



Floor Abatement & Upgrades

DALLAS, TX - P&DC

**Solicitation Number:** 482263-16-A-0132  
**Proposal Due:** 09/22/2016 03:00 PM CST  
**Project Number:** G40269

Issued By:  
SOUTHERN FCCMT  
7800 N STEMMONS FWY STE 700  
DALLAS, TX 75247-4223

Pre-proposal Meeting:

Date: 09/13/2016  
Time: 10:00 am  
Place: P&DC 401 DFW Turnpike  
Dallas TX 75260  
Room: TBD



## Solicitation Fixed Price Construction

**1. Solicitation Number:** 482263-16-A-0132

**Project Number:** G40269

**2. Solicitation Information**

a. Issue Date: Thursday 09/01/2016  
b. Return Date: Thursday 09/22/2016  
c. Return Time: 03:00 PM CST  
d. Contact: DARRON BANKS JR  
e. Telephone: 214-819-7223  
f. Email Address: Darron.Banks2@usps.gov

**g. Return to address:**

LYNNE W HALE  
PO BOX 667190  
  
DALLAS, TX 75267-7190  
Lynne.W.Hale@usps.gov

**Please use the Postal Service for your correspondence.**

**3. Issued by:**

SOUTHERN FCCMT  
7800 N STEMMONS FWY STE 700  
DALLAS, TX 75247-4223

**4. Project Name and Location:**

Floor Abatement & Upgrades  
DALLAS, TX - P&DC

5. Sealed offers (in 1 original and 1 signed copy) for furnishing the supplies or services described in this solicitation will be received at the place specified in 2g until the date and time (local time of the place specified) shown in block 2. All offers are subject to the provisions, representations, certifications, specifications and contract clauses which follow or which are incorporated by reference, whether or not all of such attached pages are returned with the offer.

**6. Notes to offerors:**

Clarification for Clause B-42 - The Contracting Officer WILL NOT require more than one superintendent for this project.

Clarification for Clause F-805 - The Contracting Officer WILL ALLOW the project superintendent to be the Project Safety Director for this project as long as that individual meets the qualifications required to be the Project Safety Director.

In reference to A.404 Equal Opportunity Affirmative Action Program (Provision 9-1)(March 2006), please designate whether your company \_\_\_ has, or \_\_\_ does not have 50 employees (total part-time and full time) including subsidiaries and affiliates. All offerors are required to select either has or does not have and to fill out section A.404 of the solicitation and return with their proposal.

For the award of this solicitation, price is more important than technical. However, the Postal Service may not necessarily make an award at the lowest price in order to achieve a small price savings if better value can be achieved with superior technical or management features.

Unless stated otherwise below (Block 7), this offer is good for 90 days from the proposal due date.

SEE ATTACHMENT 20 FOR ADDITIONAL NOTES TO OFFERORS

7. Acceptance: In compliance with this solicitation the undersigned offers and agrees, if this offer is accepted within \_\_\_ calendar days (90 calendar days unless a different period is inserted by the offeror) from the solicitation return date, to furnish any or all items upon which prices are offered at the same price set opposite each item, delivered at the designated point(s), within the time(s) specified in the solicitation.

Note: Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



## Offer and Award Fixed Price Construction

Facility DALLAS, TX - P&DC		Project Floor Abatement & Upgrades		
1. Contract Number		2. Solicitation Number 482263-16-A-0132	3. Project # G40269	4. Socio/Economic
5.a. Issued by SOUTHERN FCCMT 7800 N STEMMONS FWY STE 700 DALLAS, TX 75247-4223		5.b. For Information call ( <i>No Collect Calls</i> ) DARRON BANKS JR 214-819-7223 phone / 214-819-7223 fax Darron.Banks2@usps.gov		
6.a. Offeror/Contractor		b. Contact Name:		
		c. Telephone No:		
		d. Fax Number:		
		e. Email Address		
		f. TIN:		
		g. Parent TIN   Location:		
		TIN = Taxpayer Identification Number		
h. Remittance Name and/or Address: (if different from above)				
7. Delivery/Performance Requirements <b>See Section B</b>				
8. Items & Prices/General Description Requirement				
<p>The contractor will perform all work called for under this contract, including furnishing all materials, labor, and equipment for the Floor Abatement and Upgrades project at the P&amp;DC, Dallas TX 75260, in accordance with attachments, general requirements, specifications, and drawings.</p> <p>The contractor is responsible for solicitation documents including Section 6, Notes to Offerors and the Table of Contents, Pages i, ii, iii, iv, v</p> <p>Name of Job Site Superintendent: _____</p>				
Total: \$ _____ in words _____ Performance Time in Calendar Days: 90				
9. Optional Provisions/Clauses listed below are applicable to this contract:				
10. Billing Instructions (Submit Invoices To) DARRON BANKS JR 7800 N Stemmons #400 DALLAS, TX 75247-4217				
11. Contractor Signature:		Date:	12. US Postal Service Signature	Date:
Name of Person Authorized to sign		Name of Contracting Officer KEVIN M GAUGHAN		



# U.S. POSTAL SERVICE CONSTRUCTION FIRM-FIXED-PRICE CONTRACT

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## **SECTION A: INSTRUCTIONS TO OFFERORS AND SOLICITATION**

### **GENERAL INFORMATION**

#### **PROVISION 1-1: Supplier Clearance Requirements (March 2006) Modified (August 2016)**

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). This requirement applies to all of the contractors' employees who will be working anytime under this contract. This requirement also pertains to subcontractors and their employees who will work on site for a total of 61 days or more during each project. Verification of the number of days will be by certified payrolls. 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 and Clause F-102, if applicable, taking into account in their offices the time and paperwork associated with the screening requirements.

#### **PROVISION 1-4: Prohibition Against Contracting with Former Postal Service Officers or PCES Executives (March 2016)**

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 (April 2016)**

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 4-8: Pre-Proposal Conference (April 2016)**

- a. The Postal Service is planning a preproposal conference during which potential offerors may obtain a better understanding of the work required.
- b. Offerors are encouraged to submit all questions in writing at least five (5) calendar days before the conference. Questions will be considered at any time during the conference; however, offerors will be asked to confirm oral questions in writing. Subsequent to the conference, the Postal Service will distribute a written record of the conference to all prospective offerors that received the solicitation. If any clarifications arising from the conference constitute changes, an amendment to the solicitation will be issued.
- c. In order to facilitate conference preparations it is requested that the person named on the cover form of this solicitation be contacted and advised of the number of persons who will attend.
- d. The Postal Service assumes no responsibility for any expense incurred by an offeror prior to contract award.
- e. Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless changed by amendment. If the answers to the conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification before submitting an offer.
- f. The conference will be held:

Date: Tue Sep 13 2016

Time: 10:00:00 CDT

Location: Dallas P&DC 401 DFW Turnpike Dallas TX 75260

#### **PROVISION 7-1: Performance and Payment Bond Requirements (March 2006) Modified (August 2016)**

a. Any offeror selected for award of a contract as a result of this solicitation which is expected to exceed \$100,000 will be required to submit a performance and payment bond in the penal amount set forth below prior to contract award, and within the time required by the Contracting Officer.

1. The penal amount of a *performance* bond must equal 100 percent of the original contract price, and, if the contract price increases, an additional amount equal to 100 percent of the increase (when construction is NOT phased), unless otherwise directed by the Contracting Officer.

2. The penal amount of a *payment* bond must equal 100 percent of the original contract price, and, if the contract price increases, an additional amount equal to 100 percent of the increase (when construction is NOT phased), unless otherwise directed by the Contracting Officer.

3. Bond Schedule (when construction IS phased):



Where construction is to be phased, a performance bond equal to 100 percent and a payment bond equal to 100 percent of the value of the work must be provided prior to the commencement of the work covered under that phase or upon approval of final plans and specifications for the entire project, unless otherwise directed by the Contracting Officer.

b. The bonds must be executed on the Postal Service forms attached to this solicitation, and sureties must be acceptable to the Postal Service. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bonds may not exceed the underwriting limit stated for the surety on that list.

c. Contract award will not be made until the Contracting Officer receives both an executed performance and payment bond.

**PROVISION 7-4: Deposit of Assets Requirements (March 2016)**

a. Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the Postal Service in an amount set forth in the solicitation.

b. When assets are deposited, the offeror must execute the Postal Service bond form made a part of this solicitation. Failure to deposit assets acceptable to the Postal Service may be cause for termination of the contract for default.

**PROVISION 9-3: Notice of Requirement for Equal Opportunity and Affirmative Action(Fixed Price Construction) (August 2016)**

a. The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause.

b. The goals for minority and female participation, expressed in percentage terms for the supplier's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade: 18.2%

Goals for female participation for each trade: 6.5

c. These goals apply to all of the supplier's construction work performed in the covered area. If the supplier performs construction work in a geographical area located outside the covered area, the

supplier must apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices

may be obtained from the Office of Federal Contract Compliance Programs (OFCCP).

d. The supplier's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 must be based on (1) its implementation of the Equal Opportunity clause, (2) specific

affirmative action obligations required by the Affirmative Action Compliance Requirements for Construction clause, and (3) its efforts to meet the goals. The hours of minority and female employment

and training must be substantially uniform throughout the length of the contract, and in each trade. The supplier must make a good-faith effort to employ minorities and women evenly on each of its

projects. The transfer of minority or female employees or trainees from supplier to supplier, or from project to project, for the sole purpose of meeting the supplier's goals will be a violation of the

contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

e. The supplier must provide written notification to the Director, OFCCP, within ten working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work

under the contract resulting from this solicitation. The notification must list the:

(1) Name, address, telephone number, and employer's identification number of the subcontractor;

(2) Estimated dollar amount of the subcontract;

(3) Estimated starting and completion dates of the subcontract; and

(4) Geographical area in which the subcontract is to be performed.

f. As used in this notice, and in any contract resulting from this

solicitation, the covered area is Dallas County County in the state of Texas.

**F-PROVISION F-101: Pre-Construction Meeting (March 2016)**



The Postal Service may require the successful offeror to attend a pre-construction meeting. If required, it will be held prior to the start of any contract performance.

**F-PROVISION F-102: Applicability of Provisions (April 2016)**

All provisions contained in Section A: Instructions to Offerors and Solicitation will become an integral part of any contract resulting from this solicitation.

**F-PROVISION F-103: Direct Vendor/Pre-selected Sources (May 2016)**

- a. This solicitation identifies supplies or services for which a qualified or direct vendor requirement applies. With respect to those supplies or services, the contracting officer will consider only the proposals of offeror's who appear, or whose products appear, on the approved products list, qualified manufacturers list, or qualified offeror's list developed for this solicitation.
- b. Unless determined by the contracting officer to be in the Postal Service's best interests, this procurement will not be delayed in order to provide an offeror the opportunity to meet standards specified for qualification.
- c. The Postal Service reserves the right to reject any offer that does not comply with the requirements listed in the Division 1 or the solicitation.

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

**PROVISION 2-7: Brand Name or Equal (March 2016)**

- a. One or more items called for by this solicitation have been identified in the solicitation by a brand-name-or-equal product description. Proposals offering equal products will be considered for award if these products are clearly identified and are determined by the Postal Service to contain all of the essential characteristics of the brand-name products referenced in the solicitation.
- b. Unless the offeror clearly indicates in the proposal that the proposal is for an equal product, the proposal will be considered as offering a brand-name product referenced in the solicitation.
- c. If the offeror proposes to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished must be inserted in the space provided in the solicitation. The evaluation of proposals and the determination as to equality of the product offered will be based on information furnished by the offeror or identified in the proposal, as well as other information reasonably available to the purchasing activity. The purchasing activity is not responsible for locating or obtaining any information not identified in the proposal and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available, the offeror must furnish as a part of the proposal:
  - 1. All descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to establish exactly what the offeror proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or
  - 2. Specific references to information previously furnished or to information otherwise available to the purchasing activity to permit a determination as to equality of the product offered.
- d. If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offeror must:
  - 1. Include in the proposal a clear description of the proposed modifications; and
  - 2. Clearly mark any descriptive material to show the proposed modifications.

