



October 7, 2008

Subject: NOTICE TO PROSPECTIVE OFFERORS

Enclosed is a solicitation for strategic messaging services for the U.S. Postal Service Corporate Communications Department, located at Headquarters, Washington, DC. The solicitation describes the work to be performed, states the terms and conditions that will apply to any contract that is awarded, and provides instructions on preparing and submitting proposals. (Please note the evaluation criteria listed in Provision 4-2 and Attachment 2).

If you are interested, please submit the solicitation along with your proposal (number of copies specified in block 25 on the PS Form 8203). The following items must be completed on the solicitation:

- 1) PS Form 8203: Complete blocks 13, 14, and 16.
- 2) Provision 4-3, Offeror Representations and Certifications. (Please complete all applicable items).
- 3) Sign and complete title of authorizing officer on Block 27a. and 27b.
- 4) Attach Qualifications Statements for Labor Categories of proposed personnel and include rates for those personnel for the base year and three (3) optional years.

All questions must be received by 1:00 p.m. on October 10, 2008 and final proposals must be received in this office by 1:00 p.m. on November 5, 2008. Mail or email your proposal to the address listed in block 9 of the Solicitation/Offer/Award.

If you have any questions, please contact me at (202) 268-7581.

Sincerely,

A handwritten signature in cursive script, appearing to read "Elizabeth Murphy".

Elizabeth Murphy
SCM Purchasing Specialist
United States Postal Service
Creative and Communication Services
475 L'Enfant Plaza, SW RM 4131
Washington, DC 20260-4131
elizabeth.e.murphy@usps.gov

Attachments

ORDER / SOLICITATION / OFFER / AWARD

OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 22, 23 and 26				1. REQUISITION NO.		PAGE 1 OF 2	
2. CONTRACT/ORDER NO.		3. AWARD/EFFECTIVE DATE		4. MASTER/AGENCY CONTRACT NO.		5. SOLICITATION NO. 2ACCSR-08-A-0009	
7. For Solicitation Information Call		a. NAME Elizabeth Murphy		b. TELEPHONE NO. (202) 268-7581		c. FAX NO. (202) 268-2595	
9. ISSUED BY Professional, Printing, and Creative Services, CMC United States Postal Service 475 L'Enfant Plaza SW, Room 4131 Washington DC 20260-4131 EMAIL: elizabeth.e.murphy@usps.gov		CODE 2ACCSR		10. ACO CODE 2ACCSR		11. SOLICITATION METHOD ☐ RFQ ☒ RFP ☐ ORAL	
14 SUPPLIER		CODE		15. BILLING ADDRESS		12. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED ☐ SEE SCHEDULE	
16. REMITTANCE ADDRESS		CODE		17. DELIVERY ADDRESS USPS OFC VP CORPORATE COMMUNICATIONS 475 LENFANT PLZ SW STE 10431 WASHINGTON DC 20260-3100 TELEPHONE NO: DELIVER BY/END DATE: Multiple		13. DISCOUNT TERMS	
TEL:		FAX:					
EMAIL:							
18. ITEM NO		19. SCHEDULE OF SUPPLIES/SERVICES		20. QUANTITY		21. UNIT	
		The U.S. Postal Service and the Corporate Communications Department require contractor support in providing a broad range of strategic messaging services in order to respond to public communications policies, programs, both internally and externally. The Postal Service responds to news media inquiries and provides information about the Postal Service to the public and manages the public relations efforts of the Postal Service. Additional strategic messaging services will include the American public, postal operations, postal personnel and Continued ...					
						22. UNIT PRICE	
						23. AMOUNT	
24. TOTAL AWARD AMOUNT (USPS Use Only)				25. ☐ The supplier is required to sign this document and return copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.			
26. ☐ Award of Contract: Your offer on Solicitation (block 5) is accepted as to items				27a. SIGNATURE OF SUPPLIER			
28a. UNITED STATES POSTAL SERVICE (SIGNATURE OF CONTRACTING OFFICER)				27b. PRINTED NAME AND TITLE OF SUPPLIER			
28b. PRINTED NAME OF CONTRACTING OFFICER Trent Ensley				27c. DATE SIGNED			
28c. DATE SIGNED							

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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 14a, PS Form 8203)

FEDCONNECT INSTRUCTIONS

The United States Postal Service has begun the introduction of FedConnect, which allows the USPS and the Supplier to communicate directly through the Contract Authoring and Management System (CAMS). To effectively establish this communication link, CAMS must have the Supplier's DUN Number in the Supplier's record within CAMS. Additionally, the Supplier must be registered in FedConnect, <https://www.fedconnect.net/Fedconnect/>. To register at FedConnect, the Supplier must first be registered at the Federal Government's Central Contractor Registration website, <http://www.ccr.gov/>.

If not registered, please register at the above two websites and immediately furnish the below information to the Buyer/Contracting Officer of this document.

DUNS #: _____
 TIN #, associated to the above DUNS #: _____

NAICS SELF-CERTIFICATION

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

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.

PART 2 - PROVISIONS

PROVISION A-1 RESTRICTION ON DISCLOSURE AND USE OF DATA (MARCH 2006)

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

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

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

PROVISION 1-1 SUPPLIER CLEARANCE REQUIREMENTS (MARCH 2006)

The contract resulting from this solicitation will require the contractor or its employees (including subcontractors and their employees) to have access to occupied postal facilities, and/or to postal information and resources, including postal computer systems. Clearance in accordance with Administrative Support Manual 272.3 will be required before that access will be permitted. It is the contractor's obligation to obtain and supply to the Postal Service the forms and information required by that regulation.

