

**Proposal Return Package**

**Attachment 08**



UNITED STATES POSTAL SERVICE

SOLICITATION #089495-22-B-0072

PROJECT: IQ JOC - Delaware and Maryland

SCHEDULE: Issue Date: 09-13-22; Close Date: 10-18-22 at 3:00 pm ET  
Pre-Proposal Meeting: via ZOOM on 9-27-22 at 10am ET

INSTRUCTIONS TO PROSPECTIVE OFFERORS

Please ensure that you have read and understand the USPS Solicitation and all additional attachments. See all Attachments in the RFx event for details. All proposals must be submitted through COUPA. The closing date and time will not be extended due to operator inability in COUPA.

Complete and return the following via COUPA:

Return  
Attachment 1:

- VETS-4212 Federal Contractor Veterans' Employment Report: (Required)**  
*Proof of annual registration. (Submit only a copy of the confirmation email)*
- Pass/Fail Requirements (Required)**
  - Eligibility Requirements: Licenses; Proof of Years in Business*
  - Bonding Requirements*
  - Financial Condition*

**Technical Proposal Package: (Required)**

- Supplier Capability
- Past Performance

Return  
Attachment 2:

**Price Proposal Package: (Required)**

- Signed Offer & Award;
- Adjustment Factors page
- Terms & Conditions: (Required)**
  - Acknowledgment of Solicitation Amendments (**if applicable**)
  - Provision F-202: Key Personnel;
  - Provision 1-3: Domestic Source Certificate - Construction Materials;
  - Provision 4-3: Representations and Certifications;
  - Provision 9-1: Equal Opportunity Affirmative Action Program; and
  - Provision F-401: Authorized Negotiators.

Proposals may be modified at any time up to 3:00 P.M. on the solicitation due date.

Solicitation/Contract/Technical Inquiries: Paige Lyne, USPS Purchasing & SM Specialist 336-317-1322  
Chris Gaj, USPS Purchasing & SM Specialist, 860-573-2541

Before the time of award, all Postal Service employees are prohibited from releasing any information to any person concerning the character, content, or number of proposals received by the Postal Service. At the time of award, all offerors will be provided with the award information. Please be advised that the Davis Bacon Act (Clause 9-3) (March 2006) applies to this project specifically as it relates to the following; Minimum Wages, Apprentices and Trainees, Overtime Compensation, Payroll and Other Records, withholding Of Funds, Subcontracts, Compliance with Davis-Bacon and Related Acts Requirements, Certification Of Eligibility, Contract Termination and Debarment, Disputes Concerning Labor Standards. If you require a more detailed explanation of the clause, the USPS will provide one.

## INSTRUCTIONS

### I. Introduction

The Postal Service intends to award one or more Indefinite Delivery, Indefinite Quantity (IDIQ) Construction Contracts to facilitate various capital improvement and repair and alteration projects within the geographic area(s) described herein. For all awarded contracts, the base term of the contract will be for one (1) year; with five (5) possible one-year options. The construction cost and performance time for each individual Job Order/Work Order issued under the contract will vary based on the scope of that order and the specific period of performance negotiated. Construction activities may occur in occupied and operating mail processing facilities (possibly 24 hours per day/7 days per week) and in such a case, construction activities must not interfere with mail processing operations.

Unless stated herein or otherwise amended, this document, in conjunction with the latest edition of the USPS Supplying Principles & Practices, will be considered policy for the evaluation of an offering firm's qualifications for this solicitation.

The Postal Service is interested in selecting the most highly qualified firms for this effort. The information provided in the Technical Proposal, as well as the Price Proposal, will be the basis for the evaluation of offering firms.

### II. Contract Description

An indefinite delivery indefinite quantity contract is a contract pursuant to which the contractor will perform a series of individual projects at different Postal Service facilities. The solicitation, and resulting contract includes, by reference, a Construction Task Catalog (CTC) (also referred to as a Unit Price Book) produced and maintained by Gordian, that contains approximately 200,000 line items and service tasks with preset unit prices. All unit prices are based on local labor, material and equipment prices to perform the activity. The solicitation, and resulting contract also includes Technical Specifications which set forth the quality of Workmanship and quality of materials required for the service tasks.

Offering Firms responding to this solicitation will propose an Adjustment Factor (also referred to as a Price Multiplier) to be applied to the CTC Schedule. The Adjustment Factor will apply to each unit price in the CTC, except for any line item specifically noted otherwise.

As projects are initiated by the Postal Service, the contractor will participate in a Joint Scope Meeting, at which the scope of work for the individual project will be explained to the contractor, and the contractor an opportunity to ask questions, inspect the site and make recommendations with regards to means and methods, scheduling and other aspects of the project as circumstances dictate.

The Postal Service will then prepare a Detailed Scope of Work and issue a Request for Proposal to the contractor. The contractor will prepare a Price Proposal Package for the project including, among other items, a Price Proposal and a schedule. In general, the Price Proposal will be prepared by identifying the proper construction tasks from the CTC and multiplying the pre-set unit prices by the quantity required and by the appropriate Adjustment Factors.

