

ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 22, 23 and 26				1. REQUISITION NO.		PAGE OF 1 2	
2. CONTRACT/ORDER NO. 1CWRLS-17-B-0003		3. AWARD/ EFFECTIVE DATE	4. MASTER/AGENCY CONTRACT NO.		5. SOLICITATION NO. 1C-16-A-0034		6. SOLICITATION ISSUE DATE 08/05/2016
7. For Solicitation Information Call	a. NAME Daniel H. Jackson, C.P.M.		b. TELEPHONE NO.		c. FAX NO.		8. OFFER DUE DATE/TIME
9. ISSUED BY Voice/Wireless/Call Center Telecom & IT Hardware CMC United States Postal Service PO Box 27496 Greensboro NC 27498-0001 EMAIL: [REDACTED]			CODE 1CWRLS	10. ACO CODE 1CWRLS	11. SOLICITATION METHOD <input type="checkbox"/> RFQ <input type="checkbox"/> RFP <input type="checkbox"/> ORAL	12. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED <input type="checkbox"/> SEE SCHEDULE	13. DISCOUNT TERMS See Schedule
14 SUPPLIER AT&T MOBILITY NAT'L ACCTS LLC Attn: [REDACTED] DBA: AT&T Mobility ATTN: 4C Contracts 7229 Parkway Drive Hanover MD 21076-0000 US TEL: [REDACTED] FAX: EMAIL: [REDACTED]			CODE [REDACTED]	15. BILLING ADDRESS INFO TECH VALUE Send to [REDACTED]			
16. REMITTANCE ADDRESS AT&T MOBILITY NAT'L ACCTS LLC Attn: [REDACTED] DBA ATT MOBILITY- 4C CONTRACTS ATTN [REDACTED] PO BOX 5085 CAROL STREAM IL 601975085 TEL: [REDACTED] FAX: EMAIL: [REDACTED]			CODE 00005	17. DELIVERY ADDRESS REPAIR PARTS BLDG 302 USPS 500 SW GARY ORMSBY DR TOPEKA KS 66624-9602 TELEPHONE NO: [REDACTED] DELIVER BY/END DATE: [REDACTED]			
			<input checked="" type="checkbox"/> CHECK <input type="checkbox"/> EFT				
18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	The purpose of this award is to allow the purchase of postal approved Trailer GPS devices per the AT&T proposal dated 11/15/2016 by the USPS as well as allowing Pass Through Pricing to USPS transportation partners (Trailer leasing companies and Highway Carrier Route (HCR) contractors) for the purpose of tracking trailers carrying US Mail. Sub Rept Req'd: N Payment Terms: NET30 Accounting Info: BFN: [REDACTED] Period of Performance: 12/29/2016 to 12/31/2021 Continued ...						
24. TOTAL AWARD AMOUNT (USPS Use Only)							\$0.00
25. <input checked="" type="checkbox"/> 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.				1	26. <input type="checkbox"/> Award of Contract: Your offer on Solicitation (block 5) is accepted as to items		
27a. SIGNATURE OF SUPPLIER Digitally signed by John Giarrusso Date: 2016.12.29 14:14:08 -05'00'				27c. DATE SIGNED December 29, 2016	28b. PRINTED NAME OF CONTRACTING OFFICER Gregory Martin		28c. DATE SIGNED 12/29/2016
27b. PRINTED NAME AND TITLE OF SUPPLIER John Giarrusso					28a. SIGNATURE OF CONTRACTING OFFICER		

CONTINUATION SHEET

REQUISITION NO.

PAGE OF
2 2

CONTRACT/ORDER NO.
1CWRLS-17-B-0003

AWARD/
EFFECTIVE DATE

MASTER/AGENCY CONTRACT NO.

SOLICITATION NO.
1C-16-A-0034

SOLICITATION
ISSUE DATE
08/05/2016

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	<p>GPS for Trailers Account Number: [REDACTED]</p> <p>FOB: Destination This is an Indefinite Delivery Indefinite Quantity (IDIQ) with Firm Fixed Price (FFP) delivery orders. Five year base award, with two, 1-year priced options.</p> <p>Minimum of 3600 devices will be purchased on this order.</p> <p>COR- John Serra [REDACTED]</p> <p>The total amount of award: \$0.00. The total amount for this award is shown in box 24.</p> <p>[Ex 3, 39 USC 410(c)(2); Ex 6]</p>				0.00

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

PART 1 - COVER SHEET AND SCHEDULE3
ACKNOWLEDGMENT OF AMENDMENTS3
INVOICE STATEMENT3
NAICS SELF-CERTIFICATION3
PRIVACY ACT STATEMENT4
PRIVACY ACT STATEMENT4
PART 2 - PROVISIONS5
PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007)5
PROVISION 4-2 EVALUATION (MARCH 2006)6
PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006).....7
PART 3 - CONTRACT CLAUSES11
CLAUSES INCORPORATED BY REFERENCE11
CLAUSE B-1 DEFINITIONS (MARCH 2006).....11
CLAUSE B-2 CLAUSE B-2 (RESERVED).....11
CLAUSE B-3 CONTRACT TYPE (MARCH 2006).....11
CLAUSE B-4 VARIATION IN QUANTITY (MARCH 2006).....11
CLAUSE B-9 CLAIMS AND DISPUTES (MARCH 2006)11
CLAUSE B-15 NOTICE OF DELAY (MARCH 2006)12
CLAUSE B-16 SUSPENSIONS AND DELAYS (MARCH 2006).....13
CLAUSE B-18 SUBCONTRACTS (MARCH 2006)13
CLAUSE B-20 INVOICES (MARCH 2006).....14
CLAUSE B-25 ADVERTISING OF CONTRACT AWARDS (MARCH 2006).....15
CLAUSE 1-1 PRIVACY PROTECTION (OCTOBER 2014).....15
CLAUSE 1-5 GRATUITIES OR GIFTS (MARCH 2006)16
CLAUSE 1-7 ORGANIZATIONAL CONFLICTS OF INTEREST (MARCH 2006)16
CLAUSE 1-11 PROHIBITION AGAINST CONTRACTING WITH FORMER OFFICERS OR PCES
EXECUTIVES (MARCH 2006)17
CLAUSE 1-12 USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)17
CLAUSE 2-7 INCORPORATION OF WARRANTY (MARCH 2006).....18
CLAUSE 2-9 DEFINITION OF DELIVERY TERMS AND SUPPLIER'S RESPONSIBILITIES (MARCH
2006).....18
CLAUSE 2-17 OPTION FOR INCREASED QUANTITY (MARCH 2006)20
CLAUSE 2-18 OPTION ITEM (MARCH 2006).....20
CLAUSE 2-20 OPTION TO RENEW (WITH PRELIMINARY NOTICE) (MARCH 2006)20
CLAUSE 2-26 PAYMENT - FIXED PRICE (MARCH 2006).....20
CLAUSE 3-1 SMALL, MINORITY, AND WOMAN-OWNED BUSINESS SUBCONTRACTING
REQUIREMENTS (MARCH 2006)21
CLAUSE 3-2 PARTICIPATION OF SMALL, MINORITY, AND WOMAN-OWNED BUSINESSES
(MARCH 2006))22
CLAUSE 4-1 GENERAL TERMS AND CONDITIONS (JULY 2007)22
CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES,
STATUTES OR EXECUTIVE ORDERS (JULY 2009)27
CLAUSE 4-17 TECHNOLOGY ENHANCEMENT (MARCH 2006).....28
CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (MARCH 2006)29
CLAUSE 8-6 RIGHTS IN TECHNICAL DATA (March 2006) Modified.....31
CLAUSE 8-9: RIGHTS IN COMPUTER SOFTWARE (March 2006) Modified.....33
CLAUSE 8-17 DELIVERY OF LIMITED RIGHTS AND RESTRICTED COMPUTER SOFTWARE
(MARCH 2006).....38
CLAUSE 9-1 CONVICT LABOR (MARCH 2006).....38
CLAUSE 9-7 EQUAL OPPORTUNITY (MARCH 2006).....38
CLAUSE 9-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (MARCH 2006)39
CLAUSE 9-14 AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FEBRUARY 2010)40