**Information on "Equal" Products**

Offerors proposing to furnish an "equal" product, in accordance with the Brand Name or Equal provision of this solicitation, must provide the following information on the offered product:

- a. Item Number: \_\_\_\_\_
- b. Manufacturer's Name: \_\_\_\_\_
- c. Address: \_\_\_\_\_
- d. Product Name (if any): \_\_\_\_\_
- e. Product Make, Model, or Catalog Description: \_\_\_\_\_

**PROVISION 3-1: Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (April 2016)**



All suppliers 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.

No sub-contracting plan is required with the initial proposal submittal

**PROVISION 4-1: Standard Solicitation Provisions (November 2007) (August 2016)**

- a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation. Offers may be submitted on PS Form 8203, *Order/Solicitation/Offer/Award*, letterhead stationery, or as otherwise specified in the solicitation. As a minimum offers must show:
  - 1. Solicitation Number;
  - 2. The name, address and telephone number of the offeror;
  - 3. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - 4. Terms of any expressed warranty;
  - 5. Price and any discount terms;
  - 6. "Remit to" address, if different than mailing address;
  - 7. A completed copy of the representations and certifications;
  - 8. Acknowledgment of Solicitation Amendments;
  - 9. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items, and other references (including contract numbers, point of contact, with telephone numbers, and other relevant information); and
  - 10. If the offer is not submitted on PS Form 8203, include a statement specifying the extent of agreement with all terms and conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation, may be excluded from consideration.
- b. **Business Disagreements.** Business disagreements may be lodged with the Supplier Disagreement Resolution Official (SDR Official) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>). The SDR Official will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Section 601. The SDR Official's decisions are available for review at <http://www.usps.com>.
- c. **Product Samples.** When required by the solicitation, product samples must be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples must be submitted at no expense to the Postal Service and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- d. **Multiple Offers.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- e. **Late Offers.** Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.
- f. **Type of Contract.** The Postal Service plans to award a \_\_\_\_\_ contract (*contracting officer insert type of contract*; see the Select Contract Type topic of the Develop Sourcing Strategy task of USPS Supplying Practices Process Step 2: Evaluate Sources) under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will \_\_\_ will not \_\_\_ be considered.
- g. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
- h. **Multiple Awards.** The Postal Service may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Postal Service reserves the right to make an award on any items for quantity less than the quantities offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- i. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices, and its date. The text of incorporated Provisions may be found at <http://about.usps.com/manuals/pm/welcome.htm>.

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

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

**PROVISION 4-9: Preparation of Proposals (Construction) (April 2016)**

a. **Type of Contract:** The Postal Service plans to award a Design Build Competitive Guaranteed Maximum Price contract under this solicitation and all proposals must be submitted on this basis.

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

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

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

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

Amendment	Date	Amendment	Date
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Offerors are expected to examine the drawings, specifications, and all provisions and instructions. Failure to do so is at the offeror's risk.

d. Each offeror must furnish the information required by the solicitation. The offeror must sign the proposal and print or type its name on the proposal and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal.

e. Proposals for supplies or services other than those specified will not be considered unless specifically authorized by the solicitation.

f. Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.

g. Proposals and modifications must be packaged separately and submitted in sealed envelopes or packages in the formats and quantities specified below:

(1) Offer and Award Form including Representations and Certifications: One (1) original and one(1) additional copies.

(2) Management Plan (if required in Section B.1500 – Attachments): One (1) original and one(1) additional copies.

h. Proposals and proposal modifications must:

(1) Be addressed to the office specified in the solicitation; and

(2) Show the time specified for receipt, the solicitation number, and the name and address of the offeror.

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

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

the best interests of the Postal Service.

k. *Incorporation by Reference*: Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause

number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>

The following provision(s) is incorporated in this solicitation by reference:

NONE

**PROVISION A-1: Restriction on Disclosure and Use of Data (March 2006) (August 2016)**

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

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

**F-PROVISION F-201: Prequalified/Non-Prequalified Contractors (April 2016)**

**PROVISION F-201 PREQUALIFIED/NON-PREQUALIFIED CONTRACTORS**

a. Prequalified or non-prequalified contractors must submit a Prequalification Package, Management or Technical Plan, or other documents requested by the Contracting Officer under this solicitation.



b. Prequalified Contractors: If entities or contractors have already been prequalified, the Postal Service will consider *only* proposals from those entities or contractors currently on the prequalified list as of the date of this solicitation.

**F-PROVISION F-202: Key Personnel (April 2016)**

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

	NAME	Title/Position	Phone #
1			
2			
3			
4			
5			
6			

**F-PROVISION F-203: Submission of Financial Statements (April 2016)**

If not already prequalified, or if prequalified, then at the request of the Contracting Officer, the offeror must submit the required financial statements with its Technical or Technical and Management Proposal. For the purposes of this provision, the term "required financial statement" is defined as the data which includes both the audited Balance Sheet and audited Income Statement covering each of the offeror's immediate past two fiscal years together with an interim report to as near the submission date as possible. These guidelines are to be observed:

**F-PROVISION F-204: Construction Cost Breakdown (April 2016)**

n/a

**EVALUATION AND AWARD**

**PROVISION 4-2: Evaluation (April 2016)**

a. General. The Postal Service will award one (1) or more contract(s) resulting from this request for proposal (RFP) to the offeror(s) whose proposal is deemed to provide the Postal Service best value, cost or price and other factors specified elsewhere in this solicitation considered. See also Section B.1500 – Attachments.

An offeror's proposal may be accepted in whole or in part. The required Financial Statement will be evaluated by the Purchase Financial Team. NOTE TO CONTRACTORS: In the event a determination is made a contractor is financially incapable of performing the requirements, no review of a firm's technical and price proposals will occur.

b. The Postal Service may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.

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

**F-PROVISION F-301: Contract Award and Proposal Evaluation (April 2016)**

a. Statements shall be prepared in accordance with "Generally Accepted Accounting Principles."

**REPRESENTATIONS AND CERTIFICATIONS**

**PROVISION 1-3: Domestic Source Certificate - Construction Material (March 2006) (August 2016)**



The offeror certifies that only domestic construction materials (as defined in the Preference for Domestic Construction Materials Clause 1-10 in Section B.400) will be used in the performance of this contract, except for foreign construction materials listed below:

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**PROVISION 4-3: Representations and Certifications (July 2016)**

**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.
- none of the above entities.

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

3. Is (check all that apply)

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

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

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

1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN: \_\_\_\_\_



3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.
4. Check this block if the offeror is owned or controlled by a parent company: \_\_\_\_\_
5. If the block above is checked, provide the following information about the parent company:

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

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

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

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

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

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

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

**C. Certificate of Independent Price Determination**

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

**D. Certification of Nonsegregated Facilities**

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

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

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





5. Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
2. The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's *Supplying Practices*). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.
6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

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

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

**PROVISION 8-2: Representation of Rights in Data (March 2006) (August 2016)**

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

Representation Concerning Data Rights

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

None of the data proposed for fulfilling the requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling the requirements qualify as limited rights data or restricted computer software and are identified as follows:

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b. "Limited rights data" and "restricted computer software" are defined in the contract clauses entitled Rights in Technical Data and Rights in Computer Software.

**PROVISION 9-1: Equal Opportunity Affirmative Action Program (April 2016)**

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

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

**F-PROVISION F-401: Authorized Negotiators (April 2016)**



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

	Name	Title/Position	Telephone #
1			
2			
3			
4			
5			
6			

## **SECTION B: THE CONTRACT**

### **THE WORK**

#### **CLAUSE 5-4: Certification of Cost or Pricing Data (July 2014) (July 2016)**

a. The supplier must submit a Certificate of Current Cost or Pricing Data, as contained in section 2-34.15 of the USPS Supplying Principles and Practices, when the contract action (including modifications) is valued at \$1 million or more and is made noncompetitively; when the goods and services are not commercially-available; and when fair and reasonable pricing cannot be determined by other means, such as price analysis. The certificate must be submitted as of the date of agreement on price or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

b. Before awarding any subcontract or pricing any subcontract modification, the supplier must require the subcontractor to submit cost or pricing data that is certified whenever cost or pricing data is required to be certified by the supplier under the circumstances described under paragraph a. above. The supplier will be responsible for requiring the subcontractor to submit cost or pricing data and ensuring it is certified. The supplier must retain the certificate it obtains from the subcontractor until three years after final payment under this contract or any longer period required by statute or other clauses in this contract.

#### **B-CLAUSE B-41: Conditions Affecting the Work (March 2016)**

The supplier is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or its costs. Any failure by the supplier to have done so does not relieve the supplier from responsibility for successfully performing the work without additional expense to the Postal Service. The Postal Service assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents before execution of this contract, unless such understanding or representations by the Postal Service are expressly stated in the contract.

#### **B-CLAUSE B-56: Shop Drawings, Coordination Drawings, and Schedules (March 2016)**

a. The contractor will submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Contracting Officer, as follows:

(1) Shop drawings include fabrication, erection, and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(2) Drawings and schedules, other than catalogs, pamphlets, and similar printed material, must be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to

the contractor which must furnish the number of additional prints, not to exceed ten required by the Special Conditions of the specifications. The contractor must submit shop drawings in catalog, pamphlet, and similar printed form in a minimum of four copies plus as many additional copies as the contractor may desire or need or for use by subcontractors.

b. Before submitting shop drawings on the mechanical and electrical work, the contractor must obtain the Contracting Officer's approval of lists of mechanical and electrical equipment and materials as required by the specifications.

c. The contractor will check the drawings and schedules and coordinate them (by means of coordination drawings with the work of all trades involved before submission), indicating approval on them. Drawings and schedules submitted without evidence of the contractor's

approval may be returned for resubmission. No extension of time in the schedule will be approved for resubmission of returned drawings.

d. Each shop drawing or coordination drawing must have a blank area of 5 by 5 inches, located adjacent to the title block. The title block must display:



- (1) Number and title of drawing;
- (2) Date of drawing or revision;
- (3) Name of project building or facility;
- (4) Name of contractor and (if appropriate) of subcontractor submitting drawing;
- (5) Clear identity of contents and location on the work; and
- (6) Project title and contract number.

e. Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings, and schedules must be submitted to the Contracting Officer, with a letter in triplicate, sufficiently in advance of construction requirements to permit at least 10 working days for checking and appropriate action.

f. Except as otherwise provided in paragraph g below, approval of drawings and schedules will be general and may not be construed as:

- (1) Permitting any departure from the contract requirements;
- (2) Relieving the contractor of responsibility for any errors, including details, dimensions, and materials; or
- (3) Approving departures from full-size details furnished by the Contracting Officer.

g. If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the contractor must describe the variations in the letter of transmittal. If acceptable, the Contracting Officer may approve any or all

variations and issue an appropriate change order. If the contractor fails to describe these variations, it is not relieved of the responsibility for executing the work in accordance with the contract, even though the drawings or schedules have been approved.

h. In addition to reproducible submissions, the contractor should submit a CADD system electronic file for all shop drawings, coordination drawings and schedules prepared with a CADD system compatible with the Postal Service CADD system identified by the Contracting

Officer.

#### **B-CLAUSE B-57: "As Built" Drawings (March 2016)**

a. Throughout the progress of the work, the contractor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the contract drawings made during the course of the work.

b. Upon completion of construction, the "as built" prints must be certified as to their correctness by the signature of the contractor and turned over to the architect-engineer of record for use in preparing a permanent set of "as built" drawings within thirty (30)

calendar days after completion of construction.

c. In addition to reproducible submissions, the contractor should submit a CADD system electronic file for these "as built" documents prepared with a CADD system compatible with the Postal Service CADD system identified by the Contracting Officer.

d. The contractor shall review the "As-Built" progress with the COR prior to agreement/approval of the monthly pay request. The Postal Service reserves the right to review "as built" documents at any time during the contract period.

e. Costs associated with the preparation and completion of the "as built" drawings shall be part of the contractor's GMP.

