

ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 22, 23 and 26

1. REQUISITION NO. _____ PAGE 1 OF 2
 2. CONTRACT/ORDER NO. 1CWRLS-12-B-0005
 3. AWARD/EFFECTIVE DATE 12/01/2011
 4. MASTER/AGENCY CONTRACT NO. _____
 5. SOLICITATION NO. _____
 6. SOLICITATION ISSUE DATE _____

7. For Solicitation Information Call: a. NAME Daniel H. Jackson, C.P.M. b. TELEPHONE NO. [REDACTED] c. FAX NO. [REDACTED] 8. OFFER DUE DATE/TIME _____

9. ISSUED BY: Voice/Wireless/Call Center, Telecom & IT Hardware CMC, United States Postal Service, PO Box 2749E, Greensboro NC 27498-0001. CODE 1CWRLS
 10. ACO CODE 1CWRLS
 11. SOLICITATION METHOD: RFO, RFP, ORAL
 12. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED: SEE SCHEDULE
 13. DISCOUNT TERMS: See Schedule

14. SUPPLIER: ATT MOBILITY NATL ACCTS LLC, ATTN: [REDACTED], DBA ATT MOBILITY, ATTN 4C CONTRACTS, 7229 PARKWAY DRIVE, HANOVER MD 21076-0000, US. CODE [REDACTED]
 15. BILLING ADDRESS: PROFITLINE - USPS, PO BOX 509120, SAN DIEGO CA 92510-9120
 TEL: [REDACTED] FAX: [REDACTED]
 EMAIL: [REDACTED]

16. REMITTANCE ADDRESS: ATT MOBILITY NATL ACCTS LLC, DBA ATT MOBILITY, PO BOX 6463, CAROL STREAM IL 601976493. CODE 00001
 17. DELIVERY ADDRESS: RALEIGH NC TELECOM SERVICES, TELECOM SERVICES, USPS, 4200 WAKE FOREST RD, RALEIGH NC 276689700
 TELEPHONE NO: [REDACTED]
 DELIVER BY/END DATE: 12/01/2011
 CHECK EFT

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
00001	Sub Rept. Req'd: N Payment Terms: NET30 Accounting Info: BPN: [REDACTED] Period of Performance: 12/01/2011 to 11/30/2013 National Wireless Services and Equipment based on the attached proposal dated 11/16/2011. (ACT11-46RR). The initial period of performance will be from 12/01/2011 through 11/30/2013 with three (3) two year renewal options for a total of eight years. Continued ...				

24. TOTAL AWARD AMOUNT (USPS Use Only) \$0.00

25. The supplier is required to sign this document and return copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.
 26. Award of Contract: Your offer on Solicitation (block 5) is accepted as to items

27a. [REDACTED] CONTRACTING OFFICER

27b. PRINTED NAME AND TITLE OF SUPPLIER: RAJIVALL BLANSHI, Contracts Manager 12-20-11
 27c. DATE SIGNED: 12/01/2011
 28a. PRINTED NAME OF CONTRACTING OFFICER: Daniel H. Jackson, C.P.M.
 28c. DATE SIGNED: 12/01/2011