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE 4-19 INFORMATION SECURITY REQUIREMENTS RESOURCE (CISO MODIFIED AUGUST 2016).....42
CLAUSE 2-57 PASS THROUGH PRICING CLAUSE FOR PURCHASES BY US POSTAL SUPPLIERS...46
PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS.....43
LISTING43

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

PART 1 - COVER SHEET AND SCHEDULE

ACKNOWLEDGMENT OF AMENDMENTS

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

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

REMITTANCE ADDRESS

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

INVOICE STATEMENT

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

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

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code , , is applicable to this solicitation/award (for more information visit www.sba.gov).

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

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.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

PART 2 - PROVISIONS

PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007)

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

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

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

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

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

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

f. Type of Contract. The Postal Service plans to award an Indefinite Delivery Indefinite Quantity (IDIQ) with Firm Fixed Pricing (Minimum quantity 3,600 units; Maximum quantity 55,000 units, ordered through Delivery Orders) contract under this solicitation and all proposals must be submitted on this basis. Alternate proposals based on other contract types will will not be considered.

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

the lowest offer, and waive informalities and minor irregularities in offers received.

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

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

PROVISION 4-2 EVALUATION (MARCH 2006)

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

1. Technical and Functional Capabilities

Functional Approach to Statement of Work

In response to this evaluation sub-factor, the supplier shall demonstrate capabilities and features that meet or exceed the requirements in the Statement of Work. For each task area identified the supplier shall demonstrate their understanding of the overall requirements of the solicitation, as well as their functional capability and approach to accomplishing the work. The supplier shall provide a clear, concise and complete explanation of how they propose to accomplish all the requirements specified.

Technical Approach to Statement of Work

In response to this evaluation sub-factor, the supplier shall demonstrate capabilities and features that meet or exceed the requirements in the Statement of Work. For each task area identified in the Statement of Work the supplier shall demonstrate their understanding of the overall requirements of the solicitation, as well as their technical capability and approach to accomplishing the work. The supplier shall provide a clear, concise and complete explanation of how they propose to accomplish all the requirements specified.

2. Manufacturing Capability

In response to this factor, the supplier shall describe in detail the ability to manufacture acquire the product.

Will it be manufactured domestically or be sourced overseas? If sourced, provide all additional information regarding the company providing the product.

Provide a complete description of the manufacturing process as well as describe any unique if not proprietary processes that make your product superior to those in the industry.

Complete the provided Business Survey Attachment

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

3. Supplier Experience and Past Performance

In response to this evaluation factor, the supplier shall demonstrate the capability, applicability and relevancy of experience in providing solutions similar to the Trailer GPS requirements, maintenance and support services of similar scope and technology as defined in the USPS requirements.

The supplier shall provide USPS with no fewer than three (3) references addressing the suppliers relevant past performance and experience performing work of comparable scope, complexity and relevancy to the Statement of Work requirements.

The supplier shall provide the following reference information for past performance assessment for each contract and subcontract in the format described below:

1. Name of the customer or Government agency.
2. State product and version in use by the customer or Government Agency.
3. Status of supplier as prime contractor or subcontractor. If subcontractor, identify prime contractor, describe functional relationship to prime under the referenced contract; provide name, address, and telephone number of corporate representative(s) of prime who is familiar with contract in question.
4. Period of performance.
5. Role in the project.
6. Overall scope and complexity of the project, and the relevancy between the supplier's proposal and the referenced contract. Relevant projects are projects that required similar skills and services. The projects selected for description should represent the best examples of the supplier's performance experience.
7. Use of technology related to the requirements in the "Statement of Work".
8. Detailed description of the work performed.
9. Discussion of problems encountered and how those problems were resolved.
10. Describe any quality awards or certifications that indicate the supplier possesses a high quality process for providing the product of service required.
11. Ability to meet delivery schedule.

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

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

PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006)

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

(1) Operates as:

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

an individual;

a partnership;

a joint venture;

a limited liability company;

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

- a nonprofit organization; or
- an educational institution; and

(2) Is (check all that apply)

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

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

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

(5) 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.

(6) 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.

b. Parent Company and Taxpayer Identification Number

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

(2) Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations.

Offeror's TIN: _____

(3) Check this block if the offeror is owned or controlled by a parent company: _____

(4) If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____

Parent Company's Main Office: _____

Address: _____

No. and Street: _____

City: _____ State: _____ ZIP Code: _____

Parent Company's TIN: _____

(5) 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: _____

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

c. Certificate of Independent Price Determination

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

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

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

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

(2) Each person signing this proposal certifies that:

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

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

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

d. Certification of Nonsegregated Facilities

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

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

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

Notice: A certification of Nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

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

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

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

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

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

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

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

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

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

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

(5) A certification that any of the items in paragraph (a) 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 paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

f. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at

<http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm> if checked; the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)

(1) Provision 1-2: Domestic Source Certificate ; Supplies

(2) Provision 1-3: Domestic Source Certificate - Construction Materials

(3) Provision 9-1: Equal Opportunity Affirmative Action Program

(4) Provision 9-2: Preaward Equal Opportunity Compliance Review

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

PART 3 - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSE B-1 DEFINITIONS (MARCH 2006)

As used in this contract, the following terms have the following meanings:

- a. Contracting officer. The person executing this contract on behalf of the Postal Service, and any other officer or employee who is a properly designated contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.
- b. Subcontracts. Except as otherwise provided in the contract, the term includes purchase orders under this contract.

CLAUSE B-2 CLAUSE B-2 (RESERVED)

CLAUSE B-3 CONTRACT TYPE (MARCH 2006)

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract with Firm Fixed Unit Prices.

CLAUSE B-4 VARIATION IN QUANTITY (MARCH 2006)

- a. No variation in the quantity of any item called for by this contract will be accepted unless caused by conditions of loading, shipping, or packing, or allowances in the manufacturing process, and then only to any extent specified elsewhere in the contract.
- b. The supplier is responsible for delivering each item quantity within any allowable variations. If the supplier delivers, and the Postal Service receives, quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), these excess quantities will be treated as being delivered for the supplier's convenience.
- c. The Postal Service may retain excess quantities up to \$100 in value without compensating the supplier for them and the supplier waives all right, title, or interests in them. Quantities in excess of \$100 will, at the option of the Postal Service, either be returned at the supplier's expense or retained and paid for at the contract unit price.
- d. If this contract calls for deliveries at different times, this clause applies to each delivery rather than to the aggregate of all deliveries under the contract.