#### **B-CLAUSE B-58: Spare Parts Data (April 2016)**

a. The supplier must furnish spare-parts data for each different item of equipment furnished. The data must include a complete list of parts and supplies, with current unit prices and sources of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment, or specified to be furnished as part of the work order; and a list of additional items recommended by the manufacturer to ensure efficient operation for a period of 180 days at the particular installation.

b. The foregoing does not relieve the supplier of any responsibilities under the guarantees specified.

#### **B-CLAUSE B-61: Warranty (Construction) (April 2016)**

a. Unless otherwise provided in the specifications, the supplier warrants that all work is in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for one year after the date of beneficial occupancy or acceptance of the facility (whichever comes first) under this contract.



b. If, within the warranty period, the Contracting Officer finds that warranted work needs to be repaired or changed because the materials, equipment, or workmanship were inferior, defective, or not in accordance with the contract terms, the supplier must promptly and without additional expense to the Postal Service:

1. Place in a satisfactory conditions all of the warranted work;
  2. Satisfactorily correct all damage to equipment, the site, the building, or its contents that is the result of such unsatisfactory work; and
  3. Satisfactorily correct any work, materials, or equipment disturbed in fulfilling the warranty.
- c. Should the supplier fail to proceed promptly in accordance with the warranty, the Postal Service may have the work performed at the supplier's expense.
- d. The supplier must obtain each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of the business or trade. The supplier must obtain and furnish to the Postal Service all information required to make any such guarantee or warranty legally binding and effective, and must submit both the information and the guarantee or warranty to the Postal Service in sufficient time to permit the Postal Service to meet any time limit requirements specified in the guarantee or warranty or, if no time limit is specified, before completion and acceptance of all work under this contract.

**B-CLAUSE B-62: Samples (March 2016)**

a. After contract award, the supplier must furnish samples required by the specifications or by the Contracting Officer, for the Contracting Officer's approval. They must be delivered to the Contracting Officer or to the architect as specified or as directed. The supplier must

prepay all shipping charges on samples. Materials or equipment for which samples are required may not be used in the work until the Contracting Officer approves them in writing.

b. Each sample must be labeled to show:

1. Name of project building or facility, project title, contract number and contract number;
2. Name of supplier and (if appropriate) subcontractor;
3. Identification of material or equipment, with specification requirement;
4. Place of origin; and
5. Name of producer and brand (if any).

c. Samples of finish materials must have additional markings that will identify them under the finish schedules.

d. The supplier must mail under separate cover a letter, in triplicate, submitting each shipment of samples and containing the information required in paragraphs b and c above. The supplier must also enclose a copy of that letter with the shipment and send a copy to the Postal Service representative on the project. Approval of a sample is only for the characteristics or use named in the approval and may not be construed to change or modify any contract requirement. Substitutions are not permitted unless approved in writing by the Contracting Officer.

e. Approved samples not destroyed in testing will be sent to the Postal Service representative at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the

work must match the approved samples. Samples not destroyed in testing and not approved will be returned at the supplier's expense if the supplier so requests at the time of submission.

f. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Postal Service reserves the right to disapprove any material or equipment

that has previously proved unsatisfactory in service.

g. Samples of materials or equipment delivered on the site or in place may be taken by the Postal Service representative for testing. Failure of a sample to meet contract requirements will automatically void previous approvals of the item tested. The supplier must

replace materials or equipment found not to have met contract requirements, or there will be a proper adjustment of the contract price as determined by the Contracting Officer.

h. Except as otherwise specified, if tests are called for in the specifications, the supplier must pay all costs of these tests. When tests are not specifically called for in the specifications but are required by the Postal Service, the Postal Service will pay all costs of the tests and related engineering services unless the tests indicate that the workmanship or materials used by the supplier are not in conformance with drawings, specifications, approved shop drawings, or the approved materials. In this event, the supplier must pay for the tests, remove all work and material failing to conform, and replace with work and materials in full conformity. All tests pertaining to physical or chemical properties of materials must be made in a laboratory approved by the Contracting Officer.

**F-CLAUSE F-101: Statement of Work/Specifications (March 2016)**



- a. The supplier must furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified) to perform the statement of work/specifications incorporated by reference in Section B.1500.
- b. The attachments to the statement of work/specifications listed in Section B.1500 are hereby made a part of this contract.

**F-CLAUSE F-102: Contractor Screening Requirements (March 2016)**

- a. The contractor, its employees, consultants, and subcontractors and their employees are required to have access to occupied postal facilities, and if required by this contract, to postal information and resources (including postal computer systems).
- b. This requirement applies to all of the contractors' employees who will be working at anytime under this contract. The form (See Section B.1500 – Attachments) will be used for this requirement.
- c. This requirement also pertains to subcontractors and their employees who will work on site for a total of 61 days or more during each project. The form as provided in Section B.1500 – Attachments will be used for this requirement. Verification of the number of days will be by certified payrolls or other means as required. Clearance in accordance with *Administrative Support Manualis* required *before* that access will be permitted.
- d. The contractor must maintain supporting documentation for the drug screening tests, the criminal history inquiries and the completed forms, and have them available at any time for review by the U. S. Postal Service.

**F-CLAUSE F-103: Requirements for Verification of Measurements/On Site Documents (March 2016)**

- a. The contractor must keep at the site copies of the detailed scope of work and all drawings and specifications related to the contract and must at all times give the Contracting Officer and designated representative access to them.
- b. When the word "similar" appears on the drawings or the detailed scope of work, it has a general meaning and must not be interpreted as meaning identical, and all details must be worked out in relation to their location and connection with other parts of the work.
- c. In case of discrepancy either in figures, detailed scope of work, drawings, or specifications, and the matter must be promptly submitted to the Contracting Officer, who will promptly make determination in writing. Any adjustment by the contractor without such a determination will be at the contractor's own risk and expense. The Contracting Officer must furnish from time to time such detailed drawings and other information as may be necessary.
- d. The contractor must verify all dimensions shown of existing work, and all dimensions required for work that is to connect with work now in place, by actual measurement of the existing work. Any discrepancies between the detailed scope of work or the contract requirements and the existing conditions must be referred to the Contracting Officer before the Price Proposal Package is submitted by the contractor.

**F-CLAUSE F-104: Method (March 2016)**

- a. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced, as necessary for the performance of the contract work. Work that is replaced shall match similar existing work. Work remaining in place which is damaged or defaced by reason of work done under this contract shall be restored equal to the condition it was in at the time the Contractor commenced performance of work under this contract.
- b. The use of impact tools for cutting concrete or for installation of inserts and the use of power-activated tools will not be permitted in occupied buildings. Impact tools and power-activated tools may be used during non-working hours with written permission of the Contracting Officer's representative under this contract.
- c. Any items which are to be removed and not to be reused in this contract shall be removed from the project, and shall become the property of the Contractor, unless so noted to remain the property of the Postal Service, elsewhere in this contract.

**F-CLAUSE F-115: Fuel Storage Tanks (April 2016)**

- a. The contractor must install any new or close any existing above or underground fuel storage system(s), including associated ancillary components, in compliance with applicable federal, state and local laws and regulations and in accordance with postal requirements.
- b. All repairs, upgrades and installation of tank systems and ancillary components shall be compatible with existing systems and in compliance with applicable federal, state or local laws and regulations and in accordance with postal requirements.
- c. The contractor is responsible to register or apply for any new or amended operations or emissions permit required for above or underground storage tank(s) that store petroleum products or other hazardous materials in accordance with applicable regulations. The contractor must furnish all labor, materials and fees to



obtain the required registrations or permits. If applicable, the contractor shall provide a new or amended spill prevention, control and countermeasure (SPCC) plan in accordance to applicable regulations.

d. The contractor must provide the Contracting Officer a certification of installation demonstrating that the tank system has been properly installed, calibrated and precision tested in accordance with the manufacturer's recommendation, as well as applicable laws and regulations, as inspected and certified by a registered or licensed installer.

e. The contractor must provide the Contracting Officer, in triplicate, asbuilt drawings showing the exact location of the tank(s), piping and related systems, testing instructions for the system(s), test results, site photos, and equipment warranties and guarantees. The contractor shall provide training to postal personnel on the operations and maintenance of the system(s) including use and response to system alarms.

f. When removing existing systems that will not be replaced, the contractor must perform all work associated with system closure in accordance with applicable regulations. The contractor must be certified or licensed to close tank systems and shall be responsible for completing regulatory notification(s) required.

**F-CLAUSE F-121: Mechanization (April 2016)**

All terms and conditions of the contract shall also be applicable to Attachment 1 through Division 17-Mechanization, except that where differences occur, Division 17-Mechanization shall govern for Mechanization only. Technical requirements of Division 17 shall govern for Division 17 only and shall not supersede technical requirements of other sections of the Specifications.

**INSURANCE, BONDS AND RISK**

**CLAUSE 7-2: Additional Bond Security (March 2016)**

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Postal Service or fails to furnish reports on its financial condition as requested by the Contracting Officer, or if the Total Contract Value increases to the point where the security furnished becomes inadequate in the Contracting Officer's opinion, the supplier must promptly furnish additional security as required to protect the interests of the Postal Service and of persons supplying labor or materials in performance of this contract.

**CLAUSE 7-3: Deposit of Assets Instead of Surety Bonds (March 2016)**

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

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

**CLAUSE 7-4: Insurance (March 2016)**

a. During the term of this contract and any extension, the contractor must maintain at its own expense the insurance required by this clause. Insurance companies must be acceptable to the Postal

Service. Policies must include all terms and provisions required by the Postal Service.

b. The contractor must maintain and furnish evidence of workers' compensation, employers' liability insurance, and the following general public liability and automobile liability insurance:

**GENERAL LIABILITY:**

Bodily Injury		Property Damage	
1000000	Per person	500000	Per occurrence
2000000	Per accident	1000000	aggregate

**AUTOMOBILE LIABILITY:**

Bodily Injury		Property Damage	
1000000	Per person	500000	Per occurrence
2000000	Per accident	1000000	aggregate



c. Each policy must include substantially the following provision: "It is a condition of this policy that the company furnishes written notice to the U.S. Postal Service 30 days in advance of the effective

date of any reduction in or cancellation of this policy."

d. The contractor must furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes. Insurance

must be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal must be furnished not later than five days before a policy

expires.

e. The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be

grounds for termination for default.

f. For construction contracts: The Postal Service does not carry Builder's Risk insurance coverage. A construction contractor, at its own option and expense, may elect to provide this insurance for its

work under this contract (Also See Clause F-107).

#### **B-CLAUSE B-39: Indemnification (March 2016)**

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

## **COMMENCEMENT AND COMPLETION**

#### **CLAUSE 2-10: Liquidated Damages (March 2016)**

a. If the contractor fails to complete the work, deliver the supplies, or perform the services within the time specified in this contract, or any extension, the contractor must, in place of actual damages, pay to the Postal Service \$0 for liquidated damages as agreed for each calendar day of delay. Liquidated damages are not a reimbursable construction cost under cost reimbursable contracts with a guaranteed maximum price, and will be deducted from any fixed fees retained or due, or shared savings due the contractor.

b. Alternatively, if completion, delivery, or performance is delayed beyond the contract dates, the Postal Service may terminate this contract in whole or in part under the *Termination for Convenience or Default* clauses, and the contractor will be liable for the agreed liquidated damages accruing until the time the Postal Service may reasonably obtain delivery or performance of similar facilities, supplies, or services. The liquidated damages will be in addition to excess costs of reprocurement.

c. The contractor will not be charged with liquidated damages when the delay in completion, delivery, or performance arises out of causes beyond the control and without the fault or negligence of the contractor.

#### **B-CLAUSE B-15: Notice of Delay (March 2016)**

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

#### **B-CLAUSE B-16: Suspensions and Delays (March 2016)**

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

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

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



interrupted by any other cause, including the fault or negligence of the supplier, or for which an adjustment is provided or excluded under any other term or condition of this contract.