The Postal Service will review the Price Proposal Package and may request changes. Once an acceptable Work Order Package has been submitted, the Postal Service Contracting Officer will issue a Notice to Proceed for the project. A separate work order will be issued for each project.

# Proposal Instructions and Evaluation Criteria

A work order will contain a Detailed Scope of Work, the Project completion Time, and the price to be paid for the work. The work order price shall be a lump sum, firm fixed-price based on the sum total of the unit prices for the completion of the Detailed Scope of Work.

## 111. Evaluation

Evaluation will be conducted in accordance with the USPS's Supplying Principles and Practices (SPs and Ps) based on the Evaluation Criteria set forth below.

## 1V. Overall Relative Importance of Proposal Parts

The technical evaluation factors are more important than price in this solicitation. The USPS will make the selection for award based on the principles of best value. Best value means the expected outcome of an acquisition that, in the USPS's estimation, provides the greatest overall benefit in response to this requirement, considering both price and technical factors. The adjectival scoring matrix depicted below will be employed to score and rate all technical evaluation criteria:

### Technical Evaluation Factor Rating Definitions

Assigned Score	Adjectival Rating	Rating Definition
0 to 1.9	Unacceptable	Proposal does not address the evaluation factor(s) or sub-factor(s) and poses an extremely high performance risk
2.0 to 3.9	Poor	Proposal does not clearly meet requirements and has not demonstrated an adequate approach or indicated an understanding of the requirements of the factor(s)/sub-factor(s). The proposal has one or more weaknesses which are not offset by strengths and pose a high or extremely high performance risk.
4.0 to 5.9	Fair	Proposal meets requirements and indicates an adequate approach and minimal understanding of the requirements of the factor(s)/sub-factor(s). Strengths and weaknesses are offsetting and may pose a moderate to high performance risk.
6.0 to 7.4	Good	Proposal meets requirements and indicates a thorough approach and complete understanding of the requirements of the factor(s)/sub-factor(s). Proposal contains strengths which outweigh any weaknesses and pose low to moderate performance risk.
7.5 to 8.9	Very Good	Proposal meets requirements and indicates a thorough approach and complete understanding of the requirements of the factor(s)/sub-factor(s) on a level that exceeds that which would be scored as "Good". Strengths outweigh any weaknesses and pose a low performance risk
9.0 to 10	Excellent	Proposal meets or exceeds requirements and indicates in extensive detail an exceptional approach and superior understanding of the requirements of the factor(s)/sub-factor(s). Strengths far outweigh any weaknesses and pose low performance risk.

The Postal Service is interested in selecting the most highly qualified supplier for this contract. The information you provide in your Proposal Package will be the basis for the evaluation of your company. To ensure your Proposal is given full consideration, you must do the following:

- Register your company with Coupa in order to receive the solicitation documents.
- A Coupa Guide is attached on [SAM.gov](https://sam.gov).
- Read this solicitation carefully to make sure offeror understands what is required.
- Provide a complete Proposal Package in accordance with the instructions herein.

## Proposal Instructions and Evaluation Criteria

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- Do not leave any portion of a form blank; **indicate N/A if not applicable**.
- Provide information on the attached forms (or photocopies of the attached forms), and organize the information as set forth below.
- Questions related to assembling the submission should be directed to Paige Lyne at [Jacquelyn.p.lyne@usps.gov](mailto:Jacquelyn.p.lyne@usps.gov) . DO NOT rely on advice from anyone other than those listed herein, unless directed to do so by those listed.

Please note that all other records concerning the offeror's prior performance with the Postal Service will be used in the selection process.

### A. PROPOSAL PACKAGE FORMAT

In furtherance of Provision 4-1: Standard Solicitation Provisions (September 2016) the offeror's proposal shall be in two (2) separate files:

1. Part I – Technical Proposal; and
2. Part II – Price Proposal.

The Offeror shall submit its written proposal electronically in Microsoft Word, Microsoft Excel and/or Adobe Acrobat PDF format with a minimum font size of ten (10). Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of and concurrently with evaluation of the other. Unnecessarily elaborate brochures, artwork, expensive visual and other presentation aids beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Proposals should be prepared with maximum economy, consistent with this particular procurement, to ensure that the resources of both the offeror and the USPS' evaluators are used efficiently.

**The TECHNICAL PROPOSAL and PRICE PROPOSAL packages should be submitted as separate document attachments in Coupa.**

Technical Proposals shall be limited to thirty (30) pages, not including resumes.

In light of the page limit, the Postal Service encourages Offerors to focus on a detailed technical approach specific to this effort rather than standard marketing language.

**NOTE: Failure to adhere to the identified page limit may lead to the Offeror being considered non-responsive to the solicitation and removed from consideration for award.**

**Each submitted document should include your Company's Name in the document title, i.e. *ABC Co Technical Proposal.pdf* and *ABC Co Price Proposal.pdf***

Proposals will not be maintained or returned. Firms will not be reimbursed for any expense(s) incurred in developing their Proposal Package.

The proposal must fully comply with the requirements of the solicitation, including these Instructions, without exception to be considered responsive to the solicitation.