Offerors must familiarize themselves with the requirements of that section, taking into account in their offices the time and paperwork associated with the screening.

PROVISION 1-4 PROHIBITION AGAINST CONTRACTING WITH FORMER POSTAL SERVICE OFFICERS OR PCES EXECUTIVES (MARCH 2006)

The offeror represents that former Postal Service officers or Postal Career Executive Service (PCES) executives will not be employed as key personnel, experts or consultants in the performance of the contract if such individuals, within 1 year of their retirement from the Postal Service, will be performing substantially the same duties as they performed during their career with the Postal Service. In addition, no contract resulting from this solicitation may be awarded to such individuals or entities in which they have a substantial interest, for 1 year after their retirement from the Postal Service, if the work called for in the solicitation requires such individuals to perform substantially the same duties as they performed during their career with the Postal Service.

PROVISION 1-5 PROPOSED USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006)

In its proposal, the supplier must identify any former Postal Service employee it proposes to engage in the performance, directly or indirectly, in the performance of the contract. The Postal Service reserves the right to require the supplier to replace the proposed individual with an equally qualified individual.

PROVISION 2-3 EVALUATION OF OPTIONS (MARCH 2006)

a. Unless it is determined in accordance with the Consider Use of Renewals and Options topic of the Develop Sourcing Strategy task of Process Step 2: Evaluate Sources, and the Decide to Renew a Contract or Exercise Options topic of the Manage Delivery and Contract Performance task of Process Step 5: Measure and Manage Supply, in the Postal Service Supplying Practices, that evaluation of options is not in the best interest of the Postal Service, option prices will be included in the evaluation of offers for award purposes. Evaluation of options does not obligate the Postal Service to exercise the options.

b. If the Postal Service elects to exercise an option at the time of award, proposals will be evaluated on the basis of total price for the basic quantity and for the option quantity to be exercised with the award. In all other cases, proposals will be evaluated by adding the total price for all option quantities to the total price for the basic quantity.

c. Any proposal that is materially unbalanced as to prices for basic and option quantities may be disregarded as unacceptable. An unbalanced proposal is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

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

All suppliers, except small businesses, or unless this purchase is being made under commercial purchasing procedures, must submit with their proposals the contract-specific subcontracting plan required by Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements. Generally, this plan must be agreed to by both the supplier and the Postal Service before award of the contract.

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 stationary, 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 a Time and Materials/Labor Hour contract. (See the Select Contract Type topic of the Develop Sourcing Strategy task of Process Step 2: Evaluate Sources, of the Postal Service

Supplying Practices) under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

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

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

i. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, 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)

j. (SEE ATTACHMENT #2 FOR DETAILED PROPOSAL INSTRUCTIONS).

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:

(SEE ATTACHMENT # 3 FOR PROPOSAL EVALUATION FACTORS).

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;

☐ 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: _____

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;

(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

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/purchasing/purchasingpubs/pubsmenu.htm> 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-3 CONTRACT TYPE (MARCH 2006)

This is a Time and Materials-Labor Hour 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;
 - (b) The most significant consideration controlling establishment of initial or revised prices;
 - (c) The reason cost or 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 1-1 PRIVACY PROTECTION (JULY 2007)

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

a. Privacy Act. If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a) and Postal Service regulations at 39 CFR Parts 266-267 apply to those records. The supplier is considered to operate a system of records if it manages records (including collecting, revising, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier agrees to comply with the Act and the Postal Service regulations in designing, developing, and operating the system of records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.

b. Customer or Employee Information. If the supplier has access to Postal Service customer or employee information, including address information, whether collected online or offline by the Postal Service or by a supplier acting on its behalf, the supplier must comply with the following:

(1) General. With regard to the Postal Service customer information to which it has access pursuant to this contract, the supplier has that access as an agent of the Postal Service and must adhere to its postal privacy policy at www.usps.com/common/docs/privpol.htm.

(2) Use, Ownership, and Nondisclosure. The supplier may use Postal Service customer or employee information solely for purposes of this contract, and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier must restrict access to such information to those employees who need the information to perform work under this contract, and must ensure that each such employee (including subcontractors' employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its customer or employee information. Unless the contract states otherwise, upon completion of the contract the supplier must turn over all Postal Service customer or employee information in its possession to the Postal Service, and must certify that no Postal Service customer or employee information has been retained unless otherwise authorized in writing by the contracting officer.

(3) Security Plan. When applicable, and unless waived in writing by the contracting officer, the supplier must work with the Postal Service to develop and implement a security plan that addresses the protection of customer or employee information. The plan will be incorporated into the contract and followed by the supplier, and must, at a minimum, address notification to the Postal Service of any security breach. If the contract does not include a security plan at the time of contract award, it must be added within 60 days after contract award.

(4) Breach Notification. If there is a breach of any nature in the security of Postal Service data, including customer or employee data, the supplier must follow the breach notification requirements included in the security plan discussed in (3) above. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.