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

1. For any costs incurred more than 20 days before the supplier has notified the contracting officer in writing of the act or failure to act involved; and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

**B-CLAUSE B-19: Excusable Delays (March 2016)**

a. Except with respect to defaults of subcontractors, the supplier will not be in default by reason of any failure in performing this contract in accordance with its terms (including any failure by the supplier to

make progress in the prosecution of the work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the supplier. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity or of the Postal Service in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the supplier.

b. If failure to perform is caused by the failure of a subcontractor to perform or make progress and arises out of causes beyond the control of both the supplier and subcontractor, and without the fault or negligence of either of them, the supplier will not be deemed to be in default, unless:

1. The supplies or services to be furnished by the subcontractor are obtainable from other sources;
2. The Contracting Officer orders the supplier in writing to procure the supplies or services from other sources; and
3. The supplier fails to comply reasonably with the order.

c. Upon request of the supplier, the Contracting Officer shall ascertain the facts and extent of failure, and if the Contracting Officer determines that any failure to perform was occasioned by any of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the Postal Service under any termination clause included in this contract.

d. As used in this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**B-CLAUSE B-34: Notice to Proceed and Commencement, Prosecution and Completion of Work (March 2016)**

No work will be performed except pursuant to a Notice to Proceed issued by the Contracting Officer. The supplier will be required to;

- a. Commence work under this contract within 10 calendar days after the date it receives the Notice to Proceed from the Contracting Officer,
- b. Prosecute the work diligently, and
- c. Complete the entire work not later than the number of calendar days as listed on the Offer and Award page. The time stated for completion includes final cleanup of the premises.

**B-CLAUSE B-59: Construction Progress Chart (April 2016)**

a. Within days after receiving notice to proceed, the contractor must prepare and submit to the Contracting Officer for approval six copies of a practical progress chart. The chart must show the principal categories of work, corresponding with those used in the breakdown on which progress payments are based, the order in which the contractor proposes to carry on the work, the date on which it will start each category of work, and the contemplated dates for completion. The chart must be in suitable scale to indicate graphically the total percentage of work scheduled to be in place at

any time. At the end of each progress payment period, or at such intervals as directed by the Contracting Officer, the contractor must:

- (1) Adjust the chart to reflect any changes in the contract work, completion time, or both, as approved by the Contracting Officer;
- (2) Enter on the chart the total percentage of work actually in place; and
- (3) Submit three copies of the adjusted chart to the Contracting Officer.

b. If in the opinion of the Contracting Officer the work actually in place falls behind that scheduled, the contractor must take such action as necessary to improve progress. The Contracting Officer may require the contractor to submit a revised chart demonstrating its program and proposed plan to make up the lag in scheduled progress and to ensure completion of work within the contract time. If the Contracting Officer finds the proposed plan unacceptable, the contractor may be required to submit a new plan. If a satisfactory plan is not agreed upon, the Contracting Officer may require the contractor to increase the work force, accelerate the planned construction volume, increase assigned construction equipment, or the number of work shifts, without additional cost to the Postal Service.





c. Failure of the contractor to comply with these requirements will be considered grounds for a determination by the Contracting Officer that the contractor is failing to prosecute the work with such

diligence as will ensure its completion within the time specified.

**F-CLAUSE F-304: Scheduling and Security Requirements (April 2016)**

a. Before any work is started, the contractor must confer with the Contracting Officer's representative or other designated officials and agree on a sequence of procedures; means of access to premises and building; delivery of materials; and use of approaches; use of corridors, stairways, elevators, and similar means of communications; and the location of partitions, eating spaces for contractor's employees, and the like.

b. Contractor's employees or subcontractors must not park vehicles in customer parking areas. Contractor's employees may park vehicles in Postal Service parking areas only if spaces are available and only with prior approval of the Station Manager/Postmaster.

c. The contractor must consult the Contracting Officer or other designated official (usually the building manager) for permission to inspect the site and for the security regulations in effect. The contractor must comply with all Postal Service security regulations in effect at the work site. The contractor's attention is directed to the *Access to Site* and the *Contractor Screening Requirements* clauses found elsewhere in this document, regarding additional contractor responsibilities for physical security.

**F-CLAUSE F-305: Exception to Completion, Schedule and Liquidated Damages (April 2016)**

redesign and revise, at no increase in the Phase I Fixed Fees, revise their estimated construction costs so as to insure that the CCL will not be exceeded.

**F-CLAUSE F-306: Network Analysis System and Update (March 2016)**

a. The computer generated, time scaled, logic diagrams must show the order and interdependence of activities and the sequence in which the work is to be done as planned by the contractor or design/build entity. The basic concept of a network analysis diagram must be followed to show how the start of a given activity is dependent on preceding activities, and how it restricts the start of the following activities. In all cases, the project completion date must be shown on the diagram as the latest completion date of all activities.

b. Detailed project schedule requirements may be found in the "Division 1" attachment to this contract (see Section B.1500).

**CONTRACTOR RESPONSIBILITIES**

**CLAUSE 1-10: Preference for Domestic Construction Materials (April 2016)**

a. Preference will be given to domestic construction materials in accordance with the PS #2 Evaluate Resources, Under Foreign and Domestic Proposals of the Postal Service *Supplying Practices*...These practices are available at;

<http://about.usps.com/manuals/spp/spp.pdf>.

For the purposes of this clause:

Construction Contracts awarded over the following amounts and for the following trade-agreements will be in effect for those articles, materials, and supplies brought to the construction site for incorporation into the building or work;

WTO GPA \$6,725,000; NAFTA – CANADA \$7,611,532; NAFTA – MEXICO \$7,611,532; CHILE FTA \$6,725,000; SINGAPORE FTA \$6,725,000; AUSTRALIA – FTA \$6,725,000; MOROCCO FTA \$6,725,000; and ISRAELI Trade Act \$6,725,000.

b. Other than those listed in paragraph a above, the contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

**CLAUSE 1-7: Organizational Conflicts of Interest (March 2006) (August 2016)**

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 statement 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 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 7-10: Sustainability (July 2014) (July 2016)**

The Postal Service embraces sustainable practices and environmental responsibility, and encourages suppliers to improve their environmental sustainability practices in the performance of this contract. As appropriate, the Postal Service will collaborate with the supplier to identify opportunities that may improve the environmental and sustainability performance of the goods and services being provided by the supplier. The Postal Services encourages the supplier to develop and propose innovative sustainability business practices and offer goods and services that help the Postal Service operate in a more environmentally sustainable manner. Innovative sustainability business practices can take the form of improved and more sustainable business processes, replacement of materials used in performance with more sustainable materials, combination of sustainable materials with other materials that lead to reductions in the total cost of ownership, or by some other means. If the proposed innovation results in enhanced sustainability or otherwise furthers the Postal Service's goals, then the Postal Service may (1) share any savings resulting from the innovation with the supplier; (2) increase the quantities called for; (3) or extend the term (including options) of this contract. Additional quantities may not exceed 100% of the amount required by this contract, and term extensions may not exceed two years, including options.

Note: Contracting officers should also see Clause 2-22, Value Engineering, as an example of a cost-sharing approach that may be used as a starting point for encouraging innovation. for an example of incentivizing suppliers. Clause 2-22 may be modified as appropriate to meet the goals of the particular purchase, or contracting officers may draft contract-specific clauses for use. In either case, the contracting officer must consult assigned counsel in this effort. See 5-9.6, Value Engineering, for general guidance on that subject.

**CLAUSE 7-11: Recycled Content Products (July 2014) (July 2016)**

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

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

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

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

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

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

**CLAUSE 7-12: Bio-Based Content Products (July 2014) (July 2016)**



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

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

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

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

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

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

#### **CLAUSE 7-13: Energy Efficiency in Energy Consuming Products (July 2014) (July 2016)**

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

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

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

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

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

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

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

1. Energy Star: [http://www.energystar.gov/index.cfm?c=products.pr\\_find\\_es\\_products](http://www.energystar.gov/index.cfm?c=products.pr_find_es_products);
2. FEMP: [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html); and
3. NEMA: [http://www.nxtbook.com/ygsreprints/NEMA/espg\\_nxtbook/](http://www.nxtbook.com/ygsreprints/NEMA/espg_nxtbook/).

#### **CLAUSE 7-14: Water Efficiency in Water Consuming Products (July 2014) (July 2016)**

For the purposes of Postal Service contracting, "Water-Efficient Product" means a product that contains water-efficient attributes and has earned U.S. Environmental Protection Agency (EPA) WaterSense Certification.

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

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

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

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

(c) Information about water-efficient products is available at - WaterSense: [http://www.epa.gov/watersense/product\\_search.html](http://www.epa.gov/watersense/product_search.html).



#### **CLAUSE 7-15: Supplier Sustainability Data Reporting (July 2014) (July 2016)**

This contract requires all suppliers with contracts valued at \$500,000 or more who sell the Postal Service environmentally preferable product (EPP) goods\*, to submit calendar-quarter reports containing estimates of the (number), weight (in pounds), and dollars (\$) associated with environmentally preferable product (EPP) goods provided or sold to the Postal Service in the performance of this contract. Upon contract award, the supplier will be provided a Sustainability Reporting Worksheet and completed worksheets must be submitted within 30 days of the end of each calendar quarter and cover the following EPP focus categories:

\* EPP excludes services.

\* Note: The Postal Service Office of Sustainability maintains this list.

1. **Recycled Content:** Product (not packaging) contains any percentage of pre-consumer or post-consumer recycled content materials.
2. **Bio-Based Content:** Product (not packaging) contains bio-based content sufficient to earn at least one of the following:
  1. U.S. Department of Agriculture (USDA) BioPreferred Federal Procurement Preference (FPP Designation); and/or
  2. U.S. Department of Agriculture (USDA) Biobased Product Certification/Labeling.
3. **Energy-Efficient:** Product contains energy-efficient attributes and has earned one or more of the following Postal Service accepted certifications/designations:
  1. U.S. Environmental Protection Agency (EPA) Energy Star Certification;
  2. U.S. Department of Energy Federal Energy Management Program designation (FEMP Designation) for being in the upper 25 percent of their class in energy efficiency; and/or
  3. National Electric Manufacturers Association (NEMA) Premium program certification.
4. **Water-Efficient:** Product contains water-efficient attributes and has earned U.S. Environmental Protection Agency (EPA) WaterSense Certification.
5. **Certified to a Postal Service accepted product sustainability/eco-label standard:** Product is certified to one or more of the Postal Service accepted product sustainability/eco-label standards listed at [http://blue.usps.gov/sustainability/green\\_purchasing.htm](http://blue.usps.gov/sustainability/green_purchasing.htm).\* This list contains sustainability/eco-label standards that are internationally recognized, credible, and relevant to Postal Service purchases. The Postal Service does not rank or provide preference to competing sustainability/eco-label standards.

#### **CLAUSE 7-6: Federal, State, and Local Taxes (April 2016)**

a. Except as this contract may otherwise provide any work order issued includes all applicable federal, state, and local taxes and duties in effect on the date of contract award, but does not include any taxes from which the Postal Service, the contractor, or this transaction is exempt.

#### **CLAUSE 8-2: Authorization and Consent (April 2016)**

a. Research and Development Work. The Postal Service authorizes and consents to all use and manufacture of any invention covered by a U.S. patent in the performance of research, development, or experimental work called for, or performed as a necessary activity, in the performance of this contract or any subcontract, at any tier.

b. Supplies and Construction. The Postal Service authorizes and consents to all use and manufacture of any invention covered by a U.S. patent in performing this contract or subcontract, at any tier, that is:

- (1) Embodied in the structure or composition of any article, the delivery of which is accepted by the Postal Service under this contract; or
- (2) Used in machinery, tools, or methods whose use necessarily results from compliance by the supplier or subcontractor with (a) specifications or written provisions forming a part of this contract or (b) specific written instructions given by the Contracting Officer directing the manner of performance.

c. Determination of Liability. The liability of the Postal Service for patent infringement or for the unauthorized use of any patent will be determined by the provisions of any patent indemnity clause included in this contract or in any subcontract under this contract (at any tier) and by any indemnification or warranty (express or implied) otherwise provided by the supplier or subcontractor for similar products or services when supplied to commercial buyers.

d. Flowdown. The supplier must include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts under this contract, at any tier, that are expected to exceed \$50,000.

