

U.S. POSTAL SERVICE OFFER AND AWARD CONTRACT POSTAL UNIT

- 1. CONTRACT NUMBER: 4756-30-94-P-1374
- 2. SOLICITATION NUMBER: 475630-94-A-Z161
- 3. REQUEST NUMBER : 94-01653
- 4. SOC/EC: 1
- 5. COMMOITY: B119C

6. a. ISSUED BY: ACO CODE: 300  
 PURCHASING SERVICE CENTER  
 U S POSTAL SERVICE  
 225 N HUMPHREYS BLVD  
 MEMPHIS TN 38166-6260

b. FOR INFORMATION CALL:  
 Name: Red Walker  
 Title: Purchasing Specialist  
 Tel: [REDACTED]  
 (No Collect Calls)

7. a. OFFEROR/CONTRACTOR

100 Mall Blvd. Suite # 3  
 Brunswick, GA 31525-1100

b. Contact Name: [REDACTED]  
 c. Telephone No: [REDACTED]  
 d. TIN/SSN: [REDACTED] SEARS NATIONAL CONTRACT  
 e. Parent TIN:  
 TIN=Taxpayer Identification Number

f. Remittance Name and/or Address: (If different from above)

SAME

8. DELIVERY/PERFORMANCE REQUIREMENTS:

a. Administrative Post Office:  
 805 GLOCESTER STREET

b. COR Name: TOM FARMER  
 c. Telephone: [REDACTED]

BRUNSWICK GA 31520-9998

05/01/94

The contractor agrees to begin operations on ~~03/01/94~~ 05/01/94, ~~XXXXXX~~ in accordance with Attachment 1, Requirements - Contract award, whichever is later, in accordance with Attachment 1, Requirements - Contract Postal Unit.

9. ITEMS & PRICES/GENERAL DESCRIPTION OF REQUIREMENT:

The contractor agrees to operate a Contract Postal Unit subject to the representations, certifications, specifications, and contract clauses which follow or which are incorporated by reference.

10. ANNUAL RATE: (Completed by USPS)

\$ 20,000.00

11. SIGNATURE - OFFEROR/CONTRACTOR

U.S. POSTAL SERVICE

[REDACTED Signature]

[REDACTED Signature]

1/21/94  
 Date

04/11/94  
 Award Date

Deborah C. Shray  
 Typed or Printed Name of

Contracting Officer  
 Title

W. O. Walker  
 Name of Contracting Officer

Person Authorized to Sign Offer

Distribution: Original - File Copy - Contractor Copy - COR

PART 1 - SCHEDULE

SECTION A - ITEMS AND PRICES

A.1 CONTRACT POSTAL UNIT OPERATION (Clause OB-591) (June 1988)

The contractor agrees to operate a Contract Postal Unit (CPU) for the fixed annual price of \$ 20,000.

A.2 ACKNOWLEDGMENT OF AMENDMENTS (Clause OB-199) (August 1988)

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

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

SECTION B - SPECIFICATIONS/STATEMENT OF WORK

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B.1 GENERAL REQUIREMENTS (CONTRACT POSTAL UNIT)  
(Clause OB-592) (June 1988)

a. The contractor must operate the CPU and provide all services and equipment in compliance with all terms of this contract and as described in Attachment 1 to this solicitation, Requirements--Contract Postal Unit (CPU).

b. Day-to-day operations must be conducted according to the Domestic Mail Manual (DMM) to be provided by the Postal Service at the time of contract award.

c. The contractor is responsible for ensuring compliance by any CPU employees.

B.2 HOURS OF SERVICE/OPERATION (CONTRACT POSTAL UNIT)  
(Clause OB-593) (October 1989)

a. The CPU must be open to the public during the service hours shown in Attachment 1, Requirements--Contract Postal Unit (CPU).

b. The CPU will be operated during the operating hours shown in Attachment 1, Requirements--Contract Postal Unit (CPU). Operating time outside of service hours is for performing administrative duties (opening/closing, preparing reports, etc.) and, if applicable, sorting mail into post office boxes.

c. No minimum rate contractor (see Clause OB-589, Definitions, in Section G) may exceed the operating hours shown in the attached Contract Postal Unit Requirements without prior authorization from the Postal Service.

B.3 LOCATION (CONTRACT POSTAL UNIT) (Clause OB-594) (June 1988)

The CPU must not be located in, or directly connected to, a room where intoxicating beverages are sold for consumption on the premises.

B.4 SECURITY (CONTRACT POSTAL UNIT) (Clause OB-595) (June 1988)

When the CPU is closed or unattended, all monies and postage supplies--including blank money orders--must be locked in a safe with a combination lock which requires at least three complete turns of the dial to open. Envelopes and postal cards may be kept in any suitable locked cabinet.

B.5 EMPLOYEES (CONTRACT POSTAL UNIT) (Clause OB-599) (June 1988)

a. Neither the contractor nor any employee of the contractor may be a Postal Service employee or a member of a Postal Service employee's immediate family.

b. All contractor employees must project a favorable image of the Postal Service at all times.

B.6 NONPOSTAL TRANSACTIONS (CONTRACT POSTAL UNIT)  
(Clause OB-596) (June 1988)

The contractor may sell nonpostal money orders, travelers checks, etc., and may handle shipments for nonpostal delivery services. However, these sales and transactions must be in an area clearly separate and distinct from the area assigned to the CPU. Postal funds must be kept separate from all other funds.

B.7 MONTHLY REPORTS--MINIMUM RATE CONTRACTORS (CONTRACT POSTAL  
UNIT) (Clause OB-598) (June 1988)

Minimum rate contractors must submit a Monthly Report of Operations to the contracting officer's representative (COR) for approval, no later than two working days after the end of each calendar month. The reports will be checked by the COR to ensure that the hours of operation specified in the contract are not being exceeded.

SECTION C - DELIVERY/PERFORMANCE

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C.1 CONTRACT DURATION AND TERMINATION (CONTRACT POSTAL UNIT)  
(Clause OB-490) (June 1988)

a. Duration. The contract will be for an indefinite term, subject to the rights of termination specified in b below.

b. Termination. This contract may be terminated by either the Postal Service contracting officer or the contractor upon 60 days' written notice. The contracting officer may terminate the contract upon one day's written notice if necessary to protect the Postal Service's interest.