(5) Legal Demands for Information. If a legal demand is made for Postal Service customer or employee information (such as by subpoena), the supplier must immediately notify the contracting officer and the nearest office of the Postal Inspection Service. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the supplier may, with the written permission of the contracting officer, release the information specifically demanded.

c. Online Assistance. If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations in subparagraph b(1) above relating to ad banners, buttons, or links, and the use of cookies, web beacons, or other web analysis tools. Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's Chief Privacy Officer.

d. Marketing E-Mail. If the supplier assists the Postal Service in conducting a marketing e-mail campaign, the supplier does so as an agent of the Postal Service and must adhere to the Postal Service policies set out in Postal Service Management Instruction AS-350-2004-4, Marketing E-mail. Suppliers wishing to conduct marketing email campaigns to postal employees must first obtain the prior written approval of the contracting officer.

e. Audits. The Postal Service may audit the supplier's compliance with the requirements of this clause, including through the use of online compliance software.

f. Indemnification. The supplier will indemnify the Postal Service against all liability (including costs and fees) for damages arising out of violations of this clause.

g. Flow-down. The supplier will flow this clause down to subcontractors that would be covered by any portion of this clause if they were the supplier.

CLAUSE 1-6 CONTINGENT FEES (MARCH 2006)

a. The supplier warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies employed by the supplier for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability or to deduct from the contract price or otherwise recover the full amount of the commission, percentage, brokerage fee, or contingent fee.

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 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.

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

During the term 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 2-38 PAYMENT (TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS) (MARCH 2006)

The Postal Service will pay the supplier as follows upon submission of invoices or vouchers approved by the contracting officer:

Hourly Rate

The amounts will be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number or direct labor hours performed. The rates will include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour will be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals if approved by the contracting officer). The supplier will substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the contracting officer. Promptly after receipt of each substantiated voucher, the Postal Service will, except as otherwise provided in this contract, and subject to the terms of paragraph e below, pay the voucher as approved by the contracting officer.

Unless otherwise prescribed in the Schedule, the contracting officer will withhold five percent of the amounts due under this paragraph a, but the total amount withheld may not exceed \$50,000. The amounts withheld will be retained until the execution and delivery of any required release by the supplier.

Unless the Schedule prescribes otherwise, the hourly rates in the Schedule must not be varied by virtue of the supplier having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the contracting officer, overtime rates may be negotiated. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the contracting officer.

Materials and Subcontracts

Allowable costs of direct materials will be determined by the contracting officer in accordance with the Conduct Price/Cost Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources of the Postal Service Supplying Practices in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate.

The actual costs of subcontracts that are authorized under the Subcontracts clause of this contract are reimbursable; provided, they are consistent with subparagraph 3 following.

To the extent possible, the supplier must:

Obtain materials at the most advantageous prices available, with due regard to securing prompt delivery of satisfactory materials; and

Take all available cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the supplier will promptly notify the contracting officer and give the reasons. Credit will be given to the Postal Service for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the supplier, or would have accrued except for the fault or neglect of the supplier. The benefits lost without fault or neglect on the part of the supplier, or lost through no fault of the contracting officer, will not be deducted from gross costs.

Total Cost It is estimated that the total cost for performing this contract will not exceed the ceiling price set forth in the Schedule, and the supplier agrees to use its best efforts to perform the work within this ceiling price. Whenever the supplier has reason to believe that the hourly rate payments and material costs that will accrue in performing the contract in the next 60 days, if added to all other payments and costs previously accrued, will exceed the ceiling price, the supplier must notify the contracting officer, giving any revised estimate of the total price for performing this contract, with supporting reasons and

documentation. Whenever the supplier has reason to believe that the total price for this contract will be greater than or substantially less than the then stated ceiling price, the supplier must notify the contracting officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. Whenever the Postal Service has reason to believe that the work required will be greater than or substantially less than the then stated ceiling price, the contracting officer will advise the supplier, giving a revised estimate of the total amount of effort to be required under the contract.

Ceiling Price. The Postal Service is not obligated to pay the supplier any amount in excess of the ceiling price in the Schedule, and the supplier is not obligated to continue performance if to do so would exceed the ceiling price, until the contracting officer notifies the supplier in writing that the ceiling price has been increased, specifying a revised ceiling price for performance under the contract. When the ceiling price is increased, any hours expended or material costs incurred in excess of the ceiling price before the increase will be allowable to the same extent as if expended or incurred afterwards.

Audit. At any time or times before final payment, the contracting officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made will be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the contracting officer not to have been properly payable and will also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the supplier as the completion voucher or completion invoice and substantiating material, and upon compliance by the supplier with any required release and all other terms of this contract, the Postal Service will promptly pay any balance due. The completion invoice or voucher, and substantiating material, must be submitted by the supplier as promptly as practicable following completion of the work under this contract, but in no event later than one year (or such longer period as the contracting officer may approve in writing) from the date of completion.

CLAUSE 2-48 MOST FAVORED CUSTOMER PRICING (MARCH 2006)

During the term of this contract, prices for the goods and services required under this contract must be the equal to or lower than those offered the most favorable customer for similar quantities under comparable terms and conditions. When requested by the contracting officer, the supplier must show that the prices offered the Postal Service match or are less than those offered the supplier's most favored customers for those quantities under those terms and conditions, and such pricing data must be available for review by the Postal Service throughout the term of the contract. Any price reductions offered to other customers must be offered to the Postal Service if similar item quantities are involved.

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, 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.

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

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

(1) The contracting officer;

(2) The surety or sureties upon any bond; and

(3) The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment

in writing.

(4) Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Changes

(1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:

(a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;

(b) Statement of work or description of services;

(c) Method of shipment or packing;

(d) Places of delivery of supplies or performance of services;

(e) Delivery or performance schedule;

(f) Postal Service furnished property or facilities.