CONTINUATION SHEET

REQUISITION NO

PAGE OF
2 2

CONTRACT/ORDER NO.
1CWRLS-12-B-0005

AWARD/
EFFECTIVE DATE
12/01/2011

MASTER/AGENCY CONTRACT NO

SOLICITATION NO

SOLICITATION
ISSUE DATE

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Account Number: [REDACTED]</p> <p>FOB: Destination</p> <p>The USPS has entered into an agreement with ProfitLine to manage our cellular technology companywide. All invoice processing, payment, provisioning and related cellular matters should be incorporated with Profitline.</p> <p>This agreement replaces contract # 1CTELE-06-B-0087.</p> <p>The total amount of award: \$0.00. The total amount for this award is shown in box 24.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 1
2 AMENDMENT/MODIFICATION NO 126	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO. (if applicable)
6 ISSUED BY Daniel H. Jackson, C.P.M. Voice/Wireless/Call Center Telecom & IT Hardware CMC United States Postal Service PO Box 27496 Greensboro NC 27498-0001	CODE 1CWRLS	7 ADMINISTERED BY (if other than Item 6) Voice/Wireless/Call Center Telecom & IT Hardware CMC United States Postal Service PO Box 27496 Greensboro NC 27498-0001	CODE 1CWRLS
8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code) AT&T MOBILITY NAT'L ACCTS LLC Attn: [REDACTED] 1000 AT&T Mobility AT&T Center 2200 Parkway Drive Hanover MD 21076-0000 US		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
SUPPLIER CODE	FACILITY CODE	x 10A MODIFICATION OF CONTRACT/ORDER NO 1CWRLS-12-B-0005	10B DATED (SEE ITEM 13) 12/01/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

(is extended) (is not extended)

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 10, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required) \$0.00
 (See Schedule)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14
<input checked="" type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A Supplemental agreement
<input type="checkbox"/>	D OTHER (such as no cost change/cancellation/termination, etc.) (Specify type of modification and authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

E. IMPORTANT: Contractor (is not) is required to sign this document and return _____ 1 _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to update the current Apple Smartphone equipment costs to the UPEE per the attached AT&T proposal dated 11/29/2016.

Sub Ept Req'd: N Payment Terms: NET30

Period of Performance: 12/01/2015 to 11/30/2017

COE - Michelle Ransom [REDACTED]

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) John Giarrusso Digitally signed by John Giarrusso		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel H. Jackson, C.P.M.	
15B CONTRACTOR/OFFEROR Giarrusso (Signature of person authorized to sign)	15C DATE SIGNED Date: 2016.11.30 13:47:03 -05'00' November 30, 2016	16B CONTRACT AUTHORITY [REDACTED] (Signature of Contracting Officer)	16C DATE SIGNED 11-30-16

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PRIVACY ACT STATEMENT

PRIVACY ACT STATEMENT

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

NARRATIVE

The purpose of this agreement is to establish the terms, conditions and pricing for the wireless business used by the USPS. This includes but is not limited to cell phones, blackberry's, aircards, and any and all accessories associated with this equipment.

The USPS is currently under contract with multiple wireless providers. For this reason the amount of business is divided among them based on 1) Coverage of services 2) Price of services and equipment, in that order. When there are multiple providers available in a specific area, then pricing will drive the business decision.

The term of this contract is a base contract period of (2) two years, with (3) three, two year renewal options for a total of eight years.

The services and equipment are managed through ProfitLine Inc, a postal supplier. All invoice processing, payments and provisioning must be incorporated through ProfitLine. Their address is 9920 Pacific Heights Blvd. Suite 200, San Diego, CA 92121 [REDACTED]

The USPS allows the wireless providers to offer their products at a discount to postal employees. All of the participating providers' information is posted on the postal Blue Page.

[Ex 6]

PART 3 – CONTRACT CLAUSES

Clause B-3 Contract Type (March 2006)

This is an Ordering Agreement. An Ordering Agreement is not a binding contract but simply a framework for future orders. Once an order (email, paper or verbal) has been placed by the Postal Service it becomes a binding contract, unless the order is rejected by the supplier, in writing, within 5 working days. Failure to reach agreement on the price of any one order issued before a price is established is a dispute under Clause B-9, Claims and Disputes.

Clause 4-1 General Terms and Conditions (March 2006)

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

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

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

c. Changes

- (1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:
 - (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
 - (b) Statement of work or description of services;
 - (c) Method of shipment or packing;
 - (d) Places of delivery of supplies or performance of services;
 - (e) Delivery or performance schedule;
 - (f) Postal Service furnished property or facilities.

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

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

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

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

d. *Reserved*

e. *Reserved*

f. *Reserved*

g. *Invoices*

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

(a) Any services being billed for have been performed in accordance with the contract requirements; and

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

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

(a) The supplier's name, remit to address (including ZIP+4®) and phone number;

(b) Unique invoice number and invoice date;

(c) Any applicable task or delivery order number;

(d) A description of the supplies or services and the dates delivered or performed;

(e) The point of shipment or delivery;

(f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;

(g) Shipping and payment terms, including GBL number if applicable; and

(h) Any additional information required by the contract.

