No Additional Charge	$1.80	$1.80
DELIVERY CONFIRMATION	Provides the date, Zip Code™ and time your article was delivered.	Included No Additional Charge	Included No Additional Charge	$0.18
COLLECT ON DELIVERY (COD)	Customers pay for merchandise and postage at time of delivery.	$5.25-$17.25 see attachment	$5.25-$17.25 see attachment	$5.25 - $17.25
INSURANCE	Provides indemnity coverage (up to $5,000) for lost or damaged items	$100.00 Included see attachment	avail. to $5,000.00 see attachment	see attachment
REGISTERED MAIL	Our most secure service, it provides the maximum security (Indemnity coverage up to $25,000).	NOT AVAILABLE	Prices range from $10.00 - $42.10 see attachment	NOT AVAILABLE
RESTRICTED DELIVERY	Delivery to individuals that you specify are authorize to receive and sign for them.	NOT AVAILABLE	$4.30	$4.30
RETURN RECEIPT	Provides recipient's signature and date/time of delivery.	By mail: $2.20 Electronically:$1.00	By mail: $2.20 Electronically:$1.00	$2.20 $1.00
SPECIAL HANDLING	For sending mail that needs to to be handled specially, ie: bees, live poultry.	> 10 lbs. $9.90 ≤10 lbs. $7.10	> 10 lbs. $9.90 ≤10 lbs. $7.10	$9.90 $7.10

Guaranteed Service - Express Mail® provides insurance up to $100 free of charge. The following table illustrates prices associate with additional incremental insurance, which is available for Express Mail up to $5,000.

Fee	Additional Express Mail Insurance Coverage
$0.75	$100.01 to $200.00
$2.10	$200.01 to $500.00
$2.10 plus $1.35 for each $500, or fraction thereof	$500.01 to $5,000

Nonguaranteed Service -Priority Mail & Ground Service is available in amounts up to $5,000. The following table illustrates the incremental fees and insurance coverage up to $500:

Fee	Insurance Coverage
$1.70	$0.01 to $50
$2.60	$50.01 to $100
$2.60	$100.01 to $200
$4.60	$200.01 to $300
$5.55	$300.01 to $400
$6.50	$400.01 to $500

Plus $0.95 per $100 or fraction thereof over

Registered Mail Fees

Fees and charges are in addition to postage:

DECLARED VALUE	FEE (in addition to postage)
$0.00	$10.00
0.01 to 100	10.80
100.01 to 500	12.10
500.01 to 1,000	13.30
1,000.01 to 2,000	14.50
2,000.01 to 3,000	15.70
3,000.01 to 4,000	16.90
4,000.01 to 5,000	18.10
5,000.01 to 6,000	19.30
6,000.01 to 7,000	20.50
7,000.01 to 8,000	21.70
8,000.01 to 9,000	22.90
9,000.01 to 10,000	24.10
10,000.01 to 11,000	25.30
11,000.01 to 12,000	26.50
12,000.01 to 13,000	27.70
13,000.01 to 14,000	28.90
14,000.01 to 15,000	30.10
15,000.01 to 16,000	31.30
16,000.01 to 17,000	32.50
17,000.01 to 18,000	33.70
18,000.01 to 19,000	34.90
19,000.01 to 20,000	36.10
20,000.01 to 21,000	37.30
21,000.01 to 22,000	38.50
22,000.01 to 23,000	39.70
23,000.01 to 24,000	40.90
24,000.01 to 25,000	42.10

1. Fees for articles valued over $25,000 are for handling only. Maximum amount of insurance coverage available is $25,000.

Collect on Delivery Fees

Fee, in addition to postage and other fees, per piece:

Amount to be collected or insurance coverage desired, whichever is higher1	Fee
$0.01 to $50	$5.25
50.01 to 100	6.45
100.01 to 200	7.65
200.01 to 300	8.85
300.01 to 400	10.05
400.01 to 500	11.25
500.01 to 600	12.45
600.01 to 700	13.65
700.01 to 800	14.85
800.01 to 900	16.05
900.01 to 1,000	17.25
Additional COD Services	Fee
Restricted delivery2	$4.30
Notice of nondelivery	3.70
Alteration of COD charges	3.70
Designation of new addressee	3.70
Registered COD3	4.65

1. For Express Mail COD shipments valued at $100 or less, the COD fee is based on the amount to be collected. Express Mail insurance automatically provides up to $100 merchandise insurance.
2. Not available with Express Mail COD.
3. Maximum amount collectible is $1,000.