## **B. PROPOSAL RETURN PACKAGE**

### **TECHNICAL PROPOSAL PACKAGE (PDF File #1)**

- Cover Sheet – Point of Contact & Company Information
- Executive Summary Statement
- VETS-4212 Federal Contractor Reporting – Confirmation of Filing email
- Pass/Fail Requirements

#### Factor 1 - Supplier Capability

- 1.1 Ability to Service the Primary Geographic Area
- 1.2 Location of Firm/Core Work Type/Firm Stability & Health
- 1.3 Key personnel (Experience and Qualifications)
- 1.4 Contract Management Plan/Procurement Strategies
- 1.5 Safety Experience Modification Ratio
- 1.6 Safety Culture/Safety Program

#### Factor 2 - Past Performance/Corporate Experience

- 2.1 Experience Providing Similar Services
- 2.2 Experience with JOC IDIQ Contracts

### **PRICE PROPOSAL PACKAGE (PDF File #2)**

1. Offer & Award & Adjustment Factors Page(s)
2. Provision 1-3, Domestic Source
3. Provision 4-9, Acknowledgement of Solicitation Amendments
4. Provision F-202, Key Personnel
5. Provision 4-3, Representations and Certifications
6. Provision 9-1, Equal Opportunity Affirmative Action Program
7. Provision F-401, Authorized Negotiators

## EVALUATION

### A. EVALUATION

Evaluation will be conducted in accordance with the Supplying Principles and Practices (SPs&Ps) section 2-26.2 Proposal Evaluation Strategy and Factors. Proposals that do not meet all the requirements of this solicitation may be determined to be non-responsive.

This section describes the minimum information, which must be included in responsive Technical Proposals. Information to be furnished includes:

1. Cover Page – Point of Contact & Company Info
2. Executive Summary
3. Offeror Responses to Evaluation Criteria

A brief executive summary, not to exceed one page in length, is required at the beginning of the proposal.

**The Summary should contain comments describing the Offeror's commitment to the project and whether or not the Offeror accepts the proposed agreement, its provisions and clauses, terms and conditions, work requirements and other appendices as found in this solicitation.**

The summary should also include any information the offeror considers necessary to clarify any items included in the Technical Proposal such as assumptions made, interpretations of proposed agreement, etc.

Offerors shall provide responses to the evaluation criteria listed herein. The USPS will use the technical evaluation criteria listed in this enclosure to evaluate the merit of the Technical Proposals.

### VETS 4212 Supplier Instructions

Before an award can be made, the VETS-4212 report has to be completed. The suggested method is to file electronically at [VETS4212-customer-support@dol.gov](mailto:VETS4212-customer-support@dol.gov). Upon the successful submission of a VETS-4212 report(s), you will receive an email confirmation of receipt for your records. Please submit a copy of the confirmation email with your proposal.

### B. PASS/FAIL REQUIREMENTS

Offerors will be required to submit documentation to support the following Pass/Fail factors.

1. **Eligibility:** LICENSE(S) - Attach a copy of license(s) or certification(s) for this type of work, as required by the State named in this solicitation, or copy of application to obtain such license(s). If a license (or certification) for this type of work is not required in the State named in this solicitation, the contractor is to provide a statement indicating that this is not applicable. YEARS IN BUSINESS - Minimum Years in Business: Company must show proof they have been in business under the company's present name for a minimum of three (3) consecutive years. (Examples include Articles of Incorporation; Articles of LLC)

2. **Bonding:**

The evaluation of this information will be to determine, on a "go, no go" basis, offeror's financial

## Proposal Instructions and Evaluation Criteria

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condition and capability, and capacity to perform the work under this solicitation as demonstrated by its ability to secure performance and payment bonds. Offeror shall attach a copy of a letter from one or more bonding companies stating the following:

- Firm bonding capacity (aggregate dollar amount)
- How long the bonding company(s) has been providing bonds to your company

**Provide written documentation on the firm's surety letterhead affirming that the firm has an accessible aggregate bonding capacity of \$3 million or more.** Do not provide the actual bonds at the time of the initial offer. Only firms identified for contract award will be required to provide the bonds.

Additionally, the bonding company must appear on the list contained in Treasury Department Circular 570. The amount of bond may not exceed the underwriting limit stated for the surety in that list. Do not submit the names of agents working on your behalf. Failure to make available any information in this section, or evidence of poor financial stability may result in Contractor disqualification.

### 3. Financial Condition and Capability:

Offeror's financial condition and capability will be evaluated to determine if adequate resources are available and committed for performance. During the evaluation, financial references may be requested and contacted to determine the Offeror's financial stability during past years. The adequacy of available working capital to facilitate performance under the contract will be evaluated.

The evaluation of this information will be to determine, on a "go, no go" basis, the financial health of an offering supplier, and to determine if there are foreseeable and knowable financial issues that would threaten or undermine the success of a given supplier should they be awarded a contract resulting from this solicitation, and ultimately to minimize the overall risk to the Postal Service.