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

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

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

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

d. Reserved

e. Reserved

f. Reserved

g. Invoices

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

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

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

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

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

(b) Unique invoice number and invoice date;

(c) Any applicable task or delivery order number;

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

- (e) The point of shipment or delivery;
- (f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;
- (g) Shipping and payment terms, including GBL number if applicable; and
- (h) Any additional information required by the contract.

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

i. Payment

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

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

- 1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;
- 2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.

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

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

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

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

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

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

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

r. Order of Precedence. Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws Unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) Form 8203; (8) other documents, exhibits, and attachments, and (9) the specifications.

s. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu>. The following clauses are incorporated in this contract by reference:

- 1) B-1, Definitions
- 2) B-9, Claims and Disputes
- 3) B-15, Notice of Delay
- 4) B-16, Suspensions and Delays
- 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 (MARCH 2006)

a. Incorporation by Reference

(1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://www.usps.com/purchasing/purchasingpubs/pubsmenu.htm>. 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 if 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 (March 2006)
- (14) [] Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)
- (15) [] Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)

b. Examination of Records.

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
 - (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
 - (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification.
 - (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.

CLAUSE 4-4 NONDISCLOSURE (PROFESSIONAL SERVICES) (MARCH 2006)

The supplier acknowledges that confidential information might be generated or made available during the course of performance of this agreement. In addition to the restrictions on disclosure established under the supplier's code of ethics, the supplier specifically agrees not to disclose any information received or generated under this contract, unless its release is approved in writing by the contracting officer. The supplier further agrees to assert any privilege allowed by law and to defend vigorously Postal Service rights to confidentiality.

CLAUSE 4-5 INSPECTION OF PROFESSIONAL SERVICES (MARCH 2006)

a. The contracting officer may, at any time or place, inspect the services performed and the products, including documents and reports. No matter what type of contract is employed, and in addition to any specific standards of quality set out in this agreement, the contracting officer may reject any services or products that do not meet the highest standards of professionalism. No payment will be due for any services or products rejected under this clause.

b. Acceptance of any product or service does not relieve the supplier of the duties imposed by supplier's code of professional ethics, and the supplier remains liable for the period allowed under federal law for claims by the United States, for any errors or omissions occurring during performance.

CLAUSE 4-6 INVOICES (PROFESSIONAL SERVICES) (MARCH 2006)

In addition to the information required elsewhere in this agreement, all invoices for services under this agreement must indicate in detail the following:

- Person performing service each day by hour and part of an hour.
- Services performed each day by hour and part of an hour.
- Rates and charges for each service so detailed.
- Individual expenses charged, if allowed under this agreement.
- Minimum charges for portions of an hour may be allowed, if such a charging practice has been disclosed before award of this agreement.

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 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 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 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 (MARCH 2006)

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, 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 or 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 \$25,000 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 supplier's 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 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 Supplier's Own Organization. This means employment openings for which no consideration will be given to persons outside the supplier's 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 veteran's 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 in 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 \$25,000 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.

l. The supplier must include this clause in every subcontract or purchase order of \$10,000 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.

TRAVEL CLAUSE

Travel required of and performed by the supplier in direct performance of this contract will be reimbursed in accordance with the *U.S. Postal Travel and Relocation Handbook (F-15)* and is available upon request from the Contracting Officer's Representative (COR) or at <http://www.usps.gov/cpim/ftp/hand/fl15.pdf>. Travel costs may include transportation, subsistence, and lodging.

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

<u>Attachment No.</u>	<u>No. of Pages</u>	<u>Attachment Title</u>
1	7	Statement of Work
2	5	Proposal Preparation Instructions
3	2	Evaluation Proposal Factors

ATTACHMENT 1

Statement of Work

Strategic Messaging Services

1.0 BACKGROUND

The U.S. Postal Service (USPS) has long been a trusted institution by the public and is viewed as a common thread in the lives of many Americans. The Corporate Communications (CC) Department is responsible for the Postal Service's public communications policies, programs, and functions, both internally and externally. To that end, CC responds to news media inquiries and provides information about the Postal Service to the public, as well as plans, approves, and manages the public relations effort for the Postal Service.

The U.S. Postal Service is currently faced with the challenge of responding to various communications events, which can impact the American public, postal operations, postal personnel and the overall security of the U.S. mail. It is very important that the Postal Service utilize strategic messaging and communication vehicles to present on-going corporate policies and positions to the American public and postal employees as well as prepare responses to various events.

2.0 CORPORATE COMMUNICATIONS DEPARTMENT

The Corporate Communications Department is directed by the Vice-President of Corporate Communications. Subordinate organizations reporting to the Vice-President are Communications and Strategy & Integration, Public/Media Relations and Creative/Production/Brand Equity Offices. It is Postal Service policy to communicate postal information and management objectives to employees, customers, suppliers and other stakeholders to promote understanding, build and improve relationships and increase revenues. To that end, the department communicates information, management policies, and objectives to employees through direct mail, official publications, workroom posters, news announcements, video programs, graphic displays and a variety of other media.

3.0 CORPORATE COMMUNICATIONS MISSION

The Corporate Communications Department is tasked with providing a broad range of messaging support for the Postal Service. A general description of duties is categorized below. As directed, the supplier may be required to provide key personnel in support of these activities.

3.1 Communications with the Public/Headquarters

The Postal Service is responsible for providing information about the postal system to the public. The Vice-President of Corporate Communications is responsible for the Postal Service's public communications policies, programs, and functions. The vice president of the department ensures that the staff:

- Responds to news media inquiries and provides information about the Postal Service to the public.
- Plans, approves, and manages the public affairs effort for the Postal Service.
- Advises the Postmaster General (PMG) and officers on actions necessary to keep the public well informed on postal policies and programs.