ATTACHMENT 5

UNITED STATES POSTAL SERVICE

SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

United States Postal Service (USPS)
475 L'Enfant Plaza SW
Washington, DC 20260-0004

Date Prepared: April 8, 2009

Description of Supplies/Services: Information Technology Services

Solicitation Number: FBGT-GG-050001-B (Refresh 4)
Contract Number: **TBD**

Commercial Plan Period: 2009 - October 1, 2008 to September 30, 2009

II. TYPE OF PLAN:

___XX___ COMMERCIAL PLAN: Covers the offeror's fiscal year and applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line.) Per FAR 19.704(d), this is the preferred type of plan for contractors furnishing commercial items. Used when the company sells large quantities of commercial items to many Government agencies, and goals are negotiated on a company-wide basis. Plan is done annually, effective during the company's fiscal year, approved by the first Federal agency awarding a contract for commercial supplies/services during the contractor's fiscal year, and is applicable to every additional Federal contract for commercial supplies/services awarded to that contractor during the same fiscal year. A new plan must be obtained and approved 30 days prior to the expiration of the current plan. The contractor must provide a copy of the approved plan to each agency contracting officer responsible for an ongoing contract subject to the plan.

_____ INDIVIDUAL CONTRACT PLAN: Covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting and purchasing in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract. GSA may request goals be re-negotiated prior to each option period.

_____ INDIVIDUAL CONTRACT PLAN INCORPORATING MASTER PLAN: Contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved. A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by

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reference as a part of the subcontracting plan required of the offeror by this clause 52.219-9; provided (1) The master plan has been approved; (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

III. GOALS:

United States Postal Service (USPS) provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

1. Estimated **TOTAL dollars planned to be subcontracted**; i.e. to **all types of business concerns:**

   Fiscal Year 2009: $4,799,500,000 = 62.8% subcontracted (Represents portion thereof of product lines – Transportation Services and Products)

2. Planned subcontracting to **large** business concerns (those classified as other than small):

   Fiscal Year 2009: $3,031,000,000 = 63.2% of Total

3. Planned subcontracting to **all small** business concerns:

   Fiscal Year 2009: 1,768.2000 = 36.8% of Total dollars

Total Corporate Annual Net Value	Classification (In Millions)	Corporate Total Subcontracting	Amount	Percentage
$7, 645.6		$4,799.5		62.8%
	Large Business		$3,031.0	63.2%
	Small		$ 1,768.2	36.8 %
	Minority-owned		$ 182.2	3.8 %
	Women-owned		$ 395.0	8.2 %

Note 1: USPS tracking systems do not currently stratify the data for HubZone Certified, Service-Disabled Veteran-Owned.

Note 2: Subcontracting amounts noted above to the Small category may include subcontracting activity to: HubZone Certified, Veteran-Owned and Service-Disabled Veteran-Owned small businesses.

IV. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to Small business concerns; Veteran-owned small business concerns; Service-disabled veteran-owned small business concerns; and Women-owned small business concerns.

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The USPS intends to supplement its workforce by subcontracting elements of domestic delivery services for express mail, priority mail, ground delivery services, and some related tasks such as: package pickup, package delivery, package tracking, special handling, and management reports.

V. A description of the method used to develop the subcontracting goals in paragraph (III) of this plan.

This subcontracting plan reflects the USPS's commitment to identify and to provide suppliers with the maximum practical opportunities to compete for USPS subcontracts. The goals set forth in this plan are based on data developed from USPS Corporate Small Business Subcontracting Goals. An evaluation was made of the suppliers that would most likely be awarded a contract for the items priced in the order of magnitude to meet the USPS Corporate goal. This evaluation was made on the basis of a "best value" analysis of the proposals received. A stratification of the selected subcontractors was made based on their Socio-Economic Business classification. The goals were determined based on the comparison of the total dollar value for each of the Socio-Economic Business classifications to the total estimated subcontract dollars for the program.

VI. A description of the method used to identify potential sources for solicitation purposes.

When appropriate, the USPS will:

- Continuously assess the marketplace for drivers of market segments, industry trends, impact of new technology, competitive dynamics, supplier characteristics, and suppliers (national or regional) in a market.