Demonstrated proof of financial stability will be determined by a review of the following documentation:

- Offeror's credit rating report obtained from one of the credit monitoring bureaus, e.g., Equifax, Experian, TransUnion, or Dun & Bradstreet; and
- Offeror shall provide a copy of a letter from its bank stating the following:
  - o Length of time the supplier has been doing business with the bank.
  - o Average monthly account balance (in general terms).
  - o Extent of credit available and terms of availability.
  - o The bank's rating of the supplier as a business customer.

Name and telephone number and/or email address of individuals at the bank who can be contacted by Postal Service personnel for additional information.

### C. TECHNICAL EVALUATION

The Postal Service will use technical evaluation criteria to evaluate the offeror's Technical Proposal. Each supplier will be required to submit a proposal that addresses Supplier Capability Factors and Past Performance Factors. The technical evaluation will focus on Factor No. 1 and Factor No. 2, and their sub-factors, whereas the price analysis will focus on the supplier's price proposal, which is to be submitted separately from the technical proposal. The adjectival scoring matrix provided under Instructions above will be employed to score and rate all technical evaluation criteria.

# Proposal Instructions and Evaluation Criteria

## A. Technical Evaluation Criteria:

Factor 1 – Supplier Capability	
<i>Subfactors:</i>	
1.1	Ability to service the geographic area
1.2	Location of firm/Core work type
1.3	Key Personnel
1.4	Contract Management Plan/Procurement Strategies
1.5	Safety Experience Modification Rating (EMR)
1.6	Safety Culture and Safety Program
Factor 2 – Past Performance	
<i>Subfactors:</i>	
2.1	Experience Providing Similar Services
2.2	Experience with IDIQ/Job Order Contracts

## B. Importance of Technical Evaluation factors:

Factor 1 Supplier Capability is significantly more important than Factor 2 Past Performance.

Sub factors 1.1 through 1.6 are equal to each other.

Sub factors 2.1 through 2.2 are equal to each other.

## Proposal Instructions and Evaluation Criteria

Factor No.	Criteria
<b>001</b>	<b>Supplier Capability</b>
<b>1.1</b>	<p><b>Ability to Service the Primary Geographic Area</b></p> <p>Provide a narrative outlining the firm’s ability to operate effectively and efficiently in the geographic area of coverage, and how the firm can meet the requirements associated with the project priority definitions outlined in the solicitation.</p>
<b>1.2</b>	<p><b>Location of the Firm/Core Work Type/Firm Stability and Health</b></p> <p>Provide a clear, detailed description of where the offering firm is located, where satellite offices of the offering firm may exist, and the location from where the work will be managed and directed, generally.</p> <p>Explain in detail how much work the offering firm plans to perform with its own forces (employees of the offering firm) and how much of the work will be subcontracted. For subcontracted work, explain in detail the relationship the offering firm has with those subcontractors and how those relationships will be managed effectively to meet the requirements of this contract.</p> <p>Provide a narrative outlining the proposing firm’s general client base, current workload activity, and what the workload activity has been for the past three (3) years, generally.</p> <p>Describe the firm’s core client base and work type associated with those clients, and provide information related to how the firm size (with respect to full-time and part-time personnel) has been over the last three (3) years.</p> <p>Explain how a contract of this type, with a client such as the Postal Service, is a good fit for the firm’s overall business model and how this contract will be prioritized among other obligations and responsibilities across the firm client base.</p> <p>Include in this narrative information that addresses the financial strength and well-being of the offering firm. DO NOT submit detailed financial statements, but instead articulate in a reasonable amount of detail information describing the overall health of the firm</p>
<b>1.3</b>	<p><b>Key Personnel</b></p> <p>Provide an organizational chart illustrating the firm's structure and key personnel that will be leveraged to fulfill the requirements of this contract. Provide resumes for Key Personnel, which are defined as persons, supervisory level and above, who will be assigned to the project. Their resume should include past comparable project experience and articulate the strengths in terms of how those personnel are best suited to fulfill the requirements, including experience levels and specific and unique qualifications related to their ability to manage multiple projects, priorities and clients, etc</p>

## Proposal Instructions and Evaluation Criteria

<b>1.4</b>	<b>Contract Management Plan/Procurement Strategies</b> <p>Provide a narrative of how the proposing firm plans to manage the award of multiple task orders and projects simultaneously and over the life of the contract. Address how the firm will manage projects spread out over a large geographic area, and the firm's ability to execute projects <i>outside</i> the primary area of geographic coverage, if applicable – See note below.</p> <p>Provide a narrative explaining the proposing firm's experience with executing multiple small- scale, medium scale and large-scale projects across a diverse client facilities portfolio that contains properties of a wide range of sizes and locations, and how this type of work fits into the overall business strategy of the firm.</p> <p>Explain how the firm manages the administrative side of the business, how demands of those aspects of the business are separated (or intertwined) with the responsibilities and obligations of the technical staff. Explain who will be the Postal Service points of contact for the various aspects of the business. Address how those personnel are best suited for acting as a point of contact for a client such as the Postal Service.</p> <p>Provide a narrative describing your firm's plan for any subcontracting, including:</p> <ul style="list-style-type: none"><li>▪ Criteria used to select subcontractors, including subcontractors highly skilled and experienced in performing structural repairs similar to those outlined in the plans and specifications for this project.</li><li>▪ Payment terms of typical subcontractor agreements and contracts (e.g. financing vs. paid-when-paid). Specifically address the issue of any subcontracting firms requiring advance payment for services, if any, due to the scale of the project.</li><li>▪ Firm's approach to the multiple phases of the project and a protracted period performance, and how the period of performance will be managed with respect to significant subcontracting involvement, if applicable. Explain how the associated risks of this component will be addressed and mitigated.</li></ul>
<b>1.5</b>	<b>Safety Experience Modification Rating EMR</b> <p>Provide documentation on the letterhead of the firm's insurance company of the firm's Experience Modification Ratio<sup>1</sup>.</p> <p>Explain fully any EMR that exceeds 1.00.</p>