C.2 HOURS (CONTRACT POSTAL UNIT) (Clause OB-588) (June 1988)

Hours of service and hours of operation must be as specified in Attachment 1, Requirements--Contract Postal Unit.

SECTION D - PACKAGING AND MARKING

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[For this document, there is no text in this section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK (CONTRACT POSTAL UNIT)  
(Clause OB-494) (June 1988)

The contracting officer's representative (COR) will periodically inspect the contractor's performance to make sure that it is in accordance with the contract. The COR will immediately notify the contracting officer if the work is unsatisfactory. If the contractor continues to perform unsatisfactorily, the contracting officer will notify the contractor in writing to correct the deficiencies; if uncorrected, the Postal Service may terminate the contract.

E.2 CONTRACTING OFFICER'S REPRESENTATIVE  
(Clause OB-547) (June 1988)

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

SECTION F - PAYMENT AND FUNDINGF.1 TAXES (CONTRACT POSTAL UNIT) (Clause OB-489)  
(June 1988)

The Postal Service will not withhold any Social Security, Federal, State, or local taxes, as the contractor is not a Postal Service employee. The Postal Service bears no responsibility for making the contractors required payments of these taxes.

F.2 PAYMENT (CONTRACT POSTAL UNIT) (Clause OB-587)  
(January 1988)

Payment is made automatically, in arrears, by the St. Louis Postal Data Center in 12 equal monthly installments. Seasonal contracts will be paid, in arrears, at the end of each month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within 30 days after the end of the performance period.



SECTION G - SPECIAL CLAUSES

G.1 CONTRACT TYPE (Clause B-3) (February 1991)

This is a Firm Fixed Price contract.

G.2 ORDER OF PRECEDENCE (Clause B-29) (February 1991)

Any inconsistency in the provisions of this solicitation, the contract awarded under this solicitation, or a contract awarded without the issuance of a written solicitation will be resolved by giving precedence in the following order:

- a. The Schedule.
- b. The solicitation provisions and instructions.
- c. Special clauses and general clauses.
- d. Provisions contained in attachments or incorporated by reference.

G.3 REQUEST FOR PRICE ADJUSTMENT (CONTRACT PDSTAL UNIT)  
(Clause OB-491) (June 1988)

a. The contractor may request an increase in the contract's annual price after the contractor has had the contract for at least two full years or has operated the CPU for two years since the last price increase. The contractor must submit a written request that provides adequate explanation and documentation to justify the proposed increase based on one or both of the following reasons:

1. Direct cost increases for rent, utilities, taxes, and labor. (If the CPU is operated in conjunction with another business, the increased costs must be prorated; only those required to support the CPU may be considered.)

2. Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased transactions, or other improvements (must be specific).

b. The contractor must submit the request to the contracting officer's representative, who will forward it to the contracting officer.

c. The contracting officer may accept the request, deny the request, or negotiate with the contractor to reach agreement on a new annual price. If the request is accepted or agreement is reached on another amount, the contractor must waive its right to terminate for one year, beginning from the effective date of the new price. If the request is denied or no agreement is reached, the contractor may continue at the same annual price or the contract may be terminated by either party in accordance with the Contract Duration and Termination clause.

G.4 MINIMUM RATE (CONTRACT POSTAL UNIT) (Clause OB-492)  
(June 1988)

It is Postal Service policy that minimum rate contractors receive no less than the Federal minimum wage for work performed. The annual price proposed by a minimum rate offeror must, when divided by the annual operating hours, provide the contractor at least the prevailing minimum wage. If it does not, the offer may be rejected.

G.5 EMPLOYEES (CONTRACT POSTAL UNIT)  
(Clause OB-493) (June 1988)

The contracting officer may require removal of an employee from the CPU operation if, in the opinion of the contracting officer, the employee cannot do the work or fails to comply with applicable standards of conduct.

G.6 NOTICE TO THE CONTRACTING OFFICER (CONTRACT POSTAL UNIT)  
(Clause OB-496) (June 1988)

a. The contractor must notify the contracting officer, in writing, of the occurrence of any of the following, within the time frames shown below:

1. Within five days after the owner of the leased building in which the CPU is located cancels the lease or decides not to renew it.

2. At least five days before the contractor closes or sells a business it operates in conjunction with the CPU.

3. Within five days after notice is given that the CPU's services are no longer required at a military installation, college, or Federal building.

b. In 1 above, the contracting officer may terminate the contract if the contractor cannot relocate in a location that serves the needs of the Postal Service. In 2 above, if the contractor decides to close the business and the CPU, the contract will be terminated; if the contractor sells the business and the CPU operation, the Postal Service may recognize the new owner through an assignment of the contract pursuant to the Transfer of Contract clause; if the contractor decides to sell the business but not the CPU, the contractor may continue CPU operations if the contractor can maintain control of the same space and obtain a new contract postal unit bond, and if the contracting officer determines that continued operation is in the best interest of the Postal Service. In 3 above, the contracting officer may terminate the contract or may modify it to allow a move of the CPU.

G.7 TRANSFER OF CONTRACT (CONTRACT POSTAL UNIT)  
(Clause OB-497) (June 1988)

a. The contractor may not transfer (assign to another party) this contract, any interest in it, or any claims based on it--except under the circumstances described in b below. If the contractor does so, the Postal Service may, at any time after notifying the contractor in writing, terminate the contract and use any other rights and remedies it has by law.

b. Exceptions:

## G.7 (Continued)

1. The Postal Service may recognize a transfer as valid if all of the contractor's assets, or all those involved in fulfilling the contract, are transferred.

2. Payments owed the contractor may be transferred to a bank, trust company, or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).

c. For any transfer to be valid, the contractor must give the Postal Service written notice with the transfer paper attached and obtain the contracting officer's approval in writing. Copies of the notice and attachments must be filed with--

1. The contracting officer;
2. The surety or sureties on any contract postal unit bond; and
3. The Postal Service office, if any, that has been designated to make payment.

G.8 CONTRACT POSTAL UNIT BOND NOTIFICATION  
(CLAUSE OB-498) (June 1988)

The contractor must notify the contracting officer within five days if the contractor's surety cancels its contract postal unit bond or if the contractor changes sureties. Failure to notify the contracting officer may be cause for termination of the contract.