- Use the latest in print and electronic resources (industry reports, supply periodicals, databases, etc) to identify leading edge suppliers in an industry;
    - Access to membership databases such as National Minority Supplier Development Council - 31 affiliates representing 35,000 members, Women's Business Enterprise National Council 14 affiliates with representing 5,800+ members, United States Pan Asian America Chamber of Commerce, United States Hispanic Chamber of Commerce, and DiversityBusiness.com.

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- Use supplier and industry resources such as trade associations to obtain data on the structure of industry, supplier value chain analysis, supplier economics, and total cost of ownership (TCO) of items and services.
    - Proven supplier list from peers in government and industry, i.e., NMSDC Corporate Plus
- Analyze the sourcing history of an item or service to determine the level of competition, prices, and performance results of existing suppliers to determine if a new suppler would better meet Postal Service needs.
- Investigate to determine what goods or services are available to satisfy the postal need or whether products or requirements can be modified or customized.
- Attend and host industry briefings to identify potential suppliers to meet USPS needs.
- Participate in business opportunity and trade fairs to research commercially available products and services, pricing and potential suppliers– attend and host industry briefings.
- Evaluate products that appear to be the same across suppliers (beyond branding) to determine real differences in the product of services and identify the supplier with the most competitive advantage.
- Obtain source lists of proven suppliers from trade and industry associations, government agencies, business development groups, and purchasing organizations.
- Conduct Industry-specific research to identify diverse sources to be included in supplier development initiatives.
- Publicize opportunities for suppliers to be pre-qualified for commercially available goods or services purchased routinely, whether for an individual purchase or for a series of purchases.
- Announce contract awards, competitive or noncompetitive, having significant subcontracting opportunities to promote competition in subcontracting.

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- Solicitations are posted in FedBizOpps and/or the new USPS eSourcing solution that will be launched in June 2009, as well as other business opportunities announced in local media and trade journals."

VII. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred.

The subcontracting goals established in this plan do not include the allocation of indirect cost.

VIII. The names of the individuals employed by the offeror who will administer the offeror's subcontracting program and a description of the duties of the individual.

Douglas P. Glair (Corporate Supplier Diversity)
475 L'Enfant Plaza SW RM 4320
Washington, DC, 20260
douglas.p.glair@usps.gov

Janice B. Williams-Hopkins (Alternate Corporate Supplier Diversity)
475 L'Enfant Plaza SW RM 4320
Washington, DC, 20260
janice.b.williams-hopkins@usps.gov

Douglas P. Glair will be supported by USPS Corporate Supplier Diversity in applying this plan. The duties and responsibilities include, but are not limited to:

- Developing and promoting corporate wide supplier diversity and policy initiatives that demonstrate USPS support for contracting with small business, minority-owned businesses, women-owned businesses, prime suppliers, and subcontractors for USPS contracts.
- Conduct periodic training awareness sessions to ensure that all USPS personnel are familiar with USPS Principles and Practices.
- Acting as the liaison for: industry, government agencies, trade associations and Special Interest groups.
- Socio-economic data collection and reporting, ensuring that suppliers are classified at the prime and subcontracting levels within a business category.

IX. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontract—

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The objective of the Supplier Diversity Program is to advocate process improvements that promote opportunities for all suppliers to provide valued-added products and services. The USPS conducts board market research and analysis of the supplier communities to source, identify and select the best suppliers. The program focuses on improving awareness, information sharing, and relationships with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns

The USPS celebrates over 38 years of Supplier Diversity Programs. The Supplier Diversity Corporate Program has nine strategic elements as a framework for linking numerous discretionary activities and achievements against the fiscal year plan.

1. *Management Involvement*—Supply Management senior managers meet quarterly to review supply chain strategies
2. *Communication/Outreach*—works closely with trade and industry associations, government agencies, business development groups and purchasing organizations to exchange information on methods, initiatives and processes to identify sources of supply.
3. *Sourcing Considerations*—uses a series of sourcing processes to capture supply data and knowledge to build a dynamic supplier base.
4. Subcontract Management—promote supplier development and diversity with prime contract suppliers through subcontracting policy which specifically addresses subcontracting with small, minority-owned, and women-owned businesses (SMWOBs)
5. *Innovative Initiatives*—provides companies and entrepreneurs the opportunity to submit new technologies or ideas to improve postal operations
6. *Training and Development*—conducts annual employee training and when appropriate, collaborative supplier information sharing sessions on Postal business objectives
7. *Performance Management*—uses effort-based indicators in such areas as sourcing plans, attending and participating in business opportunity and trade fairs promoting SMWOBs
8. *Tracking Progress*—reviews quarterly performance against plan goals
9. *Recognition*—recognize and rewarding both Postal personnel and supplier contributions and accomplishments

Postal programs continue to demonstrate an unwavering commitment to establish and maintain a strong competitive supply base. The USPS, like any service provider, depends on its supply chain, which includes over 25,000 suppliers that help maintain a tight focus on core products, to ensure that universal, affordable postal services continue to have the power to communicate, reach key audiences, and help bind America together.