<sup>1</sup> Experience Modification Rate (EMR) has strong impact upon a business. It is a number used by insurance companies to gauge both past cost of injuries and future chances of risk. The lower the EMR of your business, the lower your worker compensation insurance premiums will be.

## Proposal Instructions and Evaluation Criteria

<b>1.6</b>	<p><b>Safety Culture and Safety Program</b></p> <p>Provide a description of the company procedures that will be implemented during the performance of any work:</p> <ul style="list-style-type: none"> <li>• Construction site safety meetings;</li> <li>• First aid treatment;</li> <li>• Reporting procedures;</li> <li>• Company-required safety apparel;</li> <li>• Construction site inspections;</li> <li>• Subcontractor safety program compliance requirements, and;</li> <li>• Firm enforcement procedures (i.e., disciplinary actions implemented after violations -specifically address “repeat violators”, etc.).</li> </ul> <p>As these projects are usually in an occupied building with a 24 hours a day, 7 days a week operation, provide in detail your firm’s plan to protect the workforce, building, and equipment during construction.</p> <p>Identify firm’s full time safety person and include their resume.</p>
<b>Factor No.</b>	<b>Criteria</b>
<b>002</b>	<b>Past Performance and Corporate Experience</b>
<b>2.1</b>	<p><b>Experience Providing Similar Services</b></p> <p>Include a narrative outlining the offering firms experience with projects of this type in the last several years. Include in the narrative information relating to the firms’ overall body of work, record of on-time performance, record of cost control, record of controlling quality, and how a contract of this scale and magnitude fits into the broader business strategy of the firm.</p>
<b>2.2</b>	<p><b>Experience with IDIQ/Job Order Contracts</b></p> <p>Provide a narrative of past experience with indefinite delivery indefinite quantity contracts with the Postal Service, other federal agencies, state agencies or other clients. Explain in detail the overall terms of the contract, the number of task orders issued over the life of the contract, the average project scale, and how many projects were underway at any given time, generally.</p> <p>Additionally, offerors are advised that the USPS may use other sources to inquire about offerors’ past performance as stated below:</p> <p><i>The U.S. Postal Service (USPS) reserves the right to use past performance information obtained from sources other than those that may be identified by the offeror, e.g. information found in the government’s Past Performance Information Retrieval System (PPIRS). This past performance information MAY be used for the evaluation of the Offeror’s past performance. The USPS does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror or contained in other government repositories. The burden of providing thorough and complete past performance information remains with the Offeror.</i></p>

### **D. PRICE EVALUATION**

Price analysis will be conducted in accordance with the Postal Service Supplying Principles and Practices (SPs and Ps) Section 2-34.

The Offeror shall submit Adjustment Factors on the Documents provided in the solicitation. See OFFERORS PROPOSAL RETURN PACKAGE, above, for all sections required to be included in price proposal package.

### **E. PROPRIETARY DATA**

Pursuant to Provision A-1: Restrictions on Disclosure and Use of Data, Offerors that include in their proposals data that they do not want used or disclosed by the Postal Service for any purpose other than proposal evaluation may take the following steps explained below.

If Offeror intends to use a product or process in which it has a proprietary or background patent position, please so indicate and list patent applications, patents granted, including dates, numbers, description, and whether or not the Government has rights in the patents. Offerors should indicate on the fore page, and all subsequent pages of their proposal, those sections, paragraphs, or areas which they consider being proprietary or otherwise considered confidential. The USPS assumes no liability for disclosure or use of unmarked data, and may use or disclose such data for any purpose. Unless restricted, information submitted in response to this RFP and subsequently used for procurement purposes may become subject to public disclosure pursuant to the provisions of the "Freedom of Information Act."

### **F. GENERAL INFORMATION**

#### **Questions and Answers**

Any prospective offeror desiring an explanation or interpretation of the solicitation, work requirements, etc., must request it in writing via e-mail to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, within 5 Business days.

#### **Amendments to Solicitations**

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

Offerors may submit revised proposals only if requested or allowed by the USPS Contracting Officer.

## Proposal Instructions and Evaluation Criteria

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Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

The USPS may evaluate proposals and award a contract without discussions with offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The USPS reserves the right to conduct discussions and require oral presentations if the Contracting Officer later determines them to be necessary.