2.2.2 Public/Media Relations Office

The Public/Media Relations office will provide full and accurate information about the postal system to the public. Corporate Communications develops and maintains a relationship with the news media. This office is responsible for developing policy and guidance to postal spokespersons to build and cultivate relationships with the news media. Public/Media Relations issues announcements and news releases, conducts news conferences, and responds to media inquiries. All national level inquiries from the news media must be referred to the Public/Media Relations. Regarding local media relations, vice presidents of Area Offices, district managers, postmasters, and other facility managers are responsible for local media relations in their jurisdictions. Postal field managers must contact the Corporate Communications field managers for guidance in conducting media relations.

2.2.3 Communications Strategy & Integration Office

The Communications Strategy & Integration Office will be responsible for the Integrated Strategic Communications Plan, the Corporate Communications Intelligence Library, Web and internal social media strategies, updating/developing strategic communications policies, speechwriting, coordinating issues with our field staff, Stamp publicity, Benjamin Awards, Annual Reports, internal newsletters and publications. The Postal Service must use aggressive media placement, product publicity, and constituency building to foster market conditions favorable to the use of postal products and services and to enhance its overall image. This office helps to develop policy and implements publicity campaigns at the national level. It serves as a consultant to the other functional areas of the Postal Service, working with them to develop and implement publicity plans.

3.0 COMMUNITY RELATIONS

As a nationwide service agency of the federal government, the Postal Service must maintain good relations with the communities it serves and seek community understanding and support of postal actions and programs. This office develops policy and provides guidance to postal managers with regard to community relations activities in their localities, as well as activities designed to gain community support for postal actions with special local impact. When Postal Service actions have special community impact, Headquarters organizations with responsibility for the action must give advance notice to Corporate Communications. Corporate Communications makes timely announcements of the actions to the public and ensures that necessary local community relations activities are undertaken. Examples of actions that affect communities and require advance notice to Corporate Communications include the following:

- Local and national mail service standards and changes,
- Construction of new postal facilities,
- Environmental issues and improvements,

- Mail automation/processing or mechanization changes,
- Publicity for market tests.

3.1 Corporate Communications Field Offices

The field managers are responsible for the functional guidance to support national, area, district, plant, and local communications policies and programs. These managers report directly to Corporate Communications at Headquarters. The managers advise the performance clusters, including vice presidents of the Area Office, district managers, plant managers, and postmasters of actions necessary to support postal communications policies and programs by doing the following:

- Advising the performance clusters and other field managers of actions necessary to support the postal communications policies and programs.
- Ensuring that performance clusters and other field managers support Postal Service public communications.

3.2 Field Spokespersons

Vice Presidents of Area Offices, district managers, plant managers, and postmasters are often, the principal local spokespersons for the Postal Service on all matters of interest to customers and the community. Corporate Communications, through the field managers, provides functional communications guidance and direction to other functional organizations in the Postal Service.

3.3 Creative/Production/Brand Equity

This office is responsible for Brand Equity, USPS TV, video messaging, intranet web design, all publishing through Information Policies and Procedures, Forms design, Photography, TV/radio, visual media and creative design work.

4.0 GENERAL WORK TASKS

The supplier will provide personnel to support the Postal Service's office of Corporate Communications in their mission as described in this statement of work. As a result of performance under this contract, expertise shall be provided to and for the accomplishment of the following for both Headquarters and Field Offices as directed by the Contracting Officer's Representative (COR):

- Provide Strategic Planning and Communications Counsel to the Postal Service leadership as it presents on-going corporate policies and positions to the American public and postal employees
- Provide advice or assistance, as directed, in the development and/or implementation with specific messaging that would be directed to or in response to inquiries from various individuals, business entities, stakeholders, etc. Services may be required to support Postal Service Headquarters or Field organizations.
- Advise and assist senior postal personnel with the development of strategic messaging related to the Postal Service's response to crisis events (natural

disasters, crimes against the Postal Service, terrorism, etc.) that are or could be a threat to the operations and security of the U.S. Mail. If required by the Postal Service, the supplier may be tasked to provide support and/or implementation of strategic messaging in response to such events.

- The supplier may be required to develop strategic messaging across the requirements in this statement of work that will be effective in dealing with audiences, including but not necessarily limited to, legislators, appropriate media representatives, mailer and other appropriate organizations, individual customers, union and management organizations, and the general public. The supplier will coordinate with Postal Service staff, such as the Government Relations Department and other Postal organizations as necessary in order to develop and/or assist in implementation of the necessary strategic messaging.

During performance of the contract, the supplier will be required to provide feedback and assessment of messaging efforts.

5.0 STRATEGIC PLANNING AND COUNSEL

The primary focus of this statement of work is the delivery of strategic planning and counsel for communications support to the Postal Service. The supplier will be required to provide personnel support to assist the Postal Service as we develop, implement, monitor and adjust communications' plans and messaging in support of various strategic initiatives across the Postal Service. This support may include tasks similar to the following:

- Identification, development and implementation support of various communications alternatives for various postal issues including Universal Service Obligation (USO), mail monopoly, competitive and non-competitive products, pricing flexibility, sustainability, Shipping Services, Flat Sequence Sorter, and organizational design and structure.
- Reviewing communications issues from an external perspective and advise how other companies have tackled and resolved similar issues/opportunities.
- Conduct or participate in planning sessions for the development of communication plans and establishing priorities and the method of delivery on new unforeseen topics and issues. These sessions may be in support of various Postal Service organizations.
- Reviewing and analyzing data and information to identify potential trends and opportunities that affect the Postal Service, both in short and long-term and providing recommendations for messaging strategy and tactics for the future.
- Assisting Corporate Communications to define and refine corporate positioning/brand and related messaging on a consistent basis.
- Provide personnel support for select programs or issues.
- Assisting with the development and/or delivery of in-house training and education sessions related to public relations and communications. Training may be delivered

to groups or individuals. These training sessions may assist with the Postal Service's messaging response to a single issue or the training session may be designed to educate and train individuals in dealing effectively with the media.