The USPS has an enviable record of providing small, minority- and women-owned businesses with access to procurement opportunities in its supply chain. Our annual contract spend with small businesses over the past five years has averaged 36.1 % of

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total purchases, which far surpasses the Small Business Administration's combined federal agency target of 23%. Our success with minority- and women-owned businesses is equally impressive with contract spend averaging 3.4% for minority-owned business and 6.1% for women-owned business over the past five years. Embracing diversity in the communities we serve is a part of the USPS culture and is vital to our continued business success.

As Supplier Diversity pioneers, our contributions to diverse supplier inclusion in federal and commercial sector supply chains are widely recognized by industry and special interest groups that promote supplier development and diversity. We are proud of the achievements accomplished by supplier diversity advocates, and all of our business units and supply partners

For the 4th consecutive year, USPS has been named the No. 1 federal agency for multicultural business opportunities. This award represents the voices of more than 650,000 U.S. women- and minority-owned businesses.

X. Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $550,000 ($1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause –

The USPS contract clauses do include assurances that require all subcontractors (except small business concerns) that receive subcontracts in excess of $550,000 ($1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause. The USPS has promulgated regulations governing the acquisitions of goods and services at 39 C.F. R. Part 601.

XI. Assurances that the offeror will—

The USPS shall:

- Cooperate in any studies or surveys as may be required;
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns and reporting shall be in accordance with this clause, or as provided in agency regulations;

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- Make available the relevant subcontractor data that is already collected in our Supply Chain Relationship Management System (SCRMS) Subcontract Reporting module (SubK).

XII. A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

The USPS shall maintain records as required, in order to allow the Government to determine the extend of compliance with the provisions of the subcontracting plans clauses

- Vendor Name and Address Files.
- Objective Evidence: Copy of appropriate subcontracting clauses or subcontract agreement.
- Contacts with business development organizations for Small Business Concerns.
- Records to support internal activities to guide buyers (including workshops, seminars, and training programs).
- Attendance and participation in outreach activities.
- Records to support subcontract awards data, including name, address, and business size of each subcontractor.

XIII. SIGNATURE **REQUIRED:** Plan must be **signed** and **dated** by a company official

This subcontracting plan was SUBMITTED by:

Signature: Douglas P. Glair

Typed Name: Douglas P. Glair

Title: Manager, SCM Strategies

Date Signed: 4-9-09

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ATTACHMENT 6

ATTACHMENT 6

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874–7994,
Internet: *http://www.fms.treas.gov/intn.html*.

(b) The Contractor shall remit the IFF at the rate set by GSA's FSS.

(1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FSS. GSA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at *http://72a.fss.gsa.gov/* or successor website as appropriate.

(c) Within 60 days of award, an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

(End of clause)

552.238-75 Price Reductions.

As prescribed in 538.273(b)(2), insert the following clause:

PRICE REDUCTIONS (MAY 2004)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales—

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

(End of clause)

Alternate I (May 2003). As prescribed in 538.273(b)(2) substitute the following paragraph (c)(2) for paragraph (c)(2) of the basic clause, and substitute the following paragraph (d)(2) for paragraph (d)(2) of the basic clause.

(c)(2) he Contractor shall offer the price reduction to the eligible ordering activities with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d)(2) To eligible ordering activities under this contract; or

552.238-76 Definition (Federal Supply Schedules)—Recovery Purchasing.

As prescribed in 538.7104(a), insert the following clause:

DEFINITION (FEDERAL SUPPLY SCHEDULES)—RECOVERY PURCHASING (FEB 2007)

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see (552.238-78, Alternate I) authorized to place orders under Federal Supply Schedule contracts.

(End of clause)

552.238-77 Definition (Federal Supply Schedules).