If a cost analysis is performed, the USPS may consider cost realism in evaluating performance or schedule risk.

Offerors should be prepared to respond to requests by the Contracting Officer for oral presentations or written discussion, or both, facility surveys, and other information as may be necessary to assist in the detailed evaluation process.

The USPS may solicit, from available sources, experience data concerning an Offeror's past performance and will consider such information in its evaluation.



## Offer and Award IQ-JOC

1. Contract Number		2. Solicitation Number 089495-22-A-0072		3. Socio/Econ	
4. Issued by SM FACILITIES CONST IDIQ CMT 6 Griffin Road North Windsor, CT 06006		5. For Information call ( <i>No Collect Calls</i> ) Paige Lyne jacquelyn.p.lyne@usps.gov			
6.a. Offeror/Contractor		b. Contact Name:			
		c. Telephone No:			
		d. Fax Number:			
		e. Email Address			
		f. TIN:			
		g. Parent TIN   Location:			
h. Remittance Name and/or Address: (if different from above)					
7. Delivery/Performance Requirements <b>See Sections A and B</b>					
8. Items & Prices/General Description Requirement Contractors are reminded to enter their multipliers on Page 1A and sign their proposal in Block 11 below.					
<b>Total: \$ See Page 1a to insert Multipliers</b>					
Acceptance: In compliance with this solicitation the undersigned offers and agrees, if this offer is accepted within 120 calendar days from the solicitation return date, to furnish any and all items or services upon which prices are offered on page 1a of this solicitation.					
Note: Offerors must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offerors is prescribed in 18 U.S.C. 1001.					
9. Optional Provisions/Clauses listed below are applicable to this contract:					
10. Billing Instructions (Submit Invoices To) IDIQ CMT IDIQ-CMT@usps.gov					
11. Contractor Signature:		Date:	12. US Postal Service Signature		Date:
Name of Person Authorized to sign			Name of Contracting Officer JAMES GALSTON III		

Facility: IDIQ CMT  
WINDSOR, CT

CONTRACTOR COST PROPOSAL

1. **Schedule of Prices:** The undersigned agrees to perform all work required, necessary proper for or incidental to completing the work called for in each individual Work Order issued under this Contract using the Construction Task Catalog® and the current USPS Building Design Standards including the Technical Specifications incorporated herein with the following Adjustment Factors:

A. Normal Working Hours (Defined as 8:00 AM. to 5:00 P.M. Mondays-Fridays): Undersigned shall perform any or all tasks during normal working hours in the quantities specified for the unit price specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

	●				
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(Specify to four (4) decimal places)

B. Other Than Normal Working Hours (Defined as 5:01 P.M. to 7:59 A.M. Monday-Friday and any time Saturday, Sunday, and Holidays): Undersigned shall perform any tasks during other than normal working hours in the quantities specified for the unit price specified in the Construction Task Catalog® multiplied by the Adjustment Factor of:

	●				
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(Specify up to four (4) decimal places)

C. Non Pre-priced: Undersigned shall perform any tasks to be applied to work deemed not to be included in the Construction Task Catalog® but within the general scope of the work in the quantities specified multiplied by the Adjustment Factor of:

	●				
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(Specify up to four (4) decimal places)

NOTICE - The attention of offerors is particularly called to the fact that, unless the Offer is made in strict conformity with the directions given, it may be rejected.

2. **Basis of Contract Award:** The following formula has been developed for the sole purpose of evaluating cost proposals only. The multipliers in Section 1.A., 1.B., and 1.C. will be used for the awarded contract. Each offeror must complete the following Evaluation Formula.

EVALUATION FORMULA

- Line 1. Normal Working Hours Adjustment Factor (from 1.A. above) \_\_\_\_\_
- Line 2. Multiply Line 1 by .80 \_\_\_\_\_
- Line 3. Other Than Normal Working Hours Adjustment Factor (from 1.B. above) \_\_\_\_\_
- Line 4. Multiply Line 3 by .10 \_\_\_\_\_
- Line 5. Non Pre-price Task Adjustment Factor (from 1.C. above) \_\_\_\_\_
- Line 6. Multiply Line 5 by .10 \_\_\_\_\_
- Line 7. Summation of lines 2, 4 and 6 (Award Criteria) \_\_\_\_\_



**F-PROVISION F-103: Direct Vendor/Pre-selected Sources (March 2006)**

a. This solicitation identifies supplies or services for which a qualified or direct vendor requirement applies. With respect to those supplies or services, the contracting officer will consider only the proposals of offeror's who appear, or whose products appear, on the approved products list, qualified manufacturers list, or qualified offeror's list developed for this solicitation.

b. Unless determined by the contracting officer to be in the Postal Service's best interests, this procurement will not be delayed in order to provide an offeror the opportunity to meet standards specified for qualification.

c. The Postal Service reserves the right to reject any offer that does not comply with these requirements.