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

i. *Payment*

(1) Payment will be made for items accepted by the Postal Service that have been delivered to the delivery destinations set forth in this contract. The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract may

be made by the Postal Service either by check, electronic funds transfer or government credit card at the option of the Postal Service.

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

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

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

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

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

l. *Termination for the Postal Service's Convenience.* The Postal Service reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the supplier must immediately stop all work and must immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the supplier will be paid a percentage of the work performed prior to the notice of termination, plus reasonable charges the supplier can demonstrate to the satisfaction of the Postal Service using its standard record keeping system, have resulted from the termination. The supplier will not be required to comply with the cost accounting standards and principles for this purpose. This paragraph does not give the Postal Service any right to audit the supplier's records. The supplier will not be paid for any work performed or costs incurred which reasonable could have been avoided.

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

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

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

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

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

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

a solicitation; (6) other paragraphs of this clause; (7) Form 8203; (8) other documents, exhibits, and attachments, and (9) the specifications.

s. *Incorporation by Reference.* Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service *Interim Internal Purchasing Guidelines*, and its date. The text of incorporated terms may be found in Appendix A (for provisions), or Appendix B (for clauses) of the Guidelines, accessible at www.usps.com/business. The following clauses are incorporated in this contract by reference:

- (1) B-1, *Definitions* (March 2006)
- (2) B-9, *Claims and Disputes* (March 2006)
- (3) B-15, *Notice of Delay* (March 2006)
- (4) B-16, *Suspensions and Delays* (March 2006)
- (5) B-19, *Excusable Delays* (March 2006)
- (6) B-30, *Permits and Responsibilities* (March 2006)

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

Clause 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (March 2006)

a. *Incorporation by Reference*

(1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Principles and Practices, and its date. The text of incorporated terms may be found in Appendix A (for provisions), or Appendix B (for clauses) of the Guidelines, accessible at www.usps.com/business. The following clauses are incorporated in this contract by reference:

- (1) Clause 1-5, *Gratuities or Gifts* (March 2006)
- (2) Clause B-9, *Claims and Disputes* (March 2006)
- (3) Clause B-25, *Advertising of Contract Awards* (March 2006)
- (4) Clause 9-1, *Convict Labor* (March 2006)
- (5) Clause 9-5, *Contract Work Hours and Safety Standards Act - Safety Standards* (March 2006)

(2) If checked, the following additional clauses are also incorporated in this contract by reference: (Contracting officer will check as appropriate.)

(1) Clause 1-1, *Privacy Protection* (March 2006)

(2) Clause 1-6, *Contingent Fees* (March 2006)

(3) Clause 1-9, *Preference for Domestic Supplies* (March 2006)

(4) Clause 1-10, *Preference for Domestic Construction Materials* (March 2006)

- (5) Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
- (6) Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses* (March 2006)
- (7) Clause 9-2, *Contract Work Hours and Safety Standards Act - Overtime Compensation* (March 2006)
- (8) Clause 9-3, *Davis-Bacon Act* (March 2006)
- (9) Clause 9-6, *Walsh-Healey Public Contracts Act* (March 2006)
- (10) Clause 9-7, *Equal Opportunity* (March 2006)
- (11) Clause 9-10, *Service Contract Act* (March 2006)
- (12) Clause 9-11, *Service Contract Act - Short Form* (March 2006)
- (13) Clause 9-12, *Fair Labor Standards Acts and Services Contract Act - Price Adjustments* (March 2006)
- (14) Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)
- (15) Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)

b. *Examination of Records.*

(1) *Records.* "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(2) *Examination of Costs.* If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.

(3) *Cost or Pricing Data.* If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:

- (a) The proposal for the contract, subcontract, or modification;
- (b) The discussions conducted on the proposal(s), including those related to negotiating;
- (c) Pricing of the contract, subcontract, or modification; or
- (d) Performance of the contract, subcontract or modification.

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

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

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

(a) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and

(b) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.