G.9 DEFINITIONS (CONTRACT POSTAL UNIT) (Clause OB-589)  
(January 1989)

a. "Contract postal unit" (CPU) means a contractor-owned and operated facility, under contract to the Postal Service and under the jurisdiction of an administrative post office, that provides selected postal services to the public.

b. "Contract station" (CS) means a unit located within the corporate limits of the city, town, or village served by the administrative post office.

c. "Contract branch" (CB) means a unit located outside the corporate limits of the city, town, or village served by the administrative post office.

d. "Community post office" (CPO) means a unit, usually located in a small rural community, that provides service because a Postal Service facility has been discontinued or otherwise deemed impractical. CPO's generally use the same name as the community.

e. "Minimum rate contractor" means an individual who (1) is self-employed, (2) operates the CPU personally more than 50 percent of the time, and (3) conducts no other primary business at the CPU location. The primary business is that which generates the greatest revenue for the contractor.

f. "Non-minimum rate contractor" means a contractor who does not meet the

G.9 (Continued)

criteria outlined in e above.

g. "Public service contract" means a contract based on a proposal to operate a contract postal unit for community convenience or business reasons.

PART 2 - CLAUSES AND ATTACHMENTS

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SECTION H - GENERAL CLAUSES

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H.1 CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference as if set forth in full text. The full text versions of these clauses are available upon request. Procurement Manual (USPS Publication 41) references are shown in parentheses.

CLAUSE NUMBER	DATE	TITLE
B-1	June 1988	DEFINITIONS (PM B.2.1)
B-2	October 1987	CHANGES (PM B.2.1)
B-9	June 1988	CLAIMS AND DISPUTES (PM B.2.1)
B-14	October 1987	EXAMINATION OF RECORDS (PM B.2.1)
B-25	June 1988	ADVERTISING OF CONTRACT AWARDS (PM B.2.1)
B-26	October 1987	PROTECTION OF POSTAL SERVICE BUILDINGS EQUIPMENT, AND VEGETATION (PM B.2.1)
1-4	October 1987	OFFICIALS NOT TO BENEFIT (PM 1.7.6)
1-5	April 1993	GRATUITIES OR GIFTS (PM 1.7.8)
6-1	January 1991	BANKRUPTCY (PM 6.2.7)
10-3	October 1987	CONVICT LABOR (PM 10.2.2)
10-9	October 1987	EQUAL OPPORTUNITY (PM 10.2.7)
10-15	October 1987	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (PM 10.2.11)
10-16	October 1987	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (PM 10.2.12)

H.2 POSTAL SERVICE PROPERTY--SHORT FORM (Clause 2-12)  
(October 1987)

a. The Postal Service will deliver to the contractor, at the time and locations stated in the contract, the Postal Service property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered timely to the contractor, the contracting officer must equitably adjust affected provisions of this contract in accordance with the Changes clause when -

1. The contractor submits a timely written request for an equitable adjustment; and

2. The facts warrant an equitable adjustment.

b. Title to Postal Service property remains in the Postal Service. The contractor may use the Postal Service property only in connection with this contract. The contractor must maintain adequate property control records in accordance with sound industrial practice and must make them available for Postal Service inspection at all reasonable times.

## H.2 (Continued)

c. Upon delivery of Postal Service property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except -

1. For reasonable wear and tear;
2. To the extent property is consumed in performing the contract; or
3. As otherwise provided in the contract.

d. Upon completing this contract, the contractor must follow the contracting officer's instructions regarding the disposition of all Postal Service property not consumed in performing this contract or previously delivered to the Postal Service. The contractor must prepare for shipment, deliver f.o.b. origin, or dispose of the Postal Service property, as directed or authorized by the contracting officer. The net proceeds of any such disposal will be credited to the contract price or will be paid to the Postal Service as directed by the contracting officer.

## H.3 CONFLICT OF INTEREST (Clause 8-2) (October 1987)

a. In addition to the obligations embodied in the contractor's code of ethics, the contractor specifically agrees that there is no conflict of interest arising from the services to be provided under this agreement. The contractor further agrees that no employee, principal, or affiliate is in any such conflict.

b. The contractor will immediately notify the contracting officer whenever any non-Postal Service client requests or receives any professional advice, representation, or assistance regarding the Postal Service, whether or not related to the services provided under this agreement.

c. The Postal Service reserves the right to refuse to allow the contractor to undertake any conflicting agreements with non-Postal Service clients, or to terminate this agreement without cost to the Postal Service if the contracting officer determines that a conflict of interest exists.

H.4 ASSIGNMENT OF CLAIMS (SHORT FORM) (Clause OB-132)  
(June 1988)

If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due thereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency. Except as herein provided, assignment of this contract or any interest therein will be grounds for annulment of this contract at the option of the Postal Service.

H.5 ADDITIONAL BOND SECURITY (CONTRACT POSTAL UNITS)  
(Clause OB-404) (March 1989)

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Postal Service or fails to furnish reports on its financial condition as requested by the contracting officer, or if the value of Postal funds and accountable paper increases to the point where the security furnished becomes inadequate in the contracting officer's opinion, the contractor must promptly furnish additional security as required to protect the interests of the Postal Service.

H.6 DEPOSIT OF ASSETS INSTEAD OF CONTRACT POSTAL UNIT  
BOND (Clause OB-478) (February 1989)

a. If the contractor has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, currency, or drafts, the contracting officer will hold the assets in an account for the contractor's benefit.

b. Upon contract completion, the contractor's funds will be returned as soon as possible, unless the contracting officer determines that part or all of the account is required to compensate the Postal Service for costs it incurs as a result of the contractor's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the Postal Service.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE 1 OF 2
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE See Block 18C	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)
6 ISSUED BY Linda C. Cooper Alternate Access/CPAC/CFU Customer Products & Fulfillment CMC United States Postal Service 3300 South Parker Road, Suite 400 Aurora CO 80014-3500	CODE 2DCPAC	7 ADMINISTERED BY (if other than Item 6) Alternate Access/CPAC/CFU Customer Products & Fulfillment CMC United States Postal Service 3300 South Parker Road, Suite 400 Aurora CO 80014-3500	CODE 2DCPAC
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) SEARS ROEBUCK CO ATTN [REDACTED] STORE 2066 100 MALL BLVD STE 300 BRUNSWICK GA 31525		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO <input type="checkbox"/> 9B DATED (SEE ITEM 17) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO 2DCPAC-13-B-0966 <input type="checkbox"/> 10B DATED (SEE ITEM 13) 08/30/2013	
SUPPLIER CODE [REDACTED]	FACILITY CODE		