**PREPARATION, SUBMISSION, MODIFICATION AND WITHDRAWAL OF PROPOSALS**

**PROVISION 2-7: Brand Name or Equal (March 2006)**

a. One or more items called for by this solicitation have been identified in the Schedule by a brand-name-or-equal product description. Proposals offering equal products will be considered for award if these products are clearly identified and are determined by the Postal Service to contain all of the essential characteristics of the brand-name products referenced in the solicitation.

b. Unless the offeror clearly indicates in the proposal that the proposal is for an equal product, the proposal will be considered as offering a brand-name product referenced in the solicitation.

c. If the offeror proposes to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished must be inserted in the space provided in the solicitation. The evaluation of proposals and the determination as to equality of the product offered will be based on information furnished by the offeror or identified in the proposal, as well as other information reasonably available to the purchasing activity. The purchasing activity is not responsible for locating or obtaining any information not identified in the proposal and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available, the offeror must furnish as a part of the proposal:

1. All descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to establish exactly what the offeror proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or

2. Specific references to information previously furnished or to information otherwise available to the purchasing activity to permit a determination as to equality of the product offered.

d. If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offeror must:

1. Include in the proposal a clear description of the proposed modifications; and

2. Clearly mark any descriptive material to show the proposed modifications.

**PROVISION 3-1: Notice of Small-, Minority-, and Woman-owned Business Subcontracting Requirements (February 2018)**

When the contract value is estimated at \$1 million or more, all offerors, except small businesses, must submit with their proposals the contract-specific subcontracting plan required by Clause 3-1: Small-, Minority-, and Woman-Owned Business Subcontracting Requirements. Generally, this plan must be agreed to by both the supplier and the Postal Service before award of the contract. Lack of submittal of a contract-specific subcontracting plan may make the offeror's proposal unacceptable for award.

All offerors must be capable of reporting as required by Clause 3-2: Participation of Small-, Minority-, and Woman-Owned Businesses. Reporting is required when the contract value is estimated at \$500,000 or more.

**PROVISION 4-1: Standard Solicitation Provisions (September 2016)CO Modified**

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

(1) Solicitation number;

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

(3) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;



- (4) Terms of any expressed warranty;
- (5) Price and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information); and
- (10) If the offer is not submitted on PS Form 8203, include a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.

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

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

d. **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.

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

f. **Type of Contract.** The Postal Service plans to award an indefinite delivery indefinite quantity contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will  will not  be considered.

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

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

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

If checked, the following provision is incorporated in this solicitation by reference: (contracting officer will check as appropriate.)

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

**PROVISION 4-9: Preparation of Proposals (Construction) (IQ JOC)CO Modified**

a. **Type of Contract:** The Postal Service plans to award an indefinite delivery indefinite quantity job order construction contract under this solicitation and all proposals must be submitted on this basis.

Alternate proposals based on other contract type's  will not be considered.

b. **Acknowledgment of Solicitation Amendments:** Offerors must acknowledge receipt of any amendment to this solicitation:

- (1) By signing and returning the amendment;
- (2) By identifying the amendment number and date in the space provided for this purpose on the solicitation form; or
- (3) By letter, electronic or facsimile transmission.

Acknowledgments of amendments are subject to the Late Offers below. Proposals lacking acknowledgment of an amendment affecting price, quantity, quality, or delivery may be disregarded.

Amendment	Date	Amendment	Date
_____	_____	_____	_____
_____	_____	_____	_____



- c. Offerors are expected to examine the drawings, specifications, and all provisions and instructions. Failure to do so is at the offeror's risk.
  - d. Each offeror must furnish the information required by the solicitation. The offeror must sign the proposal and print or type its name on the proposal and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal.
  - e. Proposals for supplies or services other than those specified will not be considered unless specifically authorized by the solicitation.
  - f. Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.
  - g. Proposals and modifications must be packaged separately and submitted in sealed envelopes or packages in the formats and quantities specified below:
    - (1) Offer and Award Form including Representations and Certifications: One (1) original and zero(0) additional copies.
    - (2) Technical Qualifications Statement: One (1) original and zero(0) additional copies.
  - h. Proposals and proposal modifications must:
    - (1) Be addressed to the office specified in the solicitation; and
    - (2) Show the time specified for receipt, the solicitation number, and the name and address of the offeror.
  - i. *Business Disagreements*: Business disagreements may be lodged with the Supplier Ombudsman if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at [www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)). The Supplier Ombudsman will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Section 601. The Supplier Ombudsman's decisions are available for review at [usps.com](http://usps.com).
  - j. *Late Offers*: Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.
  - k. *Incorporation by Reference*: Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>
- The following provision(s) is incorporated in this solicitation by reference:
- NONE

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

Offerors that include in their proposals data they do not want used or disclosed by the Postal Service for any purpose other than proposal evaluation may take the following steps:

a. Include on the title page or in the introductory material of their proposal the following: "This proposal includes data that may not be duplicated, used, or disclosed outside the Postal Service – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of such data, the Postal Service will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Postal Service's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (Offeror insert numbers or other identification of sheets)."

b. Mark each sheet of data they wish to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**F-PROVISION F-202: Key Personnel (March 2006)**

a. The contractor must assign to this contract the personnel named in the offeror's proposal for the following key positions:

	NAME	Title/Position	Phone #
1			
2			



	NAME	Title/Position	Phone #
3			
4			
5			
6			

## EVALUATION AND AWARD

### PROVISION 4-2: Evaluation (March 2006)CO Modified

a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. The following performance evaluation factors will be used in the evaluation of offers: (See Proposal Instructions Evaluation Criteria)

b. Options. The Postal Service will \_\_\_\_\_ will not  evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Postal Service may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options will not obligate the Postal Service to exercise the option(s).