CLAUSE B-9 CLAIMS AND DISPUTES (MARCH 2006)

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) ("The Act" or "CDA").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

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

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

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

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

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

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

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

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

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

(1) The date the contracting officer receives the claim (properly certified, if required); or

(2) The date payment otherwise would be due, if that date is later, until the date of payment.

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

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

CLAUSE B-15 NOTICE OF DELAY (MARCH 2006)

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE B-16 SUSPENSIONS AND DELAYS (MARCH 2006)

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

(1) An order or act of the contracting officer in administering this contract; or

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

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

(1) For any costs incurred more than 20 days before the supplier has notified the contracting officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CLAUSE B-18 SUBCONTRACTS (MARCH 2006)

a. Subcontract, as used in this clause, includes, but is not limited to, purchase orders and changes and modifications to purchase orders. The supplier must notify the contracting officer reasonably in advance of entering into any subcontract if the supplier does not have a purchasing system approved by a federal government agency and if the subcontract:

(1) is to be a cost-reimbursement, time-and-materials, or labor-hour contract estimated to exceed \$25,000 including any fee;

(2) Is proposed to exceed \$100,000; or

(3) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that in the aggregate is expected to exceed \$100,000

b. The advance notification required by paragraph a above must include:

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the supplier's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data if required by other contract provisions; and

(6) A negotiation memorandum reflecting:

(a) The principal elements of the subcontract price negotiations;

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

- (b) The most significant consideration controlling establishment of initial or revised prices;
- (c) The reason cost of pricing data were or were not required;
- (d) The extent, if any, to which the supplier did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (e) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the supplier and subcontractor; and the effect of any such defective data on the total price negotiated;
- (f) The reasons for any significant differences between the supplier's price objective and the price negotiated; and
- (g) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for incentives, and a summary of all trade-off possibilities considered.

c. The supplier agrees to select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

d. The contracting officer may disapprove any subcontract in writing for which advance notification is required under paragraph a above.

e. Even if the supplier's purchasing system has been approved, the supplier must obtain the contracting officer's written consent before placing subcontracts that have been selected for special surveillance and so identified in the Schedule of the contract.

f. The lack of disapproval does not constitute a determination:

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the acceptability of any subcontract price or of any amount paid under any subcontract; or
- (3) To relieve the supplier of any responsibility for performing this contract.

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

CLAUSE B-20 INVOICES (MARCH 2006)

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

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

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

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

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE B-25 ADVERTISING OF CONTRACT AWARDS (MARCH 2006)

Except with the contracting officer's prior approval, the supplier agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

CLAUSE 1-1 PRIVACY PROTECTION (OCTOBER 2014)

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), the Postal Service regulations at 39 CFR Parts 266–267, and Handbook AS-353, Guide to Privacy, the Freedom of Information Act, and Records Management and Appendix, apply to those records. The supplier is considered to operate a system of records if it maintains records (including collecting, using, revising, deleting, 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 must comply with the Act and the Postal Service regulations and Handbook AS-353 in designing, developing, managing, 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. Information Pertaining to Individuals (“Personal Information”) — If the supplier has access to Postal Service information pertaining to individuals (e.g. 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 official Privacy Policy at <http://usps.com/privacypolicy>.

2. Use, Ownership, and Nondisclosure — the supplier may use Postal Service Personal Information solely for the 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 may not maintain, access, or store (including archival back-ups) any Personal Information data outside the United States. 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 Personal Information. Unless the contract states otherwise, upon completion of the contract the supplier must turn over all Postal Service Personal Information and any copies of the information, in any form the Personal Information or copies may exist, in its possession to the Postal Service. In addition, the supplier must certify that no Postal Service Personal Information and, if applicable, copies, have been retained unless otherwise authorized in writing by the contracting officer. If so required elsewhere in this contract, the information or copies must be destroyed by the supplier and the supplier must certify to the contracting officer that such destruction has taken place.

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 Personal 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 any actual or suspected breach of any nature in the security of Postal Service data, including Personal Information, the supplier must notify the contracting officer and the Postal

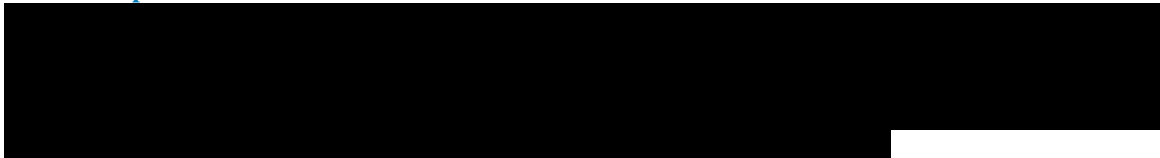
Solicitation 1C-16-A-0034

TERMS and CONDITIONS

Service's Chief Privacy Officer as soon as practicable but no later than 24 hours following the detection of a suspected or confirmed breach. 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 Personal Information (such as by subpoena), the supplier must immediately notify the contracting officer and follow the applicable requirements in 39 CFR, sections 265.11 and 265.12. 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.

AT&T Response:



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 set forth in the Official Postal Service Privacy Policy (see b.1, above). 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 any and all subcontractors.

CLAUSE 1-5 GRATUITIES OR GIFTS (MARCH 2006)

a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the supplier or the supplier's agent or other representative:

(1) Offered or gave a gratuity or gift (as defined in 5 CFR 2635) to an officer or employee of the Postal Service; and

(2) Intended by the gratuity or gift to obtain a contract or favorable treatment under a contract.

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

CLAUSE 1-7 ORGANIZATIONAL CONFLICTS OF INTEREST (MARCH 2006)

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

b. Restrictions on Contracting. The supplier agrees that during the term of this agreement, any extensions

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

thereto, and for a period of 2 years thereafter, neither the supplier nor its affiliates will perform any of the following:

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

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

d. Nondisclosure of Confidential Material

- (1) The supplier recognizes that, in performing this agreement, it may receive confidential information. To the extent that and for as long as the information is confidential, the supplier agrees to take the steps necessary to prevent its disclosure to any third party without the prior written consent of the contracting officer.
- (2) The supplier agrees to indoctrinate its personnel who will have access to confidential information as to the confidential nature of the information, and the relationship under which the supplier has possession of this information.
- (3) The supplier agrees to limit access to the confidential information obtained, generated, or derived, and to limit participation in the performance of orders under this agreement to those employees whose services are necessary for performing them.

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

CLAUSE 1-11 PROHIBITION AGAINST CONTRACTING WITH FORMER OFFICERS OR PCES EXECUTIVES (MARCH 2006)

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

CLAUSE 1-12 USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE 2-7 INCORPORATION OF WARRANTY (MARCH 2006)

The supplier's standard commercial warranty, as disclosed in the offeror's proposal, is incorporated as a part of this contract. However, any dispute concerning it will be resolved under the Claims and Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

CLAUSE 2-9 DEFINITION OF DELIVERY TERMS AND SUPPLIER'S RESPONSIBILITIES (MARCH 2006)

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

- (1) "F.o.b. destination" means delivery to the specified delivery point. Transportation costs are included in the contract price.
- (2) "F.o.b. destination, within the consignee's premises" means delivered free of expense to the Postal Service, within the doors of the specified building, including delivery to specific rooms when specified.
- (3) The supplier must:
 - (a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare shipments in accordance with carrier requirements;
 - (b) Prepare and distribute commercial bills of lading;
 - (c) Be responsible for loss or damage occurring before receipt at the specified point of delivery;
 - (d) Furnish a delivery schedule and designate mode of delivery;
 - (e) Bear all delivery costs to the specified point of delivery; and
 - (f) Deliver goods that meet the prescribed physical limitations of the current U.S. Postal Service Domestic Mail Manual, either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement.