Clause 1-1 Privacy Protection (March 2006)

In addition to other provisions of this contract, the supplier agrees to the following:

- a. *Privacy Act.* If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a) and Postal Service regulations at 39 CFR Parts 266-267 apply to those records. The supplier is considered to operate a system of records if it manages records (including collecting, revising, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier agrees to comply with the Act and the Postal Service regulations in designing, developing, and operating the system of records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.
- b. *Customer or Employee Information.* If the supplier has access to Postal Service customer or employee information, including address information, whether collected online or offline by the Postal Service or by a supplier acting on its behalf, the supplier must comply with the following:
 1. *General.* With regard to the Postal Service customer information to which it has access pursuant to this contract, the supplier has that access as an agent of the Postal Service and must adhere to its postal privacy policy at www.usps.com/common/docs/privpol.htm.
 2. *Use, Ownership, and Nondisclosure.* The supplier may use Postal Service customer or employee information solely for purposes of this contract, and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier must restrict access to such information to those employees who need the information to perform work under this contract, and must ensure that each such employee (including subcontractors' employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its customer or employee information. Unless the contract states otherwise, upon completion of the contract, the supplier must turn over all Postal Service customer or employee information in its possession to the Postal Service, and must certify that no Postal Service customer or employee information has been retained unless otherwise authorized in writing by the contracting officer.
 3. *Security Plan.* When applicable, and unless waived in writing by the contracting officer, the supplier must work with the Postal Service to develop and implement a security plan that addresses the protection of customer or employee information. The plan will be incorporated into the contract and followed by the supplier, and must, at a minimum, address notification to the Postal Service of any security breach. If the contract does not include a security plan at the time of contract award, it must be added within 60 days after contract award.

4. *Breach Notification.* If there is a breach of any nature in the security of Postal Service data, including customer or employee data, the supplier must follow the breach notification requirements included in the security plan discussed in (3) above. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.
 5. *Legal Demands for Information.* If a legal demand is made for Postal Service customer or employee information (such as by subpoena), the supplier must immediately notify the contracting officer and the nearest office of the Postal Inspection Service. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the supplier may, with the written permission of the contracting officer, release the information specifically demanded.
- c. *Online Assistance.* If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations in subparagraph b (1) above relating to ad banners, buttons, or links, and the use of cookies, web beacons, or other web analysis tools. Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's chief privacy officer.
 - d. *Marketing E-Mail.* If the supplier assists the Postal Service in conducting a marketing e-mail campaign, the supplier does so as an agent of the Postal Service and must adhere to the Postal Service policies set out in Postal Service Management Instruction AS-350-2004-4, *Marketing E-mail*. Suppliers wishing to conduct marketing email campaigns to postal employees must first obtain the prior written approval of the contracting officer.
 - e. *Audits.* The Postal Service may audit the supplier's compliance with the requirements of this clause, including through the use of online compliance software.
 - f. *Indemnification.* The supplier will indemnify the Postal Service against all liability (including costs and fees) for damages arising out of violations of this clause.
 - g. *Flow-down.* The supplier will flow this clause down to subcontractors that would be covered by any portion of this clause if they were the supplier.

Clause 2-40 Delivery Order Limitations (March 2006)

- a. When the Postal Service requires supplies or services covered by this contract in an amount less than **\$10.00**, the Postal Service is not obligated to purchase, and the supplier is not obligated to furnish, those supplies or services under this contract.
- b. The supplier is not obligated to honor:
 1. Any order for a single item in excess of **\$1million**;
 2. Any order for a combination of items in excess of **\$1million**; or
 3. A series of orders from the same ordering office in the course of 3 days that together call for quantities exceeding the limitations stated in subparagraph b.1 or b.2 above.
- c. If this is a requirements contract, the Postal Service is not required to order a part of any one requirement from the supplier if that requirement exceeds the limitations stated in paragraph b above.

- d. If it is the supplier's intent not to honor an order received that exceeds the limitations stated in paragraph b above, the supplier must return the order to the ordering office within 5 days after issuance, with a written notice rejecting the order and giving the reasons; the Postal Service may then obtain the supplies or services from another source. If the supplier does not return the order with a notice of rejection as required, the supplier must honor the order as issued.