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

### F-PROVISION F-301: Contract Award and Proposal Evaluation (March 2006)

#### a. Evaluation

1. If required by the Contracting Officer all Technical, Management Plans and/or Qualification Statement Packages (QSP) will be evaluated by the Contracting Officer or his/her designated representative(s). The Technical, Management Plans and/or QSPs will be evaluated to ensure that the services and personnel to be provided by the offeror are adequate to ensure the proper execution of this contract.

1. Proposals will be evaluated using proposal-specific technical factors price proposals. The prices will be evaluated to determine that they are fair and reasonable. If it is determined that any technical or price component requires clarification, discussions may be held with any offeror to obtain such clarifications. If and when discussions are conducted with an offeror(s) they will be provided a reasonable time to revise their proposal, if applicable. Offeror(s) whose Technical, Management Plan, QSP and/or price proposal are determined to be unacceptable (incomplete, unreasonable costs, high or low, and with no opportunity to receive contract award) may be eliminated from further consideration. Oral presentations may be required. If required, those offeror's will be notified.

#### b. Award

1. Award will be made to the responsible offeror whose proposal contains the combination of technical and price offering the best value to the Postal Service. An award will not necessarily be made to the lowest price offered if the associated technical merits of that proposal are considered acceptable.

2. If this solicitation results in a contract for more than \$1 million, the Contracting Officer must approve the offeror's sub-contracting plan prior to award. No sub-contracting plan is required with the initial proposal submittal. The contracting officer will request a sub-contracting plan in the "Intent to Award" letter to the otherwise successful offeror(s).

## REPRESENTATIONS AND CERTIFICATIONS

### PROVISION 1-3: Domestic Source Certificate - Construction Materials (March 2006)CO Modified

The offeror certifies that only domestic construction materials (as defined in Clause 1-10: Preference for Domestic Construction Materials) will be used in the performance of this contract, except for foreign construction materials listed below:

Material	Quality	Estimated Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____



**PROVISION 4-3: Representations and Certifications (November 2012)**

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

1. Operates as:

- a corporation incorporated under the laws of the state of \_\_\_\_\_; or country of \_\_\_\_\_ if incorporated in a country other than the United States of America.
- an individual;
- a partnership;
- a joint venture;
- a limited liability company;
- a nonprofit organization; or
- an educational institution; and

2. Is (check all that apply)

- a small business concern;
- a minority business (indicate minority below):
- Black American
- Hispanic American
- Native American
- Asian American:
- a woman-owned business; or
- none of the above entities.

1. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
2. *Minority Business.* A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
3. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
4. *Educational or Other Nonprofit Organization.* Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)

- a Postal Service employee or a business organization substantially owned or controlled by such an individual
- a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

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

**B. Parent Company and Taxpayer Identification Number**

1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN: \_\_\_\_\_
3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.
4. Check this block if the offeror is owned or controlled by a parent company: \_\_\_\_\_
5. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: \_\_\_\_\_

Parent Company's Main Office: \_\_\_\_\_

Address: \_\_\_\_\_

No. and Street: \_\_\_\_\_



City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Parent Company's TIN: \_\_\_\_\_

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

**C. Certificate of Independent Price Determination**

1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
  1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
  2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
  3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing this proposal certifies that:
  1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
  2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

**D. Certification of Nonsegregated Facilities**

1. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
2. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
3. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):  
Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Clause 9-7: Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

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

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:
  1. Are \_\_\_ are not \_\_\_ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
  2. Have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  3. Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
  4. Have \_\_\_ have not \_\_\_ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
  5. Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
2. The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's *Supplying Practices*). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.



6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

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

1. Provision 1-2: Domestic Source Certificate - Supplies
2. Provision 1-3: Domestic Source Certificate - Construction Materials
3. Provision 9-1: Equal Opportunity Affirmative Action Program
4. Provision 9-2: Preaward Equal Opportunity Compliance Review
5. Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

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

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

Representation Concerning Data Rights

Offeror has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block):

- None of the data proposed for fulfilling the requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling the requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. "Limited rights data" and "restricted computer software" are defined in the contract clauses entitled Clause 8-6: Rights in Technical Data and Clause 8-9: Rights in Computer Software.

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

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

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

**F-PROVISION F-401: Authorized Negotiators (March 2006)**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Postal Service in connection with this solicitation/purchase of professional services (*offeror list names, titles, and telephone numbers of the authorized negotiators*).

	Name	Title/Position	Telephone #
1			
2			
3			
4			
5			