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

- (1) "Delivered postal facility, door, platform, or private siding" means delivery free of expense to the Postal Service:
 - (a) To the door of Postal Service facilities having no platforms or private siding;
 - (b) On the platform at Postal Service facilities having platforms but no private siding; or
 - (c) On the private siding at Postal Service facilities having private siding.
- (2) In addition to fulfilling the requirements of the Responsibility for Supplies clause, the supplier must:
 - (a) Pack and mark shipments to protect the goods from normal transportation hazards, promote prompt delivery, and comply with packing and marking specifications of the contract;
 - (b) Unload material at the door or on the platform in the case of b.1(a) and (b) above, free of expense to the Postal Service;
 - (c) Properly prepare and distribute commercial bills of lading; and
 - (d) Be responsible for loss or damage occurring before delivery to the specified delivery point.

c. If the contract specifies "f.o.b. origin," the following apply:

- (1) "F.o.b. origin" means delivery on board the indicated type of conveyance of the carrier (or of the Postal Service), at the specified point from which the shipment will be made and from which line haul transportation service (as distinguished from switching, local drayage, or other terminal service) begins. Transportation costs are borne by the Postal Service.
- (2) The supplier must:
 - (a) Pack and mark shipments to comply with contract specifications or, in their absence, prepare the shipment in accordance with carrier requirements and good commercial practices and secure the lowest applicable transportation charge.
 - (b) Order specified carrier equipment when requested by the Postal Service. Otherwise, order appropriate carrier equipment not in excess of capacity to accommodate the shipment.
 - (c) When loaded by the supplier, load, stow, trim, block, and/or brace shipments as required by the carrier's rules and regulations.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

- (d) Be responsible for loss or damage occurring before delivery to the carrier; and for loss or damage due to improper packing/marking and, when loaded by the supplier, from improper loading, stowing, trimming, blocking, and/or bracing of the shipment.
- (e) Complete the government bill of lading supplied by the Postal Service or, when none is supplied, prepare a commercial bill of lading or other transportation receipt, to show:
 - (i) A description of the shipment in terms of the governing freight classification or tariff under which the lowest freight rates are applicable;
 - (ii) The seals affixed to the conveyance, including the serial number on them, or other identification;
 - (iii) The length and capacity of cars or trucks ordered and furnished;
 - (iv) Other pertinent information required to effect prompt delivery to the consignee, including the routing and the name, delivery, and postal address of the consignee;
 - (v) Special instructions or annotations requested by the Postal Service for commercial bills of lading (for example, "To be converted to a government bill of lading"); and
 - (vi) The signature of carrier's agent and the date the shipment is received.
- (f) Distribute the bill of lading, or other transportation receipt, as directed by the Postal Service.
- (g) Supply with each invoice a memorandum copy of the government bill of lading, clearly indicating the signature of the carrier's agent, date of pickup, and the weight accepted by the carrier. If the weight is determined by the carrier after pickup, it must be annotated on the memorandum copy of the government bill of lading along with the following:

"I certify that the weight information is that obtained from the carrier.

Signed:"

- (3) Where delivery is to be made to points not included above, either of the following apply:
 - (a) If the Postal Service has not specified otherwise, the supplier must ship on government bills of lading.
 - (b) If the Postal Service specifies that shipment is to be made on endorsed commercial bills of lading the supplier will be required to prepay all transportation charges, as follows:
 - (i) Delivery to the door of the specified destination by freight or express common carriers on articles for which store-to-door delivery is provided free, or subject to a charge pursuant to published tariffs or schedules filed with the federal and/or state regulatory bodies governing such carriers.
 - (ii) Delivery to siding at destination if not covered under (1) above.
 - (iii) Delivery to the freight station nearest destination if not covered under (1) or (2) above.
 - (iv) The supplier must annotate the commercial bill of lading as follows: "Property of the United States Postal Service."
 - (v) The actual transportation costs will be added to the supplier's invoice as a separate item. The costs must be based on the lowest published rate on file with the Interstate Commerce Commission or any state regulatory body. They must be supported by freight or express receipts marked "prepaid." If the receipts are not obtainable, annotate the invoice as follows:

"I certify that the items identified on this invoice were shipped prepaid, and freight or express receipts in support thereof are not obtainable:

Name:

Destination:

Names of Carriers:

Weight of shipment:

Transportation charges claimed:"

- (4) The Postal Service reserves the right to specify the mode of transportation and routing to be employed.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE 2-17 OPTION FOR INCREASED QUANTITY (MARCH 2006)

The Postal Service may increase the quantity of supplies called for in this contract by the amounts stated in the Schedule and at the unit prices specified in the Schedule. The contracting officer may exercise this option, at any time within the period specified in the Schedule, by giving written notice to the supplier. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.

CLAUSE 2-18 OPTION ITEM (MARCH 2006)

The Postal Service may increase the quantity of supplies called for in this contract by requiring the delivery of the numbered line item identified in the Schedule as an option item, in the quantity and at the price set forth in the Schedule. The contracting officer may exercise this option, at any time within the period specified in the Schedule, by giving written notice to the supplier. Delivery of the items added by the exercise of this option will continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties otherwise agree.

CLAUSE 2-20 OPTION TO RENEW (WITH PRELIMINARY NOTICE) (MARCH 2006)

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

CLAUSE 2-26 PAYMENT - FIXED PRICE (MARCH 2006)

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

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

CLAUSE 2-39: ORDERING (MARCH 2006)

- a. Supplies or services to be furnished under this contract will be ordered by authorized Postal Service credit card, or issuance of delivery orders, during the period and by the activities specified in the Schedule.
- b. Orders may be issued in writing, by written telecommunication, electronic data interchange (EDI), or orally. Oral orders, other than authorized Postal Service credit card orders, must be confirmed in writing. Orders sent by mail are considered issued when placed in the mail.
- c. The supplier must report to the contracting officer in the format and intervals specified in the Schedule all orders charged to an authorized Postal Service credit card.
- d. All orders are subject to the terms and conditions of this contract. If there is any conflict between an order and this contract, the contract is controlling.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE 2-42: INDEFINITE QUANTITY (MARCH 2006)

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

CLAUSE 2-49: COST/PRICE REDUCTION (MARCH 2006)

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

CLAUSE 3-1 SMALL, MINORITY, AND WOMAN-OWNED BUSINESS SUBCONTRACTING REQUIREMENTS (MARCH 2006)

- a. All suppliers except small businesses must submit a subcontracting plan that is specific to this contract, and that separately addresses subcontracting with small, minority, and woman-owned businesses. A plan approved by the Postal Service must be included in and made a part of the contract. Lack of an approved plan may make the supplier ineligible for award. A subcontract is defined as any agreement (other than one involving an employer-employee relationship) entered into by a Postal Service supplier or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- b. The supplier's subcontracting plan must include the following:
 - (1) Goals, in terms of percentages of the total amount of this contract that the supplier will endeavor to subcontract to small, minority, and woman-owned businesses. The supplier must include all subcontracts that contribute to contract performance, and may include a proportionate share of supplies and services that are normally allocated as indirect costs.
 - (2) A statement of the:
 - (a) Total dollars planned to be subcontracted under this contract; and
 - (b) Total of that amount planned to be subcontracted to small, minority, and woman-owned businesses.
 - (3) A description of the principal types of supplies and services to be subcontracted under this contract,

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

identifying the types planned for subcontracting to small, minority, and woman-owned businesses.