#### **CLAUSE 8-3: Notice and Assistance Regarding Patent and Copyright Infringement (April 2016)**

a. The supplier must report to the Contracting Officer, in writing, promptly and in reasonable detail, any notice, claim, or suit regarding patent or copyright infringement (or unauthorized use of a patent or copyright) based on performance of this contract.

b. At the Contracting Officer's request, the supplier must furnish all evidence and information in its possession pertaining to the suit or claim. The evidence and information will be furnished at the expense of the Postal Service except when the supplier has agreed to indemnify the Postal Service.

c. This clause must be included in all subcontracts under this contract, at any tier, over \$50,000.

#### **CLAUSE 8-4: Patent Indemnity (April 2016)**



a. Except as provided in paragraph d below, the supplier indemnifies the Postal Service, its employees, and its agents against liability, including costs and fees, for patent infringement (or unauthorized use) arising from the manufacture, use, or delivery of supplies, the performance of service, the construction or alteration of real property, or the disposal of property by or for the Postal Service, if the supplies, service, or property (with or without relatively minor modifications) have been or are being offered for sale or use in the commercial marketplace by the supplier.

b. The Postal Service must promptly notify the supplier of any claim or suit subject to the indemnity of paragraph a above alleging patent infringement or unauthorized use of a patent.

c. To the extent allowed by law, the supplier may participate in the defense of any suit to which this clause applies.

d. This indemnification does not apply to:

(1) Infringements for the unauthorized use of a private patent covered by this indemnity resulting from the Contracting Officer's specific written direction, compliance with which requires an infringement; or

(2) Infringement or unauthorized use claims that are unreasonably settled without the supplier's consent before litigation.

e. This clause must be included in all subcontracts under this contract, at any tier, over \$50,000.

**B-CLAUSE B-25: Advertising of Contract Awards (July 2016)**

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

**B-CLAUSE B-42: Performance of Work by Supplier (March 2006) Modified (August 2016)**

a. The contractor must perform on the site, with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under this contract. The percentage of work required to be performed by the contractor may be reduced with written approval of the Contracting Officer.

b. The contractor must give personal superintendence to the work either in person or by having a foreman or superintendent on the contractor's payroll, approved by the Contracting Officer, with authority to act on behalf of the contractor, on the site at all times work is in progress.

1. If more than 50% but less than 70% of the value of the contract work is subcontracted, a minimum of one contractor's superintendent (on the contractor's payroll) must be provided on site to be responsible for coordinating, directing, inspecting, and expediting the subcontract work. The Contracting Officer may modify this requirement depending on the size and scope of the work.

2. If 70% or more of the value of the work is subcontracted, a minimum of two contractor's superintendents (on the contractor's payroll) must be provided on site to be responsible for coordinating, directing, inspecting, and expediting the subcontract work. The Contracting Officer may modify this requirement depending on the size and scope of the work.

3. It is contemplated that all work will be performed during normal working hours, usually 7:00 a.m. until 3:30 p.m., local time, unless otherwise specified in this contract. Work performed by the contractor at its own volition outside such normal working hours must be at no additional expense to the Postal Service.

c. The contractor must refer requests received from occupants of buildings included in the contractor's work area to change the hours of work, including anticipated cost and schedule impact to the Contracting Officer for resolution.

d. The contractor is required to submit a daily construction report by 10:00 a.m. of the following working day on a form provided by the Contracting Officer or at the contracting officers' option, the contractor shall use the USPS designated Project Management Reporting System. If the USPS Project Management Reporting System is specified (See Division 1) the contractor shall include in their proposal all costs associated with using the system, such as; labor, equipment, training, etc. Reports must indicate the number of men by trade or craft, and the type and location of work. It will include subcontractors, minority participation, safety and quality violations observed, corrective measures taken to correct the violations and other information requested by the Contracting Officer. The Contracting Officer may modify the requirements of this report as the project progresses.

**B-CLAUSE B-43: Superintendence by Supplier (April 2016)**

The supplier must give personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the contracting officer, on the work at all times during progress, with authority to act for the supplier.

The Contractor's on-site superintendent must be able to speak, read, and write American English to the extent necessary to permit reasonable communication with Postal Service personnel.

**B-CLAUSE B-44: Use of Premises (April 2016)**

a. If Postal Service premises are occupied, the contractor, any subcontractors, and their employees, must comply with the regulations governing access to, operation of, and conduct while on the premises and must perform the work required under this contract so as not to unreasonably interfere with the conduct of Postal Service business or use and occupancy by Postal Service tenants.



- b. As permitted by the site conditions, the contractor must separate his personnel and subcontractors personnel from postal employees, customers, mail and postal property not involved in the project. The contractor must cordon off the area using barricades or other means to achieve this separation.
- c. Any requests received by the contractor from occupants to change the sequence of work must be referred to the Contracting Officer for determination.
- d. The contractor, any subcontractors, and their employees will not have access to any Postal Service facility outside the scope of this contract without permission of the Contracting Officer.
- e. Where available, utility services of the building will be used if the Contracting Officer/installation head determines sufficient capacity is available to support the work. Contractor or subcontractor employees, without approval of the Contracting Officer, may not use the toilet facilities unless such approval is contained in this contract. No cleaning of tools, including painting equipment/brushes, is permitted in the toilet or janitorial facilities.
- f. Any use of an existing elevator must be by prior arrangement with the building manager of the building and subject to the building manager's control. The contractor must provide and maintain suitable and adequate protective coverings for the elevator machinery, the hatchway entrances, and the interior of the elevator during the period of use. Loads in excess of the rated capacity of the elevator are not permitted. The Postal Service will bear the cost of the electric current for the operation of the elevator. On completion of the work, the contractor must remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to the condition it was in at the time the contractor commenced using the elevator unless specified otherwise in this contract.

**B-CLAUSE B-47: Permits and Responsibilities (Construction) (April 2016)**

- a. The contractor is responsible for obtaining any necessary licenses and permits, and for complying with the applicable federal, state, and municipal laws, codes, and regulations in connection with the prosecution of the work. The contractor is responsible for all damage to persons or property that occurs as a result of its negligence. The contractor must take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor is responsible also for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction that may have been accepted.
- b. The contractor must demonstrate compliance with all environmental permits, assessment, or impact statement requirements and regulations identified in the contract specifications, documents or drawings prior to, and during construction.

**B-CLAUSE B-49: Building Codes, Fees, and Charges (April 2016)**

- a. State and local building codes and regulations do not apply as a matter of law to work inside the property lines of Postal Service–owned properties but generally do apply to Postal Service–leased properties. In compliance with Postal Service policy, the supplier must comply with all state and local building code requirements unless otherwise specifically provided.
- b. The supplier must pay all fees and charges for connections to outside services and for use of property outside the site.

**B-CLAUSE B-51: Heat (April 2016)**

Unless otherwise specified, or unless directed otherwise by the Contracting Officer, the supplier must:

- a. Provide heat as necessary to protect all work materials and equipment against injury from dampness and cold;
- b. Protect, cover, and/or heat, as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit in the concrete during the placing, setting, and curing of concrete, and in the plaster during the application, setting, and curing of plaster; and
- c. Provide heat as necessary to produce in the area where the work is to be done a temperature of not less than 70 degrees Fahrenheit for the period beginning 10 days before the placing of interior finishes and finish materials and continuing until completion of beneficial occupancy of the area.

**B-CLAUSE B-52: Debris and Cleanup (April 2016)**

- a. On a daily basis during the progress of the work, the supplier must remove and dispose of the resultant dirt and debris and keep the premises clean. b. The supplier will, upon completion of the work, remove all construction equipment and surplus materials (except materials or equipment that are to remain Postal Service property as provided by this contract), and leave the premises in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

**B-CLAUSE B-63: Materials and Workmanship (April 2016)**

- a. Unless otherwise specifically provided, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. The supplier may substitute any equipment, material, or process that the Contracting Officer finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the supplier must furnish the Contracting Officer the manufacturer's name, the model number, and other identifying data and information regarding the nature and performance of the proposed substitute. If requested by the Contracting Officer, samples must be submitted for approval at the supplier's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected.



- b. In the event of substitution in accordance with paragraph a above, the supplier must furnish to the Contracting Officer for approval the manufacturer's name, the model number, and any other relevant information on the performance, capacity, nature, and rating of equipment or materials proposed for substitution.
- c. The supplier must obtain the Contracting Officer's approval of the machinery and mechanical equipment incorporated into the work. The supplier must submit samples of all materials and equipment as directed by the Contracting Officer or as required by the specifications.
- d. All work must be performed in a skillful and workmanlike manner. The Contracting Officer may, in writing, require the supplier to remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

**F-CLAUSE F-401: Optional Materials or Methods (April 2016)**

Where the technical provisions permit the Contractor to select optional materials, items, systems, or equipment, the selection of such options is subject to the following conditions:

- a. The selection must be made prior to the issuance of the contract and must be included in the detailed scope of work and the price proposal.
- b. Once an option has been selected and approved, it must be used for the entire Contract.
- c. The Contractor must coordinate its selection with the drawings and specifications and make all necessary adjustments without additional cost to the Postal Service.

**F-CLAUSE F-402: Identification of Contract Deliverables (April 2016)**

Unless otherwise specified, the cover page of each document prepared and submitted by the contractor to the Postal Service under this contract must include the following information:

- a. Name and business address of the contractor.
- b. Contract number.
- c. Name, position, and office location of the Postal Service's Contracting Officer's representative.
- d. Date of report.

**F-CLAUSE F-403: Protection and Damage (April 2016)**

- a. Provide all labor, materials, and equipment necessary for protection of personnel, furnishings, equipment, or building structure from damage. Remove and replace movable items, if necessary. Replace or repair any items damaged, due to work performed under this contract equal to their original construction and finish.
- b. Use rubber-tired vehicles that use non-volatile fuels for conveying materials inside building and provide temporary covering, as necessary, to protect floors.
- c. No materials shall be thrown from windows or doors of buildings. Building waste system shall not be used to remove refuse, emptying paint cans, and the like.
- d. Debris shall be removed from the site daily. Premises shall be left neat and clean after each work shift, so that business may proceed the next regular workday without interruption.
- e. Dust-proof enclosures or partitions for protection wherever dusty or dirty work is performed and dampening of debris to avoid dusting when removed shall be negotiated into Work Order as required.
- f. Whenever flammable solvents or adhesives (do not use unless nonflammable items are not suitable for the condition) are used, provide adequate ventilation and fire protection measures. Do not use flammable solvents or adhesives in any case when flame-or-spark-producing operations are being performed in the area.

**F-CLAUSE F-406: Operation and Maintenance Manuals - Instruction and Training (March 2016)**

The contractor must provide training in accordance with *Division 1-General*

*Requirements*. Scheduling of the training will be subject to mutual agreement between the contractor and the Postal Service. All instructors must be experienced, and the training will be aimed at the technician level.

The contractor must specify, in each training course outline, the skills and competencies required as a prerequisite for each course of instruction.



The contractor will provide each attendee with all the manuals, text material, and course outlines necessary for the specified training. Training materials shall be submitted to the Postal Service for review and approval at least thirty (30) calendar days after approval of shop drawings.

The training course curriculum will be subject to review and approval by the Postal Service prior to the first presentation. The number of personnel to be trained may be revised by the Postal Service, provided the Postal Service notifies the contractor, in writing, of the changes at least 15 calendar days before the commencement of the specific training, and provided that the total number of people trained does not exceed ten (10).

Detailed requirements for training activities are incorporated in Division 1 – General Requirements and must be included in all applicable subcontracts.