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 8 and 15, 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 the 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)

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 data, etc.) SET FORTH IN ITEM 14.
<input 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.
<input checked="" 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. UPDATE TO'S AND CHANGE CONTRACT NUMBER

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

THIS MODIFICATION IS ISSUED TO UPDATE/CHANGE THE FOLLOWING:

1. TO UPDATE THIS CONTRACT 475630-94-P-1374 WITH A NEW CONTRACT 2DCPAC-13-B-0966.
2. UPDATE THE TERMS AND CONDITIONS OF YOUR CONTRACT TO INCLUDE CHANGES TO THE FOLLOWING:
  - a. TERMINATION CLAUSE, UPDATED TO 120 DAYS' NOTICE
  - b. PROHIBITED TRANSACTIONS CLAUSE, UPDATED
  - c. DELETE MINIMUM RATE CLAUSE, IN ACCORDANCE WITH NEW USPS POLICY
3. UPDATE THE HOURS OF OPERATION ON ATTACHMENT 1 SECTION 3-HOURS AS FOLLOWS:
  - . MONDAY - FRIDAY 10:00AM-4:00PM
  - . SATURDAY 10:00AM-1:00PM
  - . SUNDAY AND HOLIDAYS - CLOSED

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan Norman SEM	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda C. Cooper
15B. DATE SIGNED [REDACTED]	16B. DATE SIGNED 12/14/13
(Signature of person authorized to sign)	(Signature of Contracting Officer)



CONTINUATION SHEET

REQUISITION NO

PAGE 2 OF 2

CONTRACT/ORDER NO  
ZDCBAC-13-B-0966

AWARD/  
EFFECTIVE DATE  
See Block 10C

MASTER/AGENCY CONTRACT NO

SOLICITATION NO

SOLICITATION  
ISSUE DATE

ITEM NO	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>1. TO UPDATE THE CONTRACTING OFFICE AND BUYER NAMES. YOUR CONTRACTING OFFICE AND/OR BUYER IS CHANGED TO:</p> <p>LINDA C. COOPER - [REDACTED] 1401 C. PARKER RD., STE. 400 AURORA, CO 80014-3109</p> <p>USPS AGREES TO ALLOW THE FOLLOWING SERVICES, PROHIBITED UNDER CURRENT USPS POLICY, TO REMAIN IN YOUR CONTRACT IN EXCHANGE FOR DELETION OF THE MINIMUM RATE CLAUSE.</p> <p>SALE OF POSTAL MONEY ORDERS</p> <p>SUPPLIER HEREBY ABSOLUTELY AND IRREVOCABLY WAIVES, RELEASES, RELINQUISHES, AND DISCHARGES EXCEPT THE POSTAL SERVICE AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL, KNOWN OR UNKNOWN, CLAIMS, SUITS, DAMAGES, COSTS, FEES OF EXPENSES (INCLUDING ALL TYPES OF ATTORNEY'S COSTS, FEES AND EXPENSES), ACTIONS, OR MANNER OF ACTIONS WHICH SUPPLIER EVER HAD, NOW HAS, OR HEREAFTER MAY HAVE AGAINST THE POSTAL SERVICE, AND ITS AGENTS, OFFICERS, AND EMPLOYEES WHETHER THE SAME BE IN ADMINISTRATIVE PROCEEDINGS, IN ARBITRATION, IN LAW, AT EQUITY, OR MIXED, THAT RELATE TO, ARISE OUT OF, OR INVOLVE CONTRACT NO. 475630-94-P-1374, OR TERMS AND CONDITIONS CHANGED BY CONTRACT NO. ZDCBAC-13-B-0966.</p> <p>THESE CHANGES SHALL BECOME EFFECTIVE IMMEDIATELY UPON ACCEPTANCE.</p> <p>Job Rept Req's: N Payment Terms: NET30 Discount Terms: See Schedule</p> <p>Accounting Info: RFN: [REDACTED] FON: Destination Period of Performance: 04/30/1994 to 12/31/9999</p>				

**PART 1 - CONTRACT POSTAL UNIT SCHEDULE**

**1.1 CONTRACT POSTAL UNIT OPERATION**

The Postal Service agrees to operate a Contract Postal Unit (CPU) in a facility operated by a supplier, at a supplier-owned or leased site, under contract to the Postal Service to provide specified Postal Services and supplies to the public, the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this individual's authority will be provided to the supplier upon award. The contract will be for an indefinite term, subject to the rights of termination specified herein. The supplier must provide the services listed in Attachment 1, Requirements. The property required for the operation of this CPU is detailed in Attachment 1.

The supplier agrees to operate a Contract Postal Unit (CPU) under the terms and conditions established herein for the fixed annual fee of \$8,000.00 (Supplier insert offer in the space provided).

**NAICS SELF-CERTIFICATION**

The offeror's self-certification, NAICS code ██████████ **ALL OTHER MISC STORE REVENUES** is applicable to this solicitation (for more information, visit [www.dhs.gov](http://www.dhs.gov)).

**1.2 ACKNOWLEDGMENT OF AMENDMENTS**

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

Amendment Number	Date	Amendment Number	Date

**PART 2 - SOLICITATION PROVISIONS**

**1.1 PROVISION 4-F STANDARD SOLICITATION PROVISIONS**

- 1. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation.
  - 1.1. Contain the following:
    - 1.1.1. Item 1, name of individual or company name, day, mailing address, city, state, zip and contact name.
    - 1.1.2. Page 1, Item 11, physical address of CPU, telephone number, fax number and e-mail address.
 