(4) A description of the method used to develop the subcontracting goals for this contract.

(5) A description of the method used to identify potential sources for solicitation purposes and a description of efforts the supplier will make to ensure that small, minority, and woman-owned businesses have an equitable opportunity to compete for subcontracts.

(6) A statement as to whether the offer included indirect costs in establishing subcontracting goals for this contract and a description of the method used to determine the proportionate share of indirect costs to be incurred with small, minority, and woman-owned businesses.

(7) The name of the individual employed by the supplier who will administer the subcontracting program and a description of the individual's duties.

(8) Assurances that the supplier will require all subcontractors receiving subcontracts in excess of \$1,000,000 to adopt a plan similar to the plan agreed to by the supplier.

(9) A description of the types of records the supplier will maintain to demonstrate compliance with the requirements and goals in the plan for this contract. The records must include at least the following:

(a) Source lists, guides, and other data identifying small, minority, and woman-owned businesses;

(b) Organizations contacted in an attempt to locate sources that are small, minority, and woman-owned businesses;

(c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether small, minority, or woman-owned businesses were solicited and if not, why not; and

(d) Records to support subcontract award data, including the name, address, and business size of each subcontractor.

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

CLAUSE 3-2 PARTICIPATION OF SMALL, MINORITY, AND WOMAN-OWNED BUSINESSES (MARCH 2006))

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

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

(1) Showing the amount of money paid to subcontractors during the reporting period;

(2) Showing subcontracting activity that is allocable to this contract using generally accepted accounting practices; or

(3) A combination of the methods listed above.

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

AT&T Response:



CLAUSE 4-1 GENERAL TERMS AND CONDITIONS (JULY 2007)

a. Inspection and Acceptance. The supplier will only tender for acceptance those items that conform to the

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

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.

AT&T'S Response:

[REDACTED]

[REDACTED]

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

[39 USC 410(c)(2); Ex 4]

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract may be made by the Postal Service either by electronic funds transfer (EFT), check, or government credit card at the option of the Postal Service. When the EFT payment method is selected, the Postal Service will provide the supplier with Form 3881, Supplier's Electronic Funds Transfer Enrollment Form, at contract award. The supplier must complete the form and submit it to the designated Postal Accounting Service Center to ensure the proper routing of payments.

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

AT&T'S Response:

[REDACTED]

[REDACTED]

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.

AT&T Response:

[REDACTED]

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

l. Termination for the Postal Service's Convenience. The Postal Service reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the supplier must immediately stop all work and must immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the supplier will be paid a percentage of the contract price, reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the supplier can demonstrate to the satisfaction of the Postal Service using its standard record keeping system, to have resulted from the termination. The supplier will not be paid for any work performed or costs incurred which reasonably could have been avoided. The supplier must submit to the contracting officer a termination settlement proposal within 180 days after the effective date of termination, unless the parties mutually agree to a different time limit. If the supplier fails to submit a termination settlement proposal within the time allowed, the contracting officer may determine, on the basis of information available, the amount, if any, due to the supplier by reason of the termination and pay that amount. If the supplier's proposal exceeds \$100,000 the contracting officer may request that it be certified. If the supplier and the contracting officer fail to agree on the whole amount to be paid because of the termination of work, the contracting officer will pay the supplier the amounts determined by the contracting officer. The supplier will have the right to submit a claim under Clause B-9 from any determination made by the contracting officer as to amount due because of the termination made under this paragraph, except that if the supplier failed to submit the termination settlement proposal within 180 days, the supplier will be deemed to have waived its right to submit a claim for termination costs and appeal of any such claim.

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. Reserved.

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) Section 19 of PS Form 8203 (Schedule of Supplies/Services); (2) the Statement of Work (SOW) and any accompanying appendices, attachments, or addenda to the SOW; (3) the solicitation provisions; (4) the contract clauses; (5) supplier-provided attachments to this solicitation or contract such as computer software license agreements or technical proposals; (6) other documents, exhibits or attachments listed in Part 4 of the contract of the contract paragraph; and (7) the remainder of PS Form 8203.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

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

The following clauses are incorporated in this contract by reference:

- 1) B-1, Definitions
- 2)
- 3)
- 4)
- 5) B-19, Excusable Delays
- 6) B-30, Permits and Responsibilities

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

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

a. Incorporation by Reference

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

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

b. Examination of Records.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

(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.

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

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

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

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

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

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

CLAUSE 4-17 TECHNOLOGY ENHANCEMENT (MARCH 2006)

a. Definitions

(1) Enhancement, replacement and upgrade are used interchangeably throughout this clause.

(2) Cost to performance ratio is a form of comparative measurement and means the contracts costs of a given item or configuration per a quantifiable unit of performance or capability, such as (but not limited to) storage capacity (in megabytes), speed (in megahertz), energy consumption efficiency, etc.

b. The supplier must propose technology enhancement of information technology equipment, firmware, or software configurations being provided under this contract whenever product lines of newer technology become

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

available that may save money, improve performance, or save energy. All proposed upgrades must meet the following requirements:

- (1) All mandatory requirements of the contract must continue to be met.
- (2) Overall contract life cycle costs may not increase as a result of the upgrade.
- (3) The proposed upgrade or enhancement will: (1) either afford a better cost to performance ration compared to existing contract offerings/configurations; or (2) at minimum, must result in at least equal operability, maintainability, reliability, and overall system performance while providing some additional benefit or advantage to the Postal Service.
- (4) The replacement configuration proposal must be acceptable to the COR.

c. As a minimum, the following information must be submitted by the supplier with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change along with the comparative advantages and disadvantages of each.
- (2) Suggested contract requirements which should be changed if the proposed technology enhancement is adopted.
- (3) A complete pricing proposal that evidences the commerciality of the pricing. (The price for the upgraded product, or configuration, can be no greater than the standard commercial price of the replacement product less a discount factor equal at least to the discount afforded the Postal Service in the supplier's final proposal for the original, taking into account the age of the original product in its life cycle.
- (4) An evaluation of the proposed change's effect on collateral costs, costs of related items, and costs of maintenance and operation.
- (5) Timing as to when the modification adopting the technology enhancement must be issued to ensure the maximum benefit to the Postal Service.
- (6) Identify any effect on the contract completion or delivery schedule.
- (7) Any other information that may be required by the contracting officer.

d. Technology enhancements, as contemplated by this clause, will not be added to the contract except by written, bilateral modification to the contract.

e. The decision by the contracting officer to accept or reject any proposal under this contract is final and not subject to the Disputes clause.

CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (MARCH 2006)

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

CLAUSE 7-11: RECYCLED CONTENT PRODUCTS (JULY 2014)

For the purposes of Postal Service contracting, "Recycled Content Product" means a product that contains any percentage of post-consumer or pre-consumer recycled content materials.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

(a) In the performance of this contract, the supplier and its subcontractors must prioritize the use of Recycled Content Products when such products are commercially available at a cost-competitive price and make every effort to ensure that Recycled Content Products are used at the time of the contract award for products that are –

1. Delivered or acquired by the supplier and/or subcontractors for Postal Service use or for performing services at a Postal Service facility; or
2. Specified in the design of a building or work, or incorporated during construction, renovation, or maintenance at a Postal Service facility.

(b) The requirements of paragraph (a) apply to the supplier and its subcontractors unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting other contract performance requirements; or
3. At a reasonable price for the intended business purpose.

(c) Information about recycled content products is available at EPA Comprehensive Procurement Guidelines <http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm> .

CLAUSE 7-12 BIO-BASED CONTENT PRODUCTS (July 2014)

For the purposes of Postal Service contracting, “Bio-Based Content Product” means a product that contains bio-based content sufficient to earn at least one of the following:

1. U.S. Department of Agriculture (USDA) Bio Preferred Federal Procurement Preference (FPP Designation); and/or
2. U.S. Department of Agriculture (USDA) Bio based Product Certification/Labeling.

(a) In the performance of this contract, the supplier and its subcontractors must prioritize the use of Bio-Based Content Products when such products are commercially available at a cost-competitive price, and make every effort to ensure that Bio-Based Content Products are used at the time of the contract award for products that are –

1. Delivered; or acquired by the supplier and/or subcontractors for Postal Service use or for performing services at a Postal Service facility; or
2. Specified in the design of a building or work, or incorporated during construction, renovation, or maintenance at a Postal Service facility.

(b) The requirements of paragraph (a) apply to the supplier and its subcontractors unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting other contract performance requirements; or
3. At a reasonable price for the intended business purpose.

CLAUSE 7-13 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (July 2014)

For the purposes of Postal Service contracting, “Energy-Efficient Product” means a product that contains energy-efficient attributes and has earned one or more of the following:

1. U.S. Environmental Protection Agency (EPA) Energy Star Certification;

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

2. U.S. Department of Energy Federal Energy Management Program designation (FEMP Designation) for being in the upper 25 percent of their class in energy efficiency; and/or
3. National Electric Manufacturers Association (NEMA) Premium program certification.

(a) In the performance of contracts containing energy consuming products, the supplier and its subcontractors must prioritize the use of Energy-Efficient Products when such products are commercially available at a cost-competitive price, and make every effort to ensure that Energy-Efficient Products are used at the time of the contract award for products that are -

1. Delivered; or acquired by the supplier and/or subcontractors for Postal Service use or for performing services at a Postal Service facility; or
2. Specified in the design of a building or work, or incorporated during construction, renovation, or maintenance at a Postal Service facility.

(b) The requirements of paragraph (a) apply to the supplier and its subcontractors unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting other contract performance requirements; or
3. At a reasonable price for the intended business purpose.

(c) Information about Energy-Efficient Products is available at –

1. Energy Star: http://www.energystar.gov/index.cfm?c=products.pr_find_es_products;
2. FEMP: http://www1.eere.energy.gov/femp/procurement/eep_requirements.html; and
3. NEMA: http://www.nxtbook.com/ygsreprints/NEMA/espg_nxtbook/.

CLAUSE 8-6 RIGHTS IN TECHNICAL DATA (March 2006) Modified

a. *Definitions*

1. *Data*. Recorded information, regardless of the form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
2. *Form, Fit, and Function Data*. Data relating to an item or process that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software, it means data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.
3. *Limited Rights Data*. Data other than computer software developed at private expense, including minor modifications of these data.
4. *Technical Data*. Data other than computer software, of a scientific or technical nature.
 - a. *Service Technical Data*. Service Technical Data is a subset of Technical Data and is defined as the processed data from the GPS device furnished by Supplier and made available to the Postal Service or its contractors in useful form through Supplier or Supplier's subcontractor's proprietary software, computer hardware resources, websites, and/or, if ordered, optional direct feed to Customer's or Customer's subcontractors existing information systems.
5. *Unlimited Rights*. The rights of the Postal Service in technical data and computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

so.

b. *Allocation of Rights*

1. Except as provided in paragraph c below regarding copyright, the Postal Service has unlimited rights in:
 - a. Technical data first produced in the performance of this contract (except to the extent that they constitute minor modifications of data that are limited rights data);
 - b. Form, fit, and function data delivered under this contract; except that all form, fit, and function data describing limited rights data must be delivered with unlimited rights;
 - c. Technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - d. All other technical data delivered under this contract, unless provided otherwise in paragraph g below.
2. The allocation of rights in any computer programs, data bases, and documentation will be determined by the *Rights in Computer Software* clause, except that limited rights data formatted as computer data bases for delivery to the Postal Service are to be treated as limited rights data under this *Rights in Technical Data* clause.
3. The Postal Service shall own and have all right title and interest in all Service Technical Data first produced and delivered under this contract including information content derived from Supplier equipment installed on Postal Service equipment and USPS Contractors' equipment, and any derivatives thereof. The Postal Service has the rights to copy, store, archive and create databases of Service Technical Data generated content and derivatives thereof. Supplier does not have the right to sell, resell or use USPS data other than to support the Postal Service or as specifically allowed by the Postal Service, provided however that Supplier does have rights in the aggregated and anonymized Service Technical Data.

c. *Release, Publication, and Use of Technical Data*

1. The supplier has the right to use, release to others, reproduce, or distribute, any technical data first produced by the supplier in the performance of this contract in furtherance of the contract, except to the extent these data may be subject to the federal export control or national security laws or regulations, or unless otherwise provided below in this paragraph c.2 following or expressly set forth in this contract.
2. The supplier agrees that if it receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the supplier will treat the data in accordance with the markings unless otherwise specifically authorized in writing by the contracting officer.

d. *Unauthorized Marking of Data*

1. If any technical data delivered under this contract are marked with the notice specified in paragraph f (Protection of Limited Rights) below and the use of such a notice is not authorized by this clause, or if the data bear any other unauthorized restrictive markings, the contracting officer may at any time either return the data or cancel the markings. The contracting officer must afford the supplier at least 30 days to provide a written justification to substantiate the propriety of the markings. Failure of the supplier to timely respond, or to provide written justification, may result in the cancellation of the markings. The contracting officer must consider any written justification by the supplier and notify the supplier if the markings are determined to be authorized.
2. The foregoing procedures may be modified in accordance with Postal Service regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder. In addition, the supplier is not precluded from bringing a claim in connection with any dispute that may arise as the result of a final disposition of the matter by a court of competent jurisdiction.