The contractor is not required to provide training for irradiation equipment, but will provide training for all other contractor install systems, including HVAC controls, cameras, etc.

## **POSTAL SERVICE RIGHTS AND RESPONSIBILITIES**

### **CLAUSE 2-11: Postal Service Property - Fixed Price (April 2016)**

a. The Postal Service will deliver to the contractor, at the time and locations stated in the Contract, the Postal Service property described in the specifications, the detailed scope of work, or incorporated by reference on a list in Section B.1500. If that property, suitable for its intended use, is not delivered in a timely manner to the contractor, the Contracting Officer shall make an equitable adjustment in accordance with the "Changes" clause if:

- (1) The contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

b. Title to Postal Service property remains in the Postal Service even if incorporated in or affixed to property not owned by the Postal Service. The contractor may use the Postal Service property only in connection with this contract. The contractor must maintain adequate property control records in a form acceptable to the Contracting Officer and must make them available for Postal Service inspection upon request.

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

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

d. Changes in Postal Service Furnished Property

(1) By written notice, the Contracting Officer may (a) decrease the property provided or to be provided by the Postal Service under this contract, or (b) substitute other Postal Service owned property for the property to be provided by the Postal Service, or to be acquired by the contractor for the Postal Service under this contract. The contractor must promptly take any action the Contracting Officer may direct regarding the removal and shipping of the property covered by this notice.

(2) In the event of any decrease in or substitution of property pursuant to subparagraph d.1 above, or any withdrawal of authority to use property provided under any other contract or lease, which property the Postal Service had agreed in the contract to make available for the performance of this contract, the Contracting Officer, upon the contractor's written request, or if substitution causes a decrease in the cost of performance, on the Contracting Officer's own initiative, will equitably adjust any contractual provisions affected by the decrease, substitution, or withdrawal, in accordance with the *Changes* clause.

e. The contractor must maintain and administer a program or system acceptable to the Contracting Officer for the utilization, maintenance, repair, protection, and preservation of Postal Service property until it is disposed of in accordance with this clause.

f. The Postal Service, and any persons designated by it, must at reasonable times have access to premises where any Postal Service property is located for the purpose of inspecting it.





g. Within 5 days after receiving the CONTRACT the contractor must submit a schedule to the Contracting Officer, in an acceptable format verifying quantities, if appropriate, and giving desired dates for delivery of items and property furnished by the Postal Service. Approved dates of delivery must be confirmed by the Contracting Officer in writing. Approved dates of delivery must be confirmed by the contractor 7 calendar days prior to scheduled delivery. The contractor must submit a written report to the Contracting Officer within 48 hours after receipt, noting any shortages or damage to the Postal Service furnished property.

h. In a construction contract, if Postal Service furnished equipment is to be installed and is not on the construction site, the Postal Service will make separate arrangements to provide delivery to the site. Any costs for labor, that is not already included in the unit price book, associated with loading or unloading this Postal Service furnished equipment will be negotiated.

**CLAUSE 2-14: Postal Service Property Furnished "As Is" (April 2016)**

a. The Postal Service makes no warranty whatsoever with respect to Postal Service property furnished "as is" except that the property is in the same condition when placed at the f.o.b. point specified in the Work Order as when inspected by the supplier pursuant to the Work Order or (if not inspected by the supplier) as when last available for inspection under the Work Order.

b. The supplier may repair any property made available to the supplier "as is." Repair will be at the supplier's expense except as otherwise provided in this clause. Such property may be modified at the supplier's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" does not affect the title of the Postal Service.

c. If there is any change (between the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation) in the condition of Postal Service property furnished "as is" that will adversely affect the supplier, the supplier must, upon receipt of the property, notify the Contracting Officer of that fact, and (as directed by the Contracting Officer) either (1) return the property at the expense of the Postal Service or otherwise dispose of it, or (2) effect repairs to return it to the condition it was in when inspected under the solicitation, or (if not inspected) as it was when last available for inspection under the solicitation. Upon completion of (1) and (2) above, the Contracting Officer, upon written request from the supplier, will equitably adjust any contractual provisions affected by the return, disposition, or repair, in accordance with the Changes clause. The foregoing provisions for adjustment are exclusive, and the Postal Service is not liable for any delivery of Postal Service property furnished "as is" in a condition other than that in which it was originally offered.

d. Except as otherwise provided in this clause, Postal Service property furnished "as is" is governed by the Postal Service Property clause of this contract.

**CLAUSE 4-19: Information Security Requirements Resource (March 2016)**

The Postal Service is committed to creating and maintaining an environment that protects Postal Service application systems from accidental or intentional unauthorized use, modification, disclosure, or destruction. Handbook AS-805, *Information Security*, establishes Postal Service information security policies. Handbook AS-805-A, *Information Resource Certification and Accreditation Process*, provides the process for identifying the sensitivity and criticality of the application system, determining information security requirements for protecting the application system, and ensuring appropriate, cost-effective information security controls, mechanisms, and procedures are implemented to protect the application system. If the supplier has not already performed the following, it must, following contract award and before beginning contract performance:

"Comply with the policies delineated in Handbook AS-805, *Information Security*, and processes defined in Handbook AS-805-A, *Information Resource Certification and Accreditation Process*.; Cooperate with the Postal Service in completing the application Business impact Assessment (BIA) to identify the sensitivity and criticality of the application and to determine the information security requirements.

" Include and comply with the information security requirements generated by the BIA and included in the contract or agreement.

" Coordinate ISA activities with the Postal Service's Corporate Information Security Office (CISO).

" Complete ISA templates and provide applicable documentation and deliverables to the CISO.

Supplier(s) are responsible for mitigating all security vulnerabilities identified from site security reviews conducted by the Postal Service Inspection Service and CISO, or audits conducted by the Office of the Inspector General.

Postal Service data may not be stored outside of postal premises or placed onto laptops or other mobile media without the prior consent of the contracting officer. Requests to store Postal Service data on laptops or other mobile media are sent to the contracting officer. The contracting officer will coordinate such requests with the CISO.

**CLAUSE 4-7: Records Ownership (April 2016)**

Notwithstanding any state law providing for retention of rights in the records, the supplier agrees that the Postal Service may, at its option, demand and take without additional compensation all records relating to the services provided under this agreement. The supplier must turn over all such records upon request but may retain copies of documents produced by the supplier.

**CLAUSE 4-8: Key Personnel (April 2016)**

a. To the extent that the statement of work provides for services to be performed by key personnel, those services must be performed by the personnel identified in the supplier's proposal to perform them unless substitutes have been approved in writing by the contracting officer. Use of junior personnel, even under key personnel supervision (for example, associates or student workers), is not authorized unless they are identified in the supplier's proposal by name or position, with a description of their duties.



b. This contract may be terminated if the key personnel named in the supplier's proposal become unavailable for any reason. If the unavailability of key personnel is not the fault of the supplier, the contracting officer may terminate by giving notice of termination. The supplier will be paid for service performed up to the date of termination. If the contracting officer finds that the supplier is at fault for the unavailability of key personnel, the agreement may be terminated for default.

#### **CLAUSE 8-6: Rights in Technical Data (March 2016)**

##### **a. Definitions**

(1) Data. Recorded information, regardless of the form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(2) Form, Fit, and Function Data. Data relating to an item or process that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; except that for computer software, it means data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.

(3) Limited Rights Data. Data other than computer software developed at private expense, including minor modifications of these data.

(4) Technical Data: Data other than computer software, of a scientific or technical nature.

(5) Unlimited Rights. The rights of the Postal Service in technical data and computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so.

##### **b. Allocation of Rights**

(1) Except as provided in paragraph c below regarding copyright, the Postal Service has unlimited rights in:

(a) Technical data first produced in the performance of this contract (except to the extent that they constitute minor modifications of data that are limited rights data);

(b) Form, fit, and function data delivered under this contract; except that all form, fit, and function data describing limited rights data must be delivered with unlimited rights;

(c) Technical data delivered under this contract that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(d) All other technical data delivered under this contract, unless provided otherwise in paragraph g below.

(2) The allocation of rights in any computer programs, data bases, and documentation will be determined by the Rights in Computer Software clause, except that limited rights data formatted as computer data bases for delivery to the Postal Service are to be treated as limited rights data under this Rights in Technical Data clause.

##### **c. Copyright**

(1) Unless provided otherwise in paragraph d below, the supplier may establish, without prior approval of the contracting officer, claim to copyright in scientific and technical articles based on, or containing, technical data first produced in the performance of this contract and published in academic, technical, or professional journals, symposia proceedings, or similar works. The prior, express written permission of the contracting officer is required to establish claim to copyright in all other technical data first produced in the performance of this contract. When making claim to

copyright, the supplier must affix the applicable copyright notice of 17 U.S.C. 401 or 402. The supplier grants to the Postal Service and others acting on its behalf a paid-up, nonexclusive, irrevocable worldwide license in such copyright data to reproduce, prepare derivative works, distribute copies to the public, and perform and display the data publicly.

(2) The supplier may not, without prior written permission of the contracting officer, incorporate in technical data delivered under this contract any data not first produced in the performance of this contract containing the copyright notice of 17 U.S.C. 401 or 402, unless the supplier identifies the data and grants to the Postal Service, or acquires on its behalf at no cost to the Postal Service, a license of the same scope as set forth in subparagraph c.1 above.

(3) The Postal Service agrees not to remove any copyright notices placed on data pursuant to this paragraph c, and to include such notices on all reproductions of the data.

##### **d. Release, Publication, and Use of Technical Data**

(1) The supplier has the right to use, release to others, reproduce, distribute, or publish any technical data first produced by the supplier in the performance of this contract, except to the extent these data may be subject to the federal export control or national security laws or regulations, or unless otherwise provided below in this paragraph d.2 following or expressly set forth in this contract.

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

##### **e. Unauthorized Marking of Data**

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



supplier to timely respond, or to provide written justification, may result in the cancellation of the markings. The contracting officer must consider any written justification by the supplier and notify the supplier if the markings are determined to be authorized.

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

f. Omitted or Incorrect Markings

(1) Technical data delivered to the Postal Service without limited rights notice authorized by paragraph g below, or the copyright notice required by paragraph c above, will be deemed to have been furnished with unlimited rights, and the Postal Service assumes no liability for the

disclosure outside the Postal Service, the supplier may request, within six months (or a longer time approved by the contracting officer) after delivery of the data, permission to have notices placed on qualifying technical data at the supplier's expense, and the contracting officer may agree to do so if the supplier:

(a) Indemnifies the technical data to which the omitted notice is to be applied;

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

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

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

(2) The contracting officer may also (a) permit correction at the supplier's expense of incorrect notices if the supplier identifies the technical data on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (b) correct any incorrect notices.

g. Protection of Limited Rights Data. When technical data other than data listed in b.1(a), (b), and (c) above are specified to be delivered under this contract and qualify as limited rights data, if the supplier desires to continue protection of such data, the supplier must affix the following "Limited Rights Notice" to the data, and the Postal Service will thereafter treat the data, subject to paragraphs e and f above, in accordance with the Notice:

LIMITED RIGHTS NOTICE

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

1. Use (except for manufacture) by support service suppliers.

2. Evaluation by Postal Service evaluators.

3. Use (except for manufacture) by other suppliers participating in the Postal Service's program of which the specific contract is a part, for information and use in connection with the work performed under each contract.

4. Emergency repair or overhaul work. This Notice must be marked on any reproduction of these data, in whole or in part."

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

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

**CLAUSE 8-9: Rights in Computer Software (April 2016)**

a. Definitions

(1) Computer Software: Computer programs, computer data bases, and their documentation.

(2) Form, Fit, and Function Data: Data identifying origin, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulas, and machine-level flow charts of the computer software.

(3) Restricted Computer Software: Computer software developed at private expense that is a trade secret, is commercial or financial and confidential or privileged, or is published copyrighted computer software, including minor modifications of this computer software.

(4) Restricted Rights: The rights of the Postal Service in restricted computer software, as set forth in a Restricted Rights Notice as provided in paragraph g below, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract.