\*\*\*\*\* DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS \*\*\*\*\*
    - 1.1.3. Page 1, Item 12, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier's tax registration number as set on the U.S. Treasury Form 941, *Employer's Quarterly Federal Tax Return*.
    - 1.1.4. Page 1, Item 13, Mailing company's TIN (if applicable).
    - 1.1.5. Page 1, Item 16, Signature of Person Authorized to Sign, and Item 16.a, Printed Name and Title of Person Authorized to Sign.
    - 1.1.6. Provide any other information requested by Part 2 - Solicitation Provisions of this solicitation.
  - 1.1.7. Provide all the information requested by Attachment 2 - Contract Postal Unit - Supplier Business Proposal and Information and insert percentage offer in Attachment 3, Compensation.
- 1.2. **Business Disagreements.** Business disagreements may be lodged with the Supplier Ombudsman if the supplier and the contracting office have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at [www.gpo.gov/eoc/eft/](http://www.gpo.gov/eoc/eft/)). The Supplier Ombudsman will consider the disagreement only if it is lodged in accordance with the procedures and procedures described in 39 CFR Section 601. The Supplier Ombudsman's decisions are available for review at [www.gpo.gov/eoc/eft/](http://www.gpo.gov/eoc/eft/).
- 1.3. **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.
- 1.4. **Type of Contract.** The Postal Service plans to award a **Firm-fixed price** contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.
- 1.5. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussion with offerors. Therefore, each offeror's 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, except other than the lowest offer, and waive informalities and minor irregularities in the offer event. The Postal Service reserves the right to award multiple firm-fixed or performance-based price contracts under this solicitation.

- Incorporation by Reference.** Whenever 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://ghs01.usps.gov/procurement/procurement.asp?cmd=app%20728>. If checked, the following provision is incorporated in this solicitation by reference:

- Provision 4-1, Notice of Small, Minority, and Woman-owned Business (Subcontracting Requirements) (March 2010)

**2.2 PROVISION 4-2 EVALUATION**

- 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. Supplier-specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate, to the Postal Service's satisfaction, how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors) shown combined, are considered to be  **more important**,  **less important**, or  **as important as price**. The following performance evaluation factors will be used in the evaluation of offers:

**(1) Supplier-Specific Factors – Pass or Fail Basis (See Attachment 2)**

- (a) Past performance
- (b) Capability

**(2) Proposal-Specific Factors (See Attachment 2)**

- (a) Characteristics of the Supplier's Retail Facility
  - (i) Location
  - (ii) Current Business Volume
  - (iii) Physical Characteristics (including accessibility to the handicapped)
  - (iv) Parking and Public Transportation (including handicapped parking)
- (b) Characteristics of the Proposed CPU Facility within the Supplier's Retail Facility
  - (i) Staffing

- b. **Notice of Award.** The Postal Service may accept an offer or part of an offer, whether or not there are discussions after it receipt, before an offer's specific 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.

**2.3 PROVISION 4.3 REPRESENTATIONS AND CERTIFICATIONS (NOVEMBER 2012)**

- A. **Type of business organization.** The Offeror, by checking the applicable blocks, represents that it is organized as:

- a corporation, incorporated under the laws of the state of           , a country of           ,            (incorporated in            country other than the United States of America)
- an LLC or LLP
- a partnership
- a joint venture
- a limited liability corporation
- a nonprofit organization, or
- an educational institution, and

B. **Check block(s) that apply:**

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

- a. A small business concern, for the purposes of Postal Service purchasing means a business, including an affiliate that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121) (primarily for different size standards for atomic, nuclear, and construction).

companies) or subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

- b. *Minority Business.* A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians; Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Laotianese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
- c. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- d. *Educational or Other Nonprofit Organization.* Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

4. To 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.)

3. *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: XXXXXXXXXX
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 offeror 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: \_\_\_\_\_

4. *Certification of Independent Price Determination*

1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
  - a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

2. Each person signing this proposal certifies that
  - a. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein, and that he or she has not participated, and will not participate, in any action contrary to paragraph a above, or
  - b. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered, but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify, and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

13) *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 in 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, restaurant 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 Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

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

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals,
  - a. Are \_\_\_ are not \_\_\_ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
  - b. Have \_\_\_ have not \_\_\_ within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - c. Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
  - d. Have \_\_\_ have not \_\_\_ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in 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, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
  - e. Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
2. The offeror has \_\_\_ has not \_\_\_ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principal," 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 1.1 and 1.2 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.

**Incorporation by Reference.** Whenever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated item is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated items may be found at <http://about.usps.gov/irregulars/pm/oc/cocm.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 6-1 Equal Opportunity Affirmative Action Program
4. Provision 6-2 Preaward Equal Opportunity Compliance Review
5. Provision 6-3 Notice of Requirements for Equal Opportunity Affirmative Action

**2.4 DEPOSIT OF ASSETS REQUIREMENTS (March 2006)**

- a. Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the Postal Service in an amount set forth in Attachment 1.
- b. When assets are deposited, the offeror must enclose the Postal Service bond form made a part of this solicitation. Failure to deposit assets acceptable to the Postal Service may be cause for termination of the contract for default.

**2.5 BOND**

The supplier, within fifteen (15) days after notice of contract award, will be responsible for obtaining and maintaining a Contract Postal Unit bond in the amount specified in Attachment 1 - Requirements. The bond must be executed by a Surety Company approved by the U.S. Treasury Department (see Treasury Department Circular 570 at <http://www.finance.gov/c570/index.html>) and in the Contract Postal Unit Bond format in Attachment 3 of this solicitation. The supplier's failure to provide the contracting officer representative with a bond may result in the contract being terminated on notice.

**2.6 CERTIFICATION OF STATUTORY COMPLIANCE**

The supplier (check applicable box) certifies that the business location within which it proposes to operate the Contract Postal Unit (CPI)  is, or by the time service begins  will be, in compliance with all applicable Federal, state, and municipal laws, codes, and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service.

**PART 3 - CONTRACT CLAUSES**

**3.1 CLAUSE 4-1 GENERAL TERMS AND CONDITIONS**

**Assignment.** If this contract provides for payments aggregating \$10,000 or more, claims for money 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 shall 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 Postal Service; (2) the office, if any, designated to make the payment; and the Postal Service has acknowledged the assignment in writing; (3) the surety or sureties upon any bond; and (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.