As prescribed in 538.7004(a), insert the following clause:

DEFINITION (FEDERAL SUPPLY SCHEDULES) (MAY 2003)

Ordering activity (also called "ordering agency" and "ordering office") means an eligible ordering activity (see 552.238-78) authorized to place orders under Federal Supply Schedule contracts.

(End of clause)

552.238-78 Scope of Contract (Eligible Ordering Activities).

As prescribed in 538.7004(b) insert the following clause:

SCOPE OF CONTRACT (ELIGIBLE ORDERING ACTIVITIES) (SEP 2008)

(a) This solicitation is issued to establish contracts which may be used on a nonmandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for domestic and/or overseas delivery. For Special Item Number 132-53, Wireless Services ONLY, limited geographic coverage (consistent with the Offeror's commercial practice) may be proposed.

(1) Executive agencies (as defined in FAR Subpart 2.1) including nonappropriated fund activities as prescribed in 41 CFR 101-26.000;

(2) Government contractors authorized in writing by a Federal agency pursuant to FAR 51.1;

(3) Mixed ownership Government corporations (as defined in the Government Corporation Control Act);

(4) Federal Agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol).

(5) The District of Columbia;

(6) Tribal governments when authorized under 25 USC 450j(k);

(7) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and

(8) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply.

(b) *Definitions. Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

❑ Contractor will provide domestic and overseas delivery.

❑ Contractor will provide overseas delivery only.

❑ Contractor will provide domestic delivery only.

(d) The following activities may place orders against Schedule 70 contracts, and Consolidated Schedule contracts containing information technology Special Item Numbers, and Schedule 84 contracts, on an optional basis; PROVIDED, the Contractor accepts order(s) from such activities: State and local government, includes any state, local, regional or tribal government or any instrumentality thereof (including any local educational agency or institution of higher learning).

(e) Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Order Limitations thresholds which will be specified in resultant contracts. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

(f) (1) The Contractor is obligated to accept orders received from activities within the Executive branch of the Federal Government.

ATTACHMENT 7

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power.

"Renewable energy technology" means—

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) (1) The offeror must identify products that—

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (*http://www.epa.gov/cpg/*);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and *http://www.epa.gov/cpg/*);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at *http://www.energystar.gov/* and FEMP at *http://www.eere.energy.gov/femp/procurement/*);

(iv) Are water-efficient;

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA *Advantage!* submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA *Advantage!*.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (*e.g.*, the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

(End of clause)

552.238-73 Cancellation

As prescribed in 538.273(a)(4), insert the following clause:

CANCELLATION (SEP 1999)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

(End of clause)

552.238-74 Industrial Funding Fee and Sales Reporting.

As prescribed in 538.273(b)(1), insert the following clause:

INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1–March 31, April 1–June 30, July 1–September 30, and October 1–December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include—

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to FSS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)'s Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874–7994,
Internet: *http://www.fms.treas.gov/intn.html*.

(b) The Contractor shall remit the IFF at the rate set by GSA's FSS.

(1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FSS. GSA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at *http://72a.fss.gsa.gov/* or successor website as appropriate.

(c) Within 60 days of award, an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

(End of clause)

552.238-75 Price Reductions.

As prescribed in 538.273(b)(2), insert the following clause:

PRICE REDUCTIONS (MAY 2004)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales—

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or

ATTACHMENT 8

ATTACHMENT 8

552.232-77 Payment By Governmentwide Commercial Purchase Card.

As prescribed in 532.7003, insert the following clause:

PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAR 2000)

(a) Definitions. "Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payments of ___*___ or less for oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

(End of clause)

**Enter amount not to exceed $100,000.*

Alternate I (Mar 2000). For FSS schedule solicitations and contracts, replace paragraph (b) of the basic clause and add paragraph (c) as follows. Redesignate paragraphs (c) and (d) of the basic clause as (d) and (e) respectively.

(b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

552.232-78 Payment Information.

As prescribed in 532.908(c), insert the following clause:

PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at *http://www.finance.gsa.gov*. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(End of clause)

552.232-79 Payment by Credit Card.

As prescribed in 532.7003(c) insert the following clause:

PAYMENT BY CREDIT CARD (MAY 2003)

(a) Definitions.

"Credit card" means any credit card used to pay for purchases, including the Governmentwide Commercial Purchase Card.

"Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a Contractor under GSA's Governmentwide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) The Contractor must accept the credit card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

(c) The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

(d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using an ordering activity