- Assess USPS communications needs and determine its progress and effectiveness. The supplier may be required to conduct research and measurement as a part of this assessment.

6.0 CRISIS RESPONSE SUPPORT

Events over the past decade illustrate the continuing need for the Postal Service to anticipate and prepare for crisis situations. The Postal Service has developed operational procedures that, when employed during time of crisis, allow the organization to manage the situation while ensuring the safety of employees. These existing crisis scenarios anticipate and plan for a number of different situations, ranging from the occurrence of natural disasters to the discovery of dangerous biohazards.

The Postal Service must equally be prepared to handle essential communications during crises so that the organization can effectively update first responders, law enforcement, mass mailers, unions, employees, customers, and the media about the situation at hand and how it affects their safety or business operations.

As required, the supplier may be required to assist the Postal Service with the following communications activities related to in response to a crisis:

- Design, develop and deliver communications training session for spokespeople in headquarters and field offices around the country to better communicate during crisis situations.
- Establish areas of jurisdiction regarding communications with local offices and government agencies.
- Establish crisis communications timeline and activities.
- Develop messaging for crisis situations.
- Identify potential experts and credible third parties.
- Establish communications tactics.
- Expedite internal communications process during the time of crisis.
- Facilitate interactions with the Department of Homeland Security and other relevant agencies.
- Develop after-action report.

7.0 POSTAL ACCOUNTABILITY AND ENHANCEMENT ACT 2006

In the Transformation Plan, the Postal Service clearly indicates that it intends to practice self-reform and look for opportunities to be a more fiscally responsible and business-like. As the Postal Service complies with Postal Accountability and Enhancement Act 2006, issues of public policy discussions may require supplier's assistance in appropriately positioning the Postal Service's point of view to various stakeholders. The supplier will provide advice and assistance as necessary on the convergence of constituency relations, media tactics and organizational positioning as needs arise. The supplier may be required to support various Postal Service organizations as they implement initiatives stemming from the reforms offered by this law. This may require the supplier to provide communications

support on a variety of business or operational activities necessary to enhance our position relative to our competitors or enhance our position relative to an event or series of circumstances affecting the organization. Through the direction of the Contracting Officer's Representative (COR), the supplier may be required to provide communications support to other than Postal Service organizations on matters related to the Postal Accountability and Enhancement Act of 2006 or other business or operational activities undertaken by the Postal Service.

8.0 LICENSING

The Postal Service's licensing group is working on a more robust and closely coordinated licensing program. The overall challenge is to achieve the balance between protecting and enhancing its brand, patents and trademarks, identifying sound licensing business opportunities, and credibly communicating the program among various audiences, both internal and external.

As we experience a period of declining mail volumes and revenue, the Postal Service must increase commercialization and generate new sources of revenue. The Postal Service's traditional constituencies must understand the licensing opportunity in this context.

The supplier may be tasked to provide an overarching communications strategy and plan for positioning this program and the significant product launches associated with it to all relevant internal and external constituencies. The contractor will also provide counsel and support to various aspects of the program as the licensee-Postal Service team dynamic gains stability and forward momentum. The communications goals are as follows:

- Establish and maintain excitement and momentum for overall licensing program.
- Boost the volume and reach of every significant launch, effectively positioning with trades, business and consumer media.
- Create employee awareness and anticipation of licensing products availability.
- Link licensing program to overall brand and revenue enhancement strategies positioning this effort with internal and influencer audiences.

9.0 PERIOD OF PERFORMANCE

The period of performance for the required services will be for two (2) years with three (3) one-year options, effective January 1, 2009.

10.0 TASK ORDERS/DELIVERABLES

During the performance of this contract, the supplier will be required to provide advice and assistance as necessary to meet the requirements of the contract. Ad-hoc consulting work will be done on an "as-needed" basis at the agreed upon rates established in this contract.

Specific subject tasks will be developed by the Contracting Officer's Representative and agreed upon in terms of schedule, cost and deliverables before work will commence. Copies of mutually agreeable task orders must be provided to the Contracting Officer and the Contracting Officer's Representative before work can commence. Any specific messaging, briefings, or documents prepared to meet the objectives of the contract will become the property of the Postal Service. During performance, the supplier will not exceed

the dollar amount of the contract without the prior approval of the contracting officer. The supplier will notify the contracting officer any time that current expenditures exceed 80% of the current contract value.

11.0 TRAVEL

All travel related to this contract will be in accordance with the U.S. Postal Service Travel and Relocation Handbook (F-15). All travel will be itemized on the invoice and substantiated with receipts. (Local travel will not be reimbursed).