**Changes**

- a. The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract if the following:
  - (i) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
  - (ii) Statement of work or description of service;
  - (iii) Method of shipment or packing;
  - (iv) Places of delivery of supplies or performance of services;
  - (v) Delivery or performance schedule;
  - (vi) 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 Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.
- c. **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.
  - d. **Payment.** The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 C.F.R. 101-11.5. All payments will be made using Electronic Funds Transfer (EFT) to the supplier's servicing financial institution. Payment is made automatically, in arrears, by the St. Louis Accounting Service Center in twelve (12) equal monthly installments. Seasonal contracts will be paid in arrears, for each full month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within thirty (30) days after the end of the performance period.
  - e. **Taxes.** The Postal Service will net withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.
  - f. **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.
  - g. **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 Law; unique to the Postal Service Contracts paragraph of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) a agenda 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) other documents, exhibits, and attachments; and (8) the specifications.
  - h. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel 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 insure usability upon receipt.
  - 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/nr/psa/psa.html/spp9.html#pp90728>.

The following clauses are incorporated in this contract by reference:

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

### 3.2 CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (July 2009)

#### a. Incorporation by Reference

- (1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://about.usps.com/nr/psa/psa.html/spp9.html#pp90728>. The following clauses are incorporated in this contract by reference:
  - (1) Clause 1-5, *Circularization or Calls* (March 2006)
  - (2) Clause B-9, *Claims and Disputes* (March 2006)
  - (3) Clause B-25, *Assignment of Contract Deliveries* (March 2006)
  - (4) Clause 9-1, *Carrier Labels* (March 2006)
  - (5) Clause 9-5, *Carrier Hours, Hours, and Safety Standards for Carrier Standards* (March 2006)

- (7) If checked, the following additional clauses are also incorporated in this contract by reference:
  - (1) Clause 101, *Privacy Protection* (July 2007) (1.6.0)
  - (2) Clause 102, *Management Fees* (March 2006)
  - (3) Clause 104, *Procedures for Domestic Supplies* (March 2006)
  - (4) Clause 105, *Procedures for Domestic Supplies* (March 2006)
  - (5) Clause 106, *Performance from the Construction of Materials* (March 2006)
  - (6) Clause 107, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
  - (7) Clause 108, *Integration of Small, Minority, and Woman-owned Businesses* (March 2006)
  - (8) Clause 109, *Contract Work Hours and Safety Standards Act - Overtime Compensation* (March 2006)
  - (9) Clause 110, *Contract Work Hours and Safety Standards Act - Overtime Compensation* (March 2006)
  - (10) Clause 111, *Equal Opportunity* (March 2006)
  - (11) Clause 112, *Service Contract Act* (March 2006)
  - (12) Clause 113, *Service Contract Act - Short Form* (March 2006)
  - (13) Clause 114, *Contract Work Hours and Safety Standards Act - Price Adjustments* (February 2010)
  - (14) Clause 115, *Integration of Small, Minority, and Woman-owned Businesses* (March 2006)
  - (15) Clause 116, *Integration of Small, Minority, and Woman-owned Businesses* (March 2006)

**1. Examination of Records.**

- (1) Records "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such data 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, 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 required by this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data submitted, has the right to examine and audit all of the supplier's records, including computations and projections, relating to:
  - (a) The proposal for the contract, whether oral or modification;
  - (b) The efforts expended on the proposal, including those related to negotiation;
  - (c) Terms of the contract, subcontract, or modification; or
  - (d) Performance of the contract, subcontract, or modification.

Reports of the supplier, as 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 material, for the purposes of evaluation.

- (4) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports, and
- (5) The nature of the

availability of the records must maintain and make available at its office at all reasonable times the records, materials, and other

- (6) Items 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 clause in this contract. In addition, the items described in paragraphs (a) through (d) of this clause, if partially retained, the supplier must make available the records related to the work items maintained for three years after any resulting from termination settlements; and
- (7) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation to the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, negotiation or claims are finally resolved.
- (8) Payment Offsets. As required by 31 U.S.C. 1710, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1-800-534-3107.

**1.8. CLAUSE 2-12 POSTAL SERVICE PROPERTY - Short Form**

- (1) In order to use Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The Postal Service assumes no responsibility and liability for all Postal Service furnished property. USPS and supplier will be jointly and severally responsible for property maintenance as detailed in Part VI of Attachment 1-0-Requirements.
- (2) Upon the completion or sooner termination of this contract, the supplier must prepare for shipment, deliver to its origin, or dispose of the Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the contracting officer. The net proceeds of any disposal will be credited to the contract price or will be paid to the Postal Service as directed by the contracting officer.

**1.9. CLAUSE 0-1 CONTRACTING OFFICER'S REPRESENTATIVE (March 2006)**

The contracting officer will appoint a contracting officer's representative (COR) and his/her Administrative Office (HAO). The HAO will be responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier and other matters. The COR will oversee the HAO and his/her responsibilities. A copy of the notice of appointment and the COR's authority, along with a list of the HAO's responsibilities, will be furnished to the supplier upon award of contract.



### 3.5 CLAUSE 7-2 ADDITIONAL BOND SECURITY

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Postal Service or fails to furnish reports on its financial condition as requested by the contracting officer, or if the value of postal funds, the postage value available in the postage evidencing system (postage meter) and accountable paper increases to the point where the security furnished becomes inadequate in the contracting officer representative's opinion, the supplier must promptly furnish additional bond security as required to protect the interests of the Postal Service.

### 3.6 CLAUSE 7.3 DEPOSIT OF ASSETS INSTEAD OF SURETY BONDS (March 2006)

- a. If the supplier has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, currency or drafts, the contracting officer will hold the assets in an account for the supplier's benefit.
- b. Upon contract completion, the supplier's funds will be returned as soon as possible, unless the contracting officer determines that part or all of the account is required to compensate the Postal Service for costs it incurs as a result of the supplier's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the Postal Service.