(5) Unlimited Rights: The rights of the Postal Service in computer software to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, in any manner and for any purpose, and to have or permit others to do so.



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

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

c. Copyright

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

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

(2) The supplier may not, without prior written permission of the Contracting Officer, incorporate in computer software delivered under this contract any computer software not first produced in the performance of this contract containing the copyright notice of 17 U.S.C. 401, unless the supplier identifies the computer software and grants to the Postal Service, or acquires on its behalf at no cost to the Postal Service, a license of the same scope as set forth in c.1.(a) above or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract.

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

d. Release, Publication, and Use of Computer Software

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

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

e. Unauthorized Marking of Computer Software

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

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

f. Omitted or Incorrect Markings

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

- (a) Identifies the computer software involved;
- (b) Demonstrates that the omission of the notice was inadvertent;
- (c) Establishes that the use of the proposed notice is authorized; and

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

(2) The Contracting Officer may also (a) permit correction, at the supplier's expense, of incorrect notices if the supplier identifies the computer software on which correction of the notice is to be made and demonstrates that the correct notice is authorized, or (b) correct any incorrect notices.

g. Protection of Restricted Computer Software

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



"RESTRICTED RIGHTS NOTICE

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

b. This computer software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any Postal Service installation at which the computer or computers may be transferred;
2. Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;
3. Reproduced for safekeeping (archives) or backup purposes;
4. Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of any derivative software incorporating restricted computer software are made subject to the same restricted rights;
5. Disclosed to and reproduced for use by support service suppliers in accordance with 1 through 4 above, provided the Postal Service makes such disclosure or reproduction subject to these restricted rights; and
6. Used or copied for use in or transferred to a replacement computer.

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

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

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

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

"RESTRICTED RIGHTS NOTICE

(SHORT FORM)

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

h. Subcontracting. The supplier has the responsibility to obtain from its subcontractors all computer software and rights in it necessary to fulfill the supplier's obligations under this contract. If a subcontractor refuses to accept terms affording the Postal Service such rights, the supplier must promptly bring such refusal to the attention of the Contracting Officer and may not proceed with subcontract award without further authorization.

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

**B-CLAUSE B-17: Disallowance of Costs (April 2016)**

a. The contracting officer may at any time issue the supplier a written notice of intent to disallow specified costs under this contract that have been determined not to be allowable under the contract terms.

b. The supplier may, after receiving a notice of intent to disallow costs, submit a written response to the contracting officer, with justification for allowance of the costs. If the supplier does respond within 60 days, the contracting officer will, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision

**B-CLAUSE B-36: Postal Service Partial Occupancy (April 2016)**

a. The Contracting Officer reserves the right of partial occupancy or use of facilities, services, and utilities, before final acceptance, without implying completion or acceptance of any part of the project by the Postal Service. Before such occupancy or use, the Contracting Officer must furnish the supplier an itemized list of work remaining to be performed or corrected. Failure to list an item will not relieve the supplier of the responsibility for complying with the terms of the contract.

b. Costs incurred as a result of such partial occupancy or use of facilities, services, and utilities are subject to equitable adjustment under the "Changes" clause.

**B-CLAUSE B-45: Other Contracts (April 2016)**



The Postal Service may award other contracts for additional work, and the supplier must cooperate fully with the other suppliers and Postal Service employees, and carefully fit in its own work as may be directed by the Contracting Officer. The supplier must not commit or permit any act that will interfere with the performance of work by any other supplier or by Postal Service employees.

**B-CLAUSE B-53: Survey Monuments and Benchmarks (April 2016)**

- a. The Postal Service has established, or will establish, such general reference points as will enable the supplier to proceed with the work. The supplier will provide new monuments where shown or specified. If the supplier finds that any previously established reference points have been destroyed or displaced, or that none has been established, the supplier must promptly notify the Contracting Officer.
- b. The supplier must protect and preserve established benchmarks and monuments and make no changes in locations without the written approval of the Contracting Officer. Established reference points that may be lost, covered, destroyed, or disturbed in the course of performance of the work under this contract, or that require shifting because of necessary changes in grades or locations, must (subject to prior approval of the Contracting Officer) be replaced and accurately located or relocated (as appropriate) at the supplier's expense, by a licensed engineer or licensed land surveyor.
- c. New monuments will be 6 inches square by 3 feet deep (unless otherwise specified), of concrete or stone, with a 3-inch copper or brass pin, 3/8-inch in diameter, in the center, and must be set flush with the ground or pavement in locations indicated on the site plan.
- d. Monuments will not be required where lines of buildings are coincident with property lines.
- e. The supplier must verify the figures shown on the survey and site plan before undertaking any construction work and will be responsible for the accuracy of the finished work.
- f. After completion of construction and before final payment, the supplier must furnish the Postal Service blueprints (in triplicate) of plans showing the exact location of construction survey monuments with reference to true property lines.

**F-CLAUSE F-501: Contracting Officer/Contracting Officer's Representative (COR) (April 2016)**

The Contracting Officer may appoint a Contracting Officer's representative (COR), who may be either a Postal Service employee or a contractor. The name, address, telephone number, and specific responsibilities, authority, and limitations of the COR will be provided to the contractor in writing by the contract start date. The COR may be removed or replaced at any time without prior notice to the contractor, but notification of the change, including the name and address of any successor COR, will be provided promptly to the contractor by the Contracting Officer, in writing.

**F-CLAUSE F-502: Examination of Subcontractor Records (March 2016)**

In addition to Clause 4-2, paragraph b, the supplier agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term subcontract as used in this clause excludes:

- 1. Purchase orders; and
- 2. Subcontracts for public utility services at rates established for uniform applicability to the general public. [Also see Clause 4-2, Paragraph b.](#)

**F-CLAUSE F-503: Postal Service Directed Staffing Changes (March 2016)**

- a. Should the Contracting Officer deem it to be in the best interests of the Postal Service to require the removal of any person working on or under this contract, or any contract, that person must be immediately removed from the work.
- b. "Person," as used in this clause, includes persons, firms, corporations, and the like, employed by the supplier under contract or otherwise, whether a permanent part of its organization or not.

**F-CLAUSE F-504: Site Visits (March 2016)**

- a. The Postal Service from time to time during construction may desire to conduct groups of guests on visits to the site of the work. These tours will be authorized by the Contracting Officer or his appointed representative. In such event the contractor will cooperate by providing access to and posting signs to give notice of dangerous areas, providing hard hats, and making such other arrangements for the safety and convenience of the guests as may be required. If any such visit or the arrangements therefore cause an increase in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing. The Contracting Officer shall give the contractor as much advance notice of any such visits as is practicable and to the maximum practicable extent shall schedule any such visits so as not to interfere with the progress of the work.
- b. The contractor's indemnification of the Postal Service contained in the "Indemnification" clause of this contract shall not apply during any such visits to guests of the Postal Service or to Postal Service officers, employees, or agents who are engaged in conducting, guiding, or accompanying any such visits, leaving the



Postal Service and the contractor responsible for their own acts and omissions according to applicable law and other clauses of this contract. This special contract clause does not apply to inspections, investigations, or official site visits provided for elsewhere in this contract or conducted for the purpose of aiding in the enforcement of law.

## ADMINISTRATIVE ITEMS

### CLAUSE 1-6: Contingent Fees (March 2016)

- 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 4-1: General Terms and Conditions (March 2016)

- a. Inspection and Acceptance – See Section B.1200
- b. Assignment – See Section B.900
- c. Changes – See Section B.1000
- d. Reserved
- e. Reserved
- f. Reserved
- g. Invoices - See Section B.900
- 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 – See Section B.900
- 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 – See Section B.403
- l. Termination for Convenience - See Section B.1100
- m. Termination for Default - See Section B.1100
- 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*– See Section B.100
- 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 contract clauses contained in, or incorporated by reference in, Section B of this contract.



2. Attachments or addenda to this solicitation or contract, including any license agreements for computer software, when specifically referenced in Section B.1500.

3. The solicitation provisions and instructions contained in, or incorporated by reference in, Section A of this contract.

4. The Offer and Award Page.

5. Other documents or exhibits.

6. The specifications and drawings -

(a). Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, is of like effect as if shown or mentioned in both. In

case of discrepancy or conflicts between drawings and specifications, the specifications will govern.

(b). In case of difference between small and large-scale drawings, the large-scale drawings will govern. Schedules on any contract drawing take precedence over conflicting information on that or any other contract drawing(s). On any of the drawings in which a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out will apply also to all other like portions of the work.

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 Services Practices, and its date. The text of incorporated terms may be found in the Guidelines, accessible at <http://about.usps.com/manuals/spp/spp.pdf>

The following clauses are incorporated in this contract by reference:

(1) B-1, *Definitions*(March 2006)

**CLAUSE 4-2: Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2014) (August 2016)**

*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*, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>. The following clauses are incorporated in this contract by reference:

(1) Clause B-9, *Claims and Disputes*

(2) Clause B-25, *Advertising of Contract Awards*

(3) Clause 1-5, *Gratuities or Gifts*

(4) Clause 7-10, *Sustainability*

(5) Clause 9-1, *Convict Labor*

(6) Clause 9-5, *Contract Work Hours and Safety Standards Act - Safety Standards*

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

X (1) Clause 1-1, *Privacy Protection*

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

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

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

(5) Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements*

(6) Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses*

(7) Clause 9-2, *Contract Work Hours and Safety Standards Act - Overtime Compensation*

(8) Clause 9-3, *Davis-Bacon Act*

X (9) Clause 9-6, *Walsh-Healey Public Contracts Act*

(10) Clause 9-7, *Equal Opportunity*





(11) Clause 9-10, *Service Contract Act*

(12) Clause 9-11, *Service Contract Act - Short Form*

X (13) Clause 9-12, *Fair Labor Standards Acts and Services Contract Act - Price Adjustments*

(14) Clause 9-13, *Affirmative Action for Handicapped Workers*

(15) Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era*

*b. Examination of Records.*

1. *Records.* "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
2. *Examination of Costs.* If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
3. *Cost or Pricing Data.* If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
  - a. The proposal for the contract, subcontract, or modification;
  - b. The discussions conducted on the proposal(s), including those related to negotiating;
  - c. Pricing of the contract, subcontract, or modification; or
  - d. Performance of the contract, subcontract or modification.
4. *Reports.* If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:
  - a. The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
  - b. The data reported.
5. *Availability.* The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in (b)(1)-(4) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:
  - a. If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
  - b. The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.

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

*c. Payment Offsets.*

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



a. All publications and other documents (such as manuals, handbooks, codes, standards, and specifications) cited in this contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship are hereby incorporated by reference in the contract as fully as if printed and bound with the specifications of this contract, in accordance with the following:

(1) Wherever reference is made to standard Specifications of the Public Buildings Service, Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, or Interim Amendments to Federal Standards, the supplier must comply with the requirements set forth in the issue or edition identified in this contract except as modified or as otherwise provided in the specifications.

(2) Wherever reference is made to any document other than those specified in subparagraph a.1 above, the supplier must comply with the requirements set forth in the edition specified in this contract or, if not specified, the latest edition or revision, as well as the latest amendment or supplement in effect on the date of the solicitation except as modified by the specifications of this contract.

b. Federal Specifications, Federal Standards, and Standard Specifications of the Public Buildings Service can be obtained from the Business Service Center at any GSA Regional Office. Inquiries

regarding "Commercial Standards," "Product Standards," and "Simplified Practice Recommendations" should be addressed to:

OFFICE OF PRODUCT STANDARDS NATIONAL BUREAU OF STANDARDS WASHINGTON DC 23234-0001

Publications of associations referred to in the specifications can be obtained directly from the associations.

c. Upon request, the supplier must make available at the job site, within a reasonable time, a copy of any trade manual or standard incorporated by reference in this contract that governs quality and workmanship.