ATTACHMENT 2**Proposal Preparation Instructions
Strategic Messaging Services**

The offeror must respond to the solicitation by providing a written proposal that is in the form as described in this section. All bid and proposal costs are at the offeror's expense. Award of a contract from this solicitation is subject to the availability of funding. The USPS anticipates the award of a Time and Materials contract. The initial period of performance for the contract will be a 24 month base period with three one-year option periods. Should the USPS exercise the options, the supplier will be required to provide continued services and support as defined in the statement of work. (Offerors will submit separate volumes for their proposal submission.

Volume I – Technical Proposal (Submit 1 original and 7 copies)

Volume II – Business (Price) Proposal (Submit 1 original and 7 copies)

Volume I – Technical Proposal Instructions

The Technical Proposal must describe how the offeror will accomplish the requirements detailed in the statement of work and will include specific information as detailed in the Technical Proposal Instructions. The Technical Proposal will not contain any pricing information as described in Volume II (hourly labor rates, indirect cost rates, fees, etc).

The Technical Proposal must address the following three areas: Past Performance, Technical Approach and Supplier Capability. These three areas also represent the identification of the performance evaluation factors. Offerors must provide a written proposal that will not exceed 35 pages in length (excluding resumes and personnel qualifications) and must be single sided and single spaced, on 8 ½" X11" paper, exclusive of cover letter and tabs. All written material will be printed using Arial, 12-point type with 1-inch margins. The Technical Proposal will be a separate volume from the Pricing Proposal.

Cover Letter

This is the letter of transmittal. The cover letter must be prepared on the offeror's letterhead and must specifically identify the USPS solicitation number and be signed by a person legally authorized to represent and bind the offeror. The cover letter must include a statement specifying: (1) the offeror's agreement with all conditions of this solicitation; (2) to provide all services specified in the statement of work subject to the offeror's proposal; and (3) to hold all prices in its offer firm for a period of not less than 120 calendar days from the date specified for receipt of offers.

Table of Contents

The proposal must include a Table of Contents that identifies at a minimum the major sections included in each part, and the page number reference for the parts and sections, including any attachments or exhibits. The major sections of the technical proposal will be submitted according to the sections and the order presented below.

Section 1 - Technical Approach

The offeror must demonstrate a clear understanding of the requirements of the Statement of Work and present a sound approach to meeting the various requirements and standards. The offeror's proposal must be sufficiently detailed to demonstrate their expertise and ability to successfully provide the services. The offeror's approach should demonstrate their understanding must describe their capabilities to provide the communications services required in this statement of work.

The offerors will provide their understanding and approach for the sections of the Statement of Work in their proposal under the heading of Technical Approach. Offerors must address the requirements of each of the sections of the statement of work listed below, and identify the section with the appropriate titles. Offerors must follow the order of the sections presented below. Individual pages must contain page numbers.

2.0 Corporate Communications Department

3.0 Public Affairs and Communications – Describe your approach to supporting each of the following Postal Service groups to assist them in meeting their mission). (Refer to the Statement of Work, Attachment 1, for detailed explanation of the following Postal Service groups).

4.0 General Tasks

5.0 Strategic Planning

6.0 Crisis Response Support

7.0 Postal Accountability and Enhancement Act

8.0 Licensing

Section 2 - Management and Staffing

- Offerors must provide a Management and Staffing Plan that would be used to provide personnel to meet the various requirements of the statement of work. Offerors must designate their proposed project manager along with a description of the lines of authority and responsibility necessary for the control and efficient utilization of the offeror's personnel. Offerors must designate by name and provide a detailed description of the qualifications and experience of the individual(s) designated to provide direct strategic communications support to the Postal Service Vice-President, Corporate Communications. These individual(s) will be designated as Key Personnel under the terms of the contract. Offerors must also include the labor categories, proposed names (if available) and the

qualifications and experience of other individuals who will perform tasks in relation to the applicable requirements in the statement of work. Offerors must include in their management and staffing plan how they would support the Postal Service in quickly providing staff in an emergent crisis situation.

Section 3 - Past Performance

- Offerors must provide a list of current or former customers to be used as references. The past performance information must be for work performed under contracts within the last five (5) years. Include information for three (3) separate clients that demonstrate relevant past performance to this solicitation by providing references for services performed that are similar in size, scope, and complexity as described in this solicitation.
- Offerors must provide information for each of the three (3) contracts with whom the USPS may contact independently to discuss services provided by the offeror. To facilitate the submission of this information, please use the following format and include the following:

Past Performance Information for Each Reference:

Program Name:

Customer Name:

Customer Address Street:

City/State:

Zip:

Customer Points of Contact for the Program:

Name:

Title:

Organization:

Address:

Telephone Number:

Facsimile Number:

Email address:

Contract Type:

Period of Performance Start Date:

Scheduled Date:

Actual Completion Date:

Explanation of Delay if applicable and corrective action implemented:

Explanation of any quality control problems and corrections implemented:

Explanation of any quality control problems and corrective implemented:

Program Description: Describe or cross reference the program in relation to the USPS requirement by subsections of the statement of work as applicable.

- Offerors must include information that demonstrates the offeror has provided services that are similar in size, scope and complexity as the requirements in the solicitation. This must include information that describes and provides examples

of your company's experience in providing strategic communications support to Fortune 500 companies and/or Federal or State governments.

- Offerors should address their prior efforts in terms of delivering communications support that enhanced their clients positioning in the market or enhanced the organization's positioning relative an event or a series of circumstances confronting the organization.
- Offerors must describe and provide examples of your company's experience in providing crisis communications services when organizations have been faced with events such as hurricanes, natural disasters, workplace violence, terrorism, business, operational or financial crises, etc. If necessary, relevant past performance information by an offeror's subcontractor may be provided.