### 3.7 APPEARANCE, LOCATION AND SECURITY

The Contract Postal Unit area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and signs will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The Contract Postal Unit must not be located in or directly connected to a room where intoxicating beverages are sold for consumption on the premises. When the Contract Postal Unit is closed or unattended, the round dater must be kept in a secure location *as well as* any other accessible postal equipment. *Mail received from the public must be kept in a location that is secure from tampering and is not accessible to anyone other than authorized CPU employees. Registered Mail items must be kept under lock and key until dispatched to a Postal Service employee authorized to collect Registered Mail.*

### 3.8 PROHIBITED TRANSACTIONS

The supplier may not, in the Contract Postal Unit or in any part of the supplier's premises in which it is located, offer directly or by subcontract, lease, or otherwise provide:

- a. Commercial mail receiving (private mailboxes) services;
- b. Third party delivery services, including serving as a drop-off or collection point for such services; or
- c. Any products or services, which the contracting officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to, or competitive with, those of the Postal Service.

### 3.8.1 EXCEPTIONS TO PROHIBITED TRANSACTIONS

Notwithstanding Section 3.8 above, suppliers whose original firm-fixed price contracts were entered into before 2001, shall be permitted to retain the following services at their Contract Postal Unit: The exceptions are noted here and on Attachment I, V - "Other Services". (Boxes checked on Attachment I, V - "Other Services" indicate services are permitted, per this "grandfather clause")

- a. Commercial mail receiving (private mailbox) services;
- b. Any products or services, which the contracting officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to or competitive with, those of the Postal Service.
- c. Other services permitted by original contract (the nature of these services must be explained by the original contract)

### 3.9 POSTAL FUNDS

All money received from the operation of the Contract Postal Unit are the property of the U.S. Postal Service, and not the property of the supplier. Funds received in the operation of the CPU shall be kept separate and apart from all other funds received by the supplier.

### 3.10 LIABILITY

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service moneys and property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omission of the supplier or its personnel.

### 3.11 TRAINING

Customer service, product knowledge and equipment training modules are required and will be provided to the supplier's personnel by the Postal Service. Prior to or within 30 days of beginning work, supplier personnel who will be providing Contract Postal Unit (CPU) services will receive forty (40) hours of training. The Postal Service will provide the supplier a training schedule no later than 75 days prior to the Operation Date (See Attachment I - Requirements). The supplier must notify the BAC within one business day whenever a person is returned to work in the CPU, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete eight (8) hours of training per year in each year subsequent to the year of their initial training. The supplier will be responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

### 3.12 ADVERTISING

Upon commencement of Contract Postal Unit operation, the Postal Service may provide initial advertising to market the Contract Postal Unit, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and

advertisements by the supplier. Any supplier-sponsored CPE advertising which incorporates the USPS logo must be furnished to the Postal Service for its review and written approval at least 30 days before its publication deadline. The USPS logo is a Postal Service trademark and is subject to trademark.

#### 3.13 NEW SERVICES, PRODUCTS AND TECHNOLOGY

In the event of this contract, the contracting officer may, in accordance with the *Changes* clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and if necessary the equipment or technology needed to provide the new service.

#### 3.14 CONTRACT POSTAL UNIT IDENTITY

1. The Contract Postal Unit shall be known as the UNITED STATES POST OFFICE CONTRACT UNIT.
2. Subject to the terms of this Agreement, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS -approved advertising in the manner specified by USPS.
3. The Postal Service, at its own expense, will provide all exterior and interior signage for the purpose of identifying the location of a Contract Postal Unit. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the CPU location. The signs must be maintained in good repair at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the contracting officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the contracting officer, and restoring the location to its original condition. Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name or name of business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office, in any other manner without the prior approval of the Postal Service.
4. The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service, United States Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and are used only in USPS trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks are the property of USPS and that they are being used under license from USPS, together with any other legends or markings that may be required by law. All uses of USPS Trademarks by the supplier are for the benefit of USPS.

#### 3.15 PERFORMANCE REVIEWS

1. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspects of contract performance will be discussed during these reviews.  
  
Any changes to this contract as a result of the performance review will be incorporated by a bilateral modification or a unilateral contract amendment between the HAO and the supplier.

#### 3.16 INSPECTION OF CONTRACT POSTAL UNIT

The Postal Service reserves the right, without prior notice, to conduct audit and customer survey and to review and inspect the supplier's performance and the quality of service in any time during the operating hours of the Contract Postal Unit. A written report will be submitted to the supplier for corrective action, if necessary.

#### 3.17 POSTAL RETAIL PRODUCT AND SERVICE PROMOTIONS AND COMPENSATION

During the contract term from time to time, on such schedule as it may establish, the Postal Service may direct the supplier to participate in promotion of one or more of the retail products and services listed in Attachment I, Parts IV and V. During any such promotion, the Postal Service will measure the supplier's performance (expressed in terms of total revenues or percentage of revenues) against the comparable revenues of other CPU suppliers within a designated geographic unit (such as a Postal Service District or Area) as established by the rules of the promotion. For participation in such promotion, supplier shall be entitled to receive such additional compensation as specified in the promotion's rules for its performance relative to that of the other participants in the promotion. The Postal Service will provide the supplier with all instructions, rules and support materials required for participation.

#### 3.18 CHANGES IN SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS

1. The supplier certifies that the supplier, by signing this proposal the supplier certifies that the supplier's lease authorizes the supplier to perform operations at the premises and that services to be performed under the contract do not violate the supplier's lease contract or any other agreement with the Postal Service, including the following, within the time frames shown below:
  - a. Within 30 days of any other notification from the owner of the leased building in which the Contract Postal Unit is located of the expiration or termination of the lease or act to renew the lease. The contracting officer may terminate the contract if the supplier does not obtain a new location that serves the needs of the Postal Service.
  - b. Within 30 days of any notification that the supplier closes, sells, or relocates a business it operates in conjunction with the Contract Postal Unit.

### 3.19 TRANSFER OF CONTRACT

- a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described in b. below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and any other rights and remedies it has by law.
- b. **Exceptions**
  - (1) The Postal Service may recognize a transfer as valid if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.
  - (2) Payments owed the supplier may be transferred to a bank, trust company, or other financial institution, including any Federal lending agency, if all appropriate parties are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties) who are involved in the financing.
- c. For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing. Copies of the notice and attachments must be filed with the Postal Service, the Contract Postal Unit and the Postal Service, if any that has been designated to make payment.

### 3.20 BOND NOTIFICATION

The supplier must notify the contracting officer's representative within five (5) days if the supplier's surety cancels its Contract Postal Unit bond with the supplier change of status.