a. *Omitted or Incorrect Markings*

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

1. Technical data delivered to the Postal Service without limited rights notice authorized by paragraph g below, or the copyright notice required by paragraph c above, will be deemed to have been furnished with unlimited rights, and the Postal Service assumes no liability for the disclosure outside the Postal Service, the supplier may request, within six months (or a longer time approved by the contracting officer) after delivery of the data, permission to have notices placed on qualifying technical data at the supplier's expense, and the contracting officer may agree to do so if the supplier:
 - a. Indemnifies the technical data to which the omitted notice is to be applied;
 - b. Demonstrates that the omission of the notice was inadvertent;
 - c. Establishes that the use of the proposed notice is authorized; and
 - d. Acknowledges that the Postal Service has no liability with respect to the disclosure, use, or reproduction of any such data made before the addition of the notice or resulting from the omission of the notice.
2. The contracting officer may also (a) permit correction at the supplier's expense of incorrect notices if the supplier identifies the technical data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (b) correct any incorrect notices.
 - b. *Protection of Limited Rights Data.* When technical data other than data listed in b.1(a), (b), and (c) above are specified to be delivered under this contract and qualify as limited rights data, if the supplier desires to continue protection of such data, the supplier must affix the following "Limited Rights Notice" to the data, and the Postal Service will thereafter treat the data, subject to paragraphs e and f above, in accordance with the Notice:

LIMITED RIGHTS NOTICE

These technical data are submitted with limited rights under Postal Service Contract No. (and subcontract _____, if appropriate). These data may be reproduced and used by the Postal Service with the express limitation that they will not, without written permission of the supplier, be used for purposes of manufacture or disclosed outside the Postal Service; except that the Postal Service may disclose these data outside the Postal Service for the following purposes, provided that the Postal Service makes such disclosure subject to prohibition against further use and disclosure:

1. Use (except for manufacture) by support service suppliers.
2. Evaluation by Postal Service evaluators.
3. Use (except for manufacture) by other suppliers participating in the Postal Service's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.
4. Emergency repair or overhaul work.

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

- h. *Subcontracting.* The supplier has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the supplier's obligations under the contract. If a subcontractor refuses to accept terms affording the Postal Service such rights, the supplier must promptly bring such refusal to the attention of the contracting officer and may not proceed with subcontract award without further authorization.

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE 8-9: RIGHTS IN COMPUTER SOFTWARE (March 2006) Modified

a. Definitions

- (1) Computer Software. Computer programs, computer data bases, and their documentation.
- (2) Form, Fit, and Function Data. Data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.
- (3) Restricted Computer Software. Computer software developed at private expense that is a trade secret, is commercial or financial and confidential or privileged, or is published copyrighted computer software, including minor modifications of this computer software.
- (4) Restricted Rights. The rights of the Postal Service in restricted computer software, as set forth in a Restricted Rights Notice as provided in paragraph g below, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract.
- (5) Unlimited Rights. The rights of the Postal Service in computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Allocation of Rights. Except as provided in paragraph c below regarding copyright, the Postal Service has unlimited rights in:

- (1) Computer software first produced in the performance of this contract (except to the extent that it constitutes minor modifications of computer software that is restricted computer software). Updates to pre-existing supplier software which are delivered under the contract are the sole property of Supplier and will be treated as restricted rights software;
- (2) Form, fit, and function data delivered under this contract; except that all form, fit, and function data describing limited rights data must be delivered with unlimited rights;
- (3) All other computer software delivered under this contract, except for restricted computer software provided in accordance with paragraph g below.

c. Copyright

(1)

(a) The prior, express written permission of the contracting officer is required to establish claim to copyright in all computer software or other data first produced in the performance of this contract. When making claim to copyright, the supplier must affix the applicable copyright notice of 17 U.S.C. 401. The supplier grants to the Postal Service and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform and display the computer software and other data publicly.

(b) If the Postal Service desires to obtain copyright in the computer software first produced in the performance of the contract and permission has not been granted pursuant to c.1(a) above, the contracting officer may direct the supplier to establish, or authorize the establishment of, claim to copyright in the computer software and to assign, or obtain the written assignment of, the copyright to the Postal Service or its designated assignee.

(2) The supplier may not, without prior written permission of the contracting officer, incorporate in computer software delivered under this contract any computer software not first produced in the performance of this

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

contract containing the copyright notice of 17 U.S.C. 401, unless the supplier identifies the computer software and grants to the Postal Service, or acquires on its behalf at no cost to the Postal Service, a license of the same scope as set forth in c.1.(a) above or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract.

(3) The Postal Service agrees not to remove the supplier's copyright notice placed on computer software pursuant to this paragraph c, and to include such notices on all reproduction of the computer software.

d. Release, Publication, and Use of Computer Software

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

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

e. Unauthorized Marking of Computer Software

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

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

f. Omitted or Incorrect Markings

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

(a) Identifies the computer software involved;

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

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

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

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

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

the correct notice is authorized, or (b) correct any incorrect notices.

g. Protection of Restricted Computer Software

(1) When computer software other than that listed in subparagraphs b.1 and b.2 above is specified to be delivered under this contract and qualifies as restricted computer software, if the supplier desires to continue protection of such computer software, the supplier must affix the following "Restricted Rights Notice" to the computer software, subject to paragraphs e and f above, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

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

(b) This computer software may be:

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

(ii) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

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

(v) Disclosed to and reproduced for use by support service suppliers in accordance with i through iv above, provided the Postal Service makes such disclosure or reproduction subject to these restricted rights; and

(vi) Used or copied for use in or transferred to a replacement computer.

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

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

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

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

RESTRICTED RIGHTS NOTICE (SHORT FORM)

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

h. Subcontracting. The supplier has the responsibility to obtain from its subcontractors all computer software and rights in it necessary to fulfill the supplier's obligations under this contract. If a subcontractor

Solicitation 1C-16-A-0034

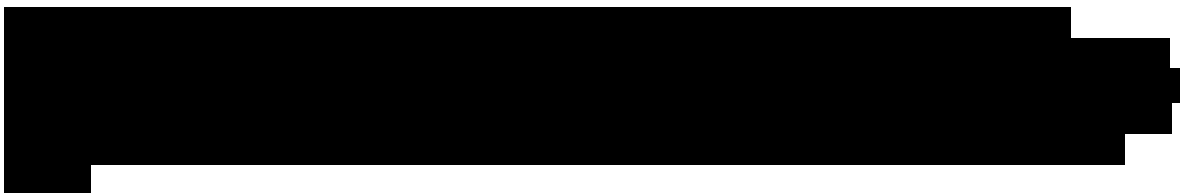
TERMS and CONDITIONS

refuses to accept terms affording the Postal Service such rights, the supplier must promptly bring such refusal to the attention of the contracting officer and may not proceed with subcontract award without further authorization.

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

CLAUSE 8-13 INTELLECTUAL PROPERTY RIGHTS (MARCH 2006)

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



CLAUSE 8-14 ACQUISITION OF ADDITIONAL RIGHTS IN DATA (MARCH 2006)

A. Contractor License Rights

(1) At the contracting officer's direction, the supplier must offer equipment and services to other firms or organizations that are participating in this program ("USPS Contractors") at the specified price listed in the schedule or SOW. Supplier must provide the equipment and services to USPS Contractors on terms which allow the Postal Service to include the USPS Contractor Service Technical Data into the Service Technical Data provided by Supplier to the Postal Service. Supplier must provide a license to the USPS contractors, consistent with the EULA attached hereto, as necessary for the purpose of performing Postal Service contracts. If necessary, the supplier will provide a reasonable amount of technical assistance to these firms or organizations to enable them to use the data to perform Postal Service contracts. The contracting officer will direct that licenses and technical assistance agreements be given under this clause only to USPS Contractors competent to perform the specific Postal Service contracts to which the direction applies. The Supplier hereby grants ownership and all right, title, and interest in the USPS Contractor Service Technical Data as set forth in Section 8.6, above. Supplier must include any such clauses in any agreement or license with USPS Contractors to ensure the Postal Service's ownership of the Service Technical Data.