A statement must be provided that states the offeror to this solicitation was the prime contractor for the services provided for the listed references. If not the prime contractor, the offeror must provide the prime contractor's contact information.

Subcontractors used on projects: (Provide list of subcontractors, role, and estimated percentage of cost of the subcontractor(s) in relation to the total value of the contract):

Benefits or Return-On-Investment (ROI) to the client for the services provided by the offeror:

If offerors have provided communication services to any federal government agencies, that information must be provided with the proposal, even if the offeror is not using the federal agency as a past performance reference.

Section 4 - Special Instructions

Offerors must disclose if they have any current contracts with competitors (entities or clients involved in the shipping industry) of the Postal Service. Offerors must describe the services provided to such competitors and describe how they would mitigate any potential conflict of interest. If the Postal Service determines that any potential conflicts of interest exist that cannot be mitigated to our satisfaction, the Postal Service reserves the right to disqualify the offeror from further consideration in the evaluation process.

Volume II Business (Price) Proposal

The contract pricing proposal must be organized as outlined below. All pages must be sequentially paginated. Offerors should provide pricing per these general instructions, instructions contained in any applicable solicitation provisions as well as any specific instructions for each section or line item. The Business Price Proposal must contain a narrative description detailing the methodology used to arrive at the pricing so that the USPS can clearly understand and evaluate the pricing presented.

The Business Proposal must contain the following:

1. A completed and signed original PS Form 8203. The PS 8203 must be signed by a

representative of the firm that is authorized to legally bind the firm.

2. Include signed amendments to the solicitation, if any.
3. Include completed Representations and Certifications (see Provision 4-3).
4. Offerors must identify all prices and costs per the instructions. The Offeror, at a minimum, must submit a price proposal that provides sufficient detail to allow the USPS to complete a price analysis to establish the reasonableness of the proposed costs. This information will be provided for the base period and the option years. In addition, offerors must submit narrative information as necessary to explain their pricing methodology.

If a subcontractor is proposed, the prime contractor must provide sufficient information for the Postal Service to determine the reasonableness of the subcontractor's pricing. This determination may be made by price analysis, cost analysis, or a combination of both. The proposal must provide sufficient information to support USPS review. Offerors must disclose their pricing methodology for subcontracting, including the application of any rates to the subcontracted costs.

For each year of the contract, including the option years, offerors must provide a chart depicting the labor category name and the hourly bill rate for that labor category.

Other Instructions:

As a part of the evaluation process, respondents may be requested to provide an oral presentation of their proposals, in person, at a location to be determined.

Questions and requests for clarification or additional information concerning this solicitation must be submitted no later than 1:00 pm Eastern Standard Time (EST), October 7, 2008 via mail to Elizabeth Murphy at the following address or email address:

Elizabeth Murphy
United States Postal Service
Professional, Printing & Creative Services
475 L'Enfant Plaza, SW, Room 4131
Washington, DC 20260-4131, or email to: elizabeth.e.murphy@usps.gov

Proposals must be received at the above addresses no later than 1:00 P.M. Eastern Standard Time (EST), October 29, 2008.

ATTACHMENT 3

Proposal Evaluation Factors

Strategic Messaging Services

The performance evaluation factors listed below are shown in descending order of importance:

Technical Approach

Management and Staffing

Past Performance

When compared individually, the evaluation factor, Technical Approach is more important than either of the factors, Management and Staffing or Past Performance. When combined, Management and Staffing and Past Performance are equal to Technical Approach. Management and Staffing is slightly more important when compared individually to Past Performance.

Price will be evaluated separately from the performance evaluation factors. The offeror's technical proposal and the corresponding performance evaluation factors are more important than price however, the USPS will not make an award for a significantly higher priced proposal that provides minor or marginal increases in performance. The USPS may make an award without discussions therefore; the offerors should present their best response with their proposal submission. The performance evaluation factors are discussed in more detail below.

I. Technical Approach

The USPS will evaluate the offeror's demonstrated understanding of the various requirements of the statement of work. The USPS will evaluate the degree to which the offeror's approach will meet the requirements to provide the required communication services as detailed in the USPS statement of work.

II. Management and Staffing

The Postal Service will evaluate the proposed management and staffing plan to meet the various requirements of the statement of work. The Postal Service will evaluate the qualifications and experience of the individual(s) designated to provide strategic communications support to the Postal Service Vice-President, Corporate Communications. The Postal Service will evaluate the qualifications and experience of the individuals designated to provide crisis communications support to the Postal Service as well as the supplier's plan to quickly provide staff in an emergent crisis situation.

III. Past Performance

The USPS will evaluate the degree to which the past performance of the offeror, and if applicable, any proposed subcontractors, has successfully delivered the same or similar types of services as required by this statement of work. The USPS will evaluate the degree to which successful performance has occurred at a similar scale (in terms of similarity of work, contract dollars, complexity, size and scope of work) in other contracts. The USPS will evaluate the offeror's past experience in providing communications support services as described in this statement of work to an organization that is recognized on a national basis (e.g. Fortune 500 firms and/or Federal Government). The USPS will evaluate the offeror's record of conforming to contract specifications, quality of services, record cooperative business relations, commitment to customer satisfaction, experience in providing communications services, similar to the requirements in this statement of work, to clients that have nationwide recognition, adherence to contract schedules, and cost control including record of cost overruns and cost reduction. The USPS will contact references provided by the offerors and USPS will consider the references' responses as a part of the past performance evaluation.