### 3.21 REQUEST FOR PRICE ADJUSTMENT

- a. After the supplier has had the contract for at least two full years, and thereafter, two years, since the last price increase was effective, the supplier may request an increase in the contract's annual price. The written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either or both of the following reasons:
  - (1) Direct cost increases for rent, utilities, taxes and labor. (If the CPU is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the CPU will be considered.)
  - (2) Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased efficiencies, or other improvements (must be specific).
- b. The request must be submitted to the Post Administrative Office (HAO) for forwarding to the contracting officer.
- c. The contracting officer may accept the request, deny the request, or negotiate with the supplier to reach agreement on a new annual price. If the request is denied or no agreement is reached, the supplier may terminate at the same annual price or the contract may be terminated by either party in accordance with Termination of Statement of Work. If the request is accepted or an agreement is reached on another amount, the supplier must waive his right to terminate the contract in notice for one year beginning from the effective date of the new price.

### 3.22 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEE'S (CONTRACT POSTAL UNIT)

- a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child, child-in-law, and individual related to the employee by blood who are members of the employee's household. Postal Service employees and their immediate family may not be involved in the normal business operations of a Contract Postal Unit (CPU).

A Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member. "None of the other is a Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member the order will not be considered for award."
- b. Any supplier personnel assigned to the Contract Postal Unit must be professionally trained and wear name tags. All personnel must protect the professional image of the Postal Service at all times while operating the CPU.
- c. The contracting officer may require removal of an employee from the CPU operations if, in the opinion of the Postal Service the employee cannot do the work, or fails to comply with applicable standards of conduct.

### 3.23 TERMINATION ON NOTICE

This contract may be terminated by either party upon one hundred twenty (120) days' written notice. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the contracting officer may terminate the contract upon one day's written notice.

### 3.24 CLAUSE B-39: INDEMNIFICATION (SEARCH 2006)

The supplier must save harmless and indemnify the Postal Service and its officers, agents, representatives, and employees from all claims, losses, damage, actions, consequences, expenses, and/or liability resulting from, brought on, or on account of any person, firm, or property damage received or sustained by any person, persons or property proving out of, occurring, or attributable to any work performed on or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractors.

PART 4 - ATTACHMENTS

ATTACHMENT  
NO.

TITLE

NO. OF PAGES

REQUIREMENTS

2

**ATTACHMENT 1 - REQUIREMENTS**

**I. DESCRIPTION**

The Contract Postal Unit will report to the following:

**Postmaster**  
 Title  
BRUNSWICK MAIN OFFICE  
 Installation Name  
805 GLOUCESTER ST  
 Street Address  
BRUNSWICK, GA 31520-9998  
 City, State, ZIP+4  
(912) 280-1250  
 Telephone Number (include area code)

**TYPE OF CONTRACT POSTAL UNIT (CPU):**

This CPU  is a Community Post Office (CPO),  is not a Community Post Office.

**SPACE REQUIREMENTS:** Floor space must equal a minimum of 100 square feet.  
 Wall space must equal a minimum of N/A square feet.

**CONTRACT POSTAL UNIT BOND AMOUNT:** \$30,000.00. Any change to the above bond amount after contract award must be agreed to, in writing, by both the supplier and the HAO. Copies of the change will be maintained by the supplier, HAO, and the District Retail Office.

**AREA/LOCATION** (identify general boundaries and attach map)

General vicinity of North Golden Isles Parkway, Southeast to HWY 17 and Northwest to I-95.

**II. OPERATIONAL DATE:**

The Contract Postal Unit (CPU) contract term will commence upon receipt of the Contract Postal Unit bond and notification from the CPU Coordinator that the supplier training and signage requirements have been completed and accepted by the Postal Service. If the Contract postal unit is operated on a seasonal basis the opening date will be N/A and the closing date will be N/A each year of operation.

**III. SERVICE DAYS AND HOURS**

The CPU must be ready to be open to the public, Monday through Friday from 10:00 a.m. to 4:00 p.m., Saturday from 10:00 a.m. to 1:00 p.m., and Sunday from N/A a.m. to N/A p.m. If the retail business is open to the public on Holidays, the CPU must be open to the public too. Any change to these hours after contract award must be agreed to, in writing, by both the supplier and the Host Administrative Office (HAO). Copies of the change will be maintained by the supplier, HAO, and the District Retail Office.

**IV. SERVICES** - The supplier must provide the following services:

A. STAMPS & PRODUCTS	B. DOMESTIC MAIL	C. INTERNATIONAL MAIL	D. SPECIAL SERVICES
Stamps Stamped Envelopes Stamped Postal Cards	Express Mail Service Priority Mail Service First Class Mail Service Parcel Post	Express Mail International Priority Mail International First Class Mail International	Insured Mail Certified Mail Return Receipt Delivery Confirmation Svc Signature Confirmation Svc Registered Mail

**V. OTHER SERVICES** - The supplier must provide the services checked below.

<input type="checkbox"/> Commercial Mail Boxes (Private mailbox) services (enter existing number of boxes - not to exceed) _____
<input type="checkbox"/> Post Office Boxes -- Number: _____
<input type="checkbox"/> Competitive Services -- (Limited to what is listed here) _____
<input checked="" type="checkbox"/> Other (must be listed here and already existing) <u>Money Orders</u>

**VI. PROPERTY/EQUIPMENT/SUPPLIES:**

The indicated provider will furnish each item of property, equipment, and supplies necessary to operate this Contract Postal Unit. Neither party provides the item if "N/A" is checked.

ITEM	PROVIDED BY		INSTALLED BY		MAINTAINED BY		N/A
	USPS	SUPPLIER	USPS	SUPPLIER	USPS	SUPPLIER	
<b>EQUIPMENT</b>							
Cash Register	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mobile Delivery Confirmation Device (MDCD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Postage Meter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electronic Scale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Post Office Boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>FURNITURE</b>							
Counter(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Desk W/File Drawer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sack Rack(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SIGNS</b>							
Exterior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Interior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>SUPPLIES</b>							
Accountable Paper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USPS Forms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name Tags	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Office Supplies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>MISCELLANEOUS</b>							
Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone Instrument(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Data Line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>OTHER</b>							
Money Order Imprinter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parcel Locker							