(2) Upon entering into licenses or agreements with USPS Contractors under this clause, the supplier may restrict the use of the data for all other purposes, and may include any other provisions for trade secret or copyrighted material restrictions that are normally found in commercial licenses. Subject to the contracting officer's approval, the license may provide for payment of reasonable amounts for use of the data, in the form of

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

a lump-sum payment, royalties, or both which may be in addition to the specified price and services listed in the schedule or SOW.

:

CLAUSE 8-17 DELIVERY OF LIMITED RIGHTS AND RESTRICTED COMPUTER SOFTWARE (MARCH 2006) Modified

To the extent that the supplier has, in its proposal, identified pre-existing proprietary data or restricted computer software pursuant to the "Representation of Rights in Data" of the solicitation, the contracting officer, or a duly authorized representative, until the expiration of 3 years after final payment of this contract, will have the right to examine any books, records, documents or other data supporting the supplier's claim(s) hereunder. Notwithstanding the supplier's rights and claims of, and the Postal Service's agreement to protect, pre-existing proprietary data or software, the Postal Service will have unlimited or unrestricted rights without additional supplier compensation, to any data or software identified above, that is:

- (1) Obtained independent of this contract, provided it is obtained with unlimited or unrestricted rights;
- (2) In the public domain; or
- (3) Determined by the parties, subsequent to the effective date of this contract, to not have qualified as pre-existing data or software or a derivative of pre-existing data or software to which the supplier would have such proprietary rights.

CLAUSE 9-1 CONVICT LABOR (MARCH 2006)

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

CLAUSE 9-7 EQUAL OPPORTUNITY (MARCH 2006)

- a. The supplier may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The supplier agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.
- b. The supplier must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.
- c. The supplier must send to each union or workers' representative with which the supplier has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

or workers' representative of the supplier's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.

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

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

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

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

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

CLAUSE 9-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (MARCH 2006)

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

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

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

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

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

f. The supplier must include this clause in every subcontract or purchase order over \$2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

provisions will be binding upon each subcontractor or vendor. The supplier must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce these provisions, including action for noncompliance.

CLAUSE 9-14 AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (FEBRUARY 2010)

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

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

c. The supplier agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the supplier other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the state employment service where the opening occurs. State and local government agencies holding Postal Service contracts of \$100,000 or more will also list their openings with the appropriate office of the state employment service.

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

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

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

g. Definitions:

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

(2) Appropriate Office of the State Employment Service - This means the local office of the federal/state national system of public employment offices with assigned responsibility for serving the area where the

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

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

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

(5) Special Disabled Veterans:

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

(i) Rated at 30 percent or more; or

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

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

(6) Veteran of the Vietnam Era:

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

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

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

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

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

(7) Other Eligible Veteran - Any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

h. The supplier agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.

i. The supplier must include this clause in every subcontract or purchase order of \$100,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The supplier must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce these provisions, including action for noncompliance.

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

k. The supplier must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the supplier is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

CLAUSE 4-19 INFORMATION SECURITY REQUIREMENTS RESOURCE (CISO MODIFIED AUGUST 2016)

The United States Postal Service (Postal Service) is committed to creating and maintaining an environment that protects Postal Service application systems from accidental or intentional unauthorized use, modification, disclosure, or destruction. Handbook AS-805, *Information Security* and Handbook AS-805-H, *Cloud Security*, establish Postal Service information security policies. Handbook AS-805-A, *Information Resource Certification and Accreditation Process*, provides the process for identifying the sensitivity and criticality of the application system, determining information security requirements for protecting the application system, and ensuring appropriate, cost-effective information security controls, mechanisms, and procedures are implemented to protect the application system.

The following security assessment process should be completed before the contract is finalized.

For Hosted Solutions and Service Based Contracts, the supplier will:

- Comply with the policies delineated in Handbook AS-805, Information Security.
- Coordinate security assessment activities with the Postal Service's Corporate Information Security Office (CISO). This assessment process is outlined in Handbook AS-805-A, Information Resource Certification and Accreditation Process.
- Cooperate with the Postal Service in completing the application Business Impact Assessment (BIA) to identify the sensitivity and criticality of the data associated with the application and to determine the information security requirements.
- Include and comply with the information security requirements generated by the BIA and any specific additional security requirements included in the contract or agreement.
- Complete security assessment documentation specified in Handbook AS-805-A and provide deliverables to the CISO.
- Complete USPS sensitive security clearance process on all supplier employees who will have access to USPS data.
- Cooperate with the USPIS and CISO in completing site security reviews of all facilities involved in this contract that will store, process or transmit USPS data.
- Suppliers are responsible for mitigating all high and moderate security vulnerabilities identified by the C&A process, from site security reviews conducted by the Postal Inspection Service and CISO, and any findings from audits conducted by the Office of the Inspector General.

For Cloud Solutions, the supplier will:

- Comply with the policies delineated in Handbook AS-805, Information Security and Handbook AS-805-H, Cloud Security.
- Cooperate with the Postal Service in completing the Cloud Computing Impact Assessment (CCIA) to determine the Postal Service and the Cloud Service Provider's (CSP) Information Types and sensitivity levels based on confidentiality, integrity, and availability security objectives.
- Include and comply with the information security requirements generated by the CCIA and any specific additional security requirements included in the contract or agreement.
- Complete security assessment templates from CCIA and provide applicable documentation and deliverables to the CISO.
- Complete USPS sensitive security clearance process on all supplier employees who will have access to USPS data.
- Cooperate with the USPIS and CISO in completing site security reviews of all facilities involved in this contract that will store, process or transmit USPS data.
- Suppliers are responsible for mitigating all high and moderate security vulnerabilities identified by the C&A process, from site security reviews conducted by the Postal Inspection Service and CISO, and any findings from audits conducted by the Office of the Inspector General.

Postal Service data may not be stored outside of postal premises or placed onto laptops or other mobile media without the prior consent of the Contracting Officer. Requests to store Postal Service data on laptops or other

Solicitation 1C-16-A-0034

TERMS and CONDITIONS

mobile media are sent to the Contracting Officer. The Contracting Officer will coordinate such requests with the CISO.

Postal Service data may not be viewed, processed or stored outside the United States or its territories.

CLAUSE 2-57 PASS THROUGH PRICING CLAUSE FOR PURCHASES BY US POSTAL SUPPLIERS

US Postal Service supplier(s) are authorized to enter into contract directly with the company, awarded the GPS Trailer Devices, to acquire the products at the prices provided by the awardee in accordance with the terms and conditions of that contract.

This authorization is limited for use in the US Postal Service Requirements, including bidding on a US Postal Service requirement or under an existing Supplier contract with the US Postal Service. The US Postal Service will provide the evidence of the US Postal Requirement.

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