#### **F-CLAUSE F-601: Definition of Terms Used in Contract Documents (March 2016)**

a. Wherever in the contract documents the words "Post Office Department," "Department," "POD," "Post Office," "PO," "US Postal Service," "USPS," or words of like import are used, it must be understood that the "United States Postal Service" is intended.

b. "Contracting Officer" means the person administering this contract on behalf of the Postal Service as defined in the "Authorities and Limitations" letter.

c. The term "Contracting Officer's Representative" (COR), except as otherwise provided in the contract, means the authorized representative(s) of the Contracting Officer acting within the authority delegated by the Contracting Officer.

d. Terminology: When used in this contract, the word "must" is the imperative and defines a mandatory activity; the word "will" signifies intent or obligation; and "should" defines a desired but not required activity. "May" is permissive. "May not" and "no (person or thing) may" mean that the act described is prohibited.

f. Wherever in the contract documents "Project Engineer," "Resident Engineer," "Construction Manager," "Supervisory Authority," or other individual or organization is designated, it is understood that on-site representation for the Contracting Officer is intended. The functions and authorities of such an individual or organization are governed by a letter of authorization.

g. Where throughout the text of "Technical Provisions" of the contract documents, reference is made to "contractors," "general contractor," "installing contractor," "other contractors," "another contractor," "each contractor," "subcontractor," "site contractor," "this contractor," "supplier" or words of like import are used, it shall be understood that "contractor" is intended. Where certain special contractors are required to meet certain qualifications, obtain certain permits, or provide certain services particular to a specific skill or license, the word "contractor" prefixed by a specialty designation is intended to mean the specialty "subcontractor," e.g., fire protection subcontractor, mechanical or electrical subcontractor.

h. Where "as directed," "as required," "ordered," "prescribed," "approved," "acceptance," or words of similar nature are used, it must be understood that such words refer to actions to be taken, in writing, by the Contracting Officer unless otherwise stated. The words "necessary," "suitable," "equal," or words of like import must mean necessary or equal in the opinion of the Contracting Officer.

i. Work Order Completion Time is the period of time within which the contractor must complete the Scope of Work for a Work Order.

j. "Work" must be deemed to consist of all labor and operations, transportation, hoisting, materials, tools, equipment, services, inspections, investigations, coordination and supervision required and / or reasonably necessary to produce the construction required by the contract documents.

k. "Furnish" means the design, fabrication, purchase and delivery to the job site or other destination as directed by the Contracting Officer.

l. "Install or installation" means the act of physically placing, applying, setting, erecting, anchoring, securing, etc., construction materials, equipment, furnishings, appliances, and similar items specified and furnished at the job site. Installation of specified items must be complete in all respects.

m. "Provide" means to furnish and install construction material, equipment, etc., as defined above.

n. The technical specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U.S. customary unit is specific and the metric unit is non-specific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units (SI)" and generally follow ASTM E 380, "Standard for Metric Practice."

o. A Detailed Scope of Work is a document and related drawings, specifications, and writings referenced therein which set forth the specific requirements and work to be accomplished by the contractor in connection with a particular Work Order.



## SUBCONTRACTING

### CLAUSE 5-2: Subcontractor Cost or Pricing Data (March 2016)

- a. Before awarding any subcontract or pricing any subcontract modification, the supplier must require the subcontractor to submit cost or pricing data whenever cost or pricing data are required by the Postal Service Supplying Practices.
- b. If the subcontractor is required to submit cost or pricing data under paragraph "a" above, then the supplier must insert the substance of this clause, including this paragraph b, in the subcontract.

### B-CLAUSE B-46: Sucontracts (Construction) (March 2016)

- a. Nothing in this contract may be construed to create any contractual relationship between any subcontractors, and the Postal Service. The divisions or sections of the specifications are not intended to control the contractor in dividing the work among subcontractors or to limit the work performed by any trade.
- b. The contractor is responsible to the Postal Service for acts and omissions of its own employees and of subcontractors and their employees. The contractor is also responsible for the coordination of the work of the trades, subcontractors, or suppliers.
- c. The Postal Service will not undertake to settle any differences among the contractor, subcontractors, or suppliers.

## PROTECTION OF PERSONS AND PROPERTY

### B-CLAUSE B-27: Performance at Occupied Postal Premises (March 2016)

- a. In performing this contract, the supplier must:
  - (1) Comply with applicable Occupational Safety and Health Standards (29 CFR 1910) promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970;
  - (2) Comply with any other applicable federal, state, or local regulations governing work-place safety to the extent they do not conflict with a.1 above; and
  - (3) Take all other proper precautions to protect the safety and health of the supplier's employees, Postal Service employees, and the public.
- b. The supplier must coordinate its use of the premises with the installation head or other representative designated by the contracting officer. Subjects of this coordination include the designation of work and storage areas; the extent, if any, of use by the supplier of Postal Service tools and equipment; the furnishing by the supplier of appropriate signs and barricades to exclude unauthorized personnel from the work areas and to call attention to hazards and dangers; and other matters relating to the protection of Postal Service employees and property.

### B-CLAUSE B-28: Safety and Health Standards (March 2016)

- a. In performing this contract, the contractor must:
  1. Comply with applicable Occupational Safety and Health Standards promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA).
  2. Comply with any other applicable federal, state, or local regulations governing workplace safety to the extent they do not conflict with a.1 above; however, the more stringent shall apply.
  3. Comply with any Postal Service standard unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.
  4. Take all other proper precautions to protect the safety and health of the contractor's employees, Postal Service employees, and the public.
- b. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards pursuant to the authority of OSHA, and to other safety and health requirements specified in this contract or order. When conducting work on existing facilities, the contractor must provide the Contracting Officer copies of Material Safety Data Sheets (MSDS) for any hazardous material, as defined by OSHA's Hazard Communications Standards, to be used on the job.
- c. If no OSHA standard exists, federal or other nationally recognized standards apply. Copies of current Occupational Safety and Health Standards are available from regional and/or area offices of the U.S. Department of Labor, Occupational Safety and Health Administration.

### B-CLAUSE B-38: Accident Prevention (March 2016)



a. All work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 and with local or state occupational safety and health regulations enforced by an agency of the locality or state under a plan approved by the U.S. Department

of Labor, Occupational Safety and Health Administration (OSHA). Where requirements are different or in conflict, the more stringent requirement will apply.

b. The contractor will maintain an accurate record of exposure data and all accidents incidental to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, material, supplies, or equipment. The contractor must

submit regular project safety reports, exposure data, and accident reports, as prescribed by the Contracting Officer.

c. Health and Safety Plans are required as follows:

(1) Prior to commencing any work, the contractor must submit to the Contracting Officer, in triplicate, a Health and Safety Plan designed to provide a system by which hazards on the project site will be controlled to minimize or eliminate occupational injuries or illnesses during performance of the contract.

(2) The Health and Safety Plan must state that all subcontractors and suppliers are required to comply with the contractor's project safety rules and requirements issued under the authority of that program.

(3) The Health and Safety Plan must identify, by name, the contractor's representative responsible for the execution of the project safety program. The contractor's project safety representative must have the express written authority from the contractor to stop work, to abate hazardous conditions or unsafe practices, and to eject any contractor, subcontractor, or vendor employees from the project site for failure to comply with safety requirements.

(4) When conducting work at existing postal facilities, the Health and Safety Plan must include the precautionary measures to be taken to protect postal employees and the public.

d. The authority, responsibilities, and duties of the contractor's project safety representative must be incorporated as part of the written Health & Safety Plan.

e. In addition to the general requirements of Clause B-28 Safety and Health Standards, the supplier specifically must comply with applicable OSHA requirements concerning Hazard Communications Standards.

#### **B-CLAUSE B-50: Protection of Existing Vegetation, Structures, Utilities, and Improvements (March 2016)**

a. The contractor must perform all work necessary to implement and accomplish a program to prevent environmental pollution during or as a result of work performed under this contract. As a minimum, the contractor's work must conform to all requirements of applicable

federal, state and local law. Requirements of the work must be incorporated in all subcontracts.

b. The contractor must preserve, protect and maintain all existing vegetation (such as trees, shrubs, and grass) and structures on or adjacent to the site of work that are not to be removed. Care must be taken in removing trees authorized by the Contracting Officer for

removal, to avoid damage to vegetation that will remain in place. Any trees or other landscape features scarred or damaged by the contractor's equipment or operations must be restored at the contractor's expense. The Contracting Officer decides what method

of restoration must be used and whether damaged trees and/or shrubs will be treated or replaced. The contractor shall use guard posts or barriers as necessary to control vehicular traffic passing close to trees and/or shrubs to remain. Areas disturbed, such as

temporary roadways or embankments, must be restored to near natural conditions that will permit the growth of vegetation. Disturbed areas must be graded and filled as required, covered with six inches of topsoil and landscaped as per the contract documents.

c. The contractor must protect from damage all existing improvements or utilities at or near the site of the work, the location of which is or should have been known, and must repair or restore any damage to these facilities resulting from failure to comply with the requirements

of this contract or to exercise reasonable care in performing the work. If the contractor fails or refuses to repair such damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the contractor.

#### **F-CLAUSE F-801: Access to Site (March 2016)**

a. The contractor's access to the site and use of existing roads will be as directed by the Contracting Officer or a designee including issuing vehicle passes for construction and private vehicles.

b. The contractor's attention is directed to Provision 1-1, Contractor Screening Requirements, found elsewhere in this document, regarding the contractor's responsibilities for physical security.

c. Contractor employees shall not carry firearms or other deadly weapons onto any Postal Service site or into any facility, including in their personal or contractor vehicles. This supercedes any state or local law permitting the carrying of firearms or weapons. Violation of this clause shall be grounds for removal of individuals or contractors from the site or termination for default.

#### **F-CLAUSE F-802: USDA Quarantined Areas (March 2016)**



If the work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil, the contractor agrees that all service equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the work site with water under pressure. If this contract involves such a quarantined area, the contractor agrees to comply with the regulations of the Department of Agriculture. The contractor agrees to assure compliance with this obligation by all subcontractors.

**F-CLAUSE F-803: Handling Asbestos and Other Hazardous Materials (March 2016)**

Prior to the start of the work, the Postal Service will attempt to locate and remove any asbestos insulation, materials containing asbestos, PCB's, lead paint, and other hazardous materials that may be affected by the project. However, notwithstanding performance of this work, the contractor shall fully comply with the following requirements concerning any suspected asbestos and other hazardous materials potentially affected by performance of this work:

(a) The contractor shall assume that all insulation and floor tiles encountered in the performance of the work contain asbestos, unless otherwise advised by the Contracting Officer. Under no circumstances shall the contractor remove, cut, damage, or otherwise disturb any material potentially containing asbestos during the performance of work.

(b) Any questions or ambiguities concerning where asbestos or other hazardous material is located must be brought to the attention of the Contracting Officer immediately.

(c) When asbestos or other hazardous material is identified and requires removal, encapsulation or other protection, such removal, encapsulation or other protection must be performed only by a licensed, independent hazardous material removal contractor approved in writing by the Contracting Officer.

**F-CLAUSE F-804: Elevator Work-Qualifications (Construction) (April 2016)**

a. The contractor, or the subcontractor whom the contractor uses for performance of the elevator work, must have had at least three (3) years of successful experience in installing and servicing elevators.

b. In addition, the contractor or its subcontractor must have installed, on at least two prior projects, elevators comparable to those required for this project that have performed satisfactorily under conditions of normal use for a period of not less than one (1) year. To be considered comparable, prior installations must have not less than the same number of elevators operating together in one group as the largest number in any group specified for this project, except that a group of four may be considered comparable to a large group specified for this project.

c. A list of the prior comparable installations by the contractor or its subcontractor, together with the names and addresses of the buildings, the names of the owners or managers, and any other pertinent information required must be submitted promptly upon request of the Postal Service.

d. The names, addresses, experience, and statement of work to be performed by each subcontractor or second-tier subcontractor whom the contractor or the principal subcontractor, as the case may be, will use for performance of minor portions of the installation of elevators must also be submitted promptly upon request of the Postal Service.

e. The Postal Service may reject the proposed elevator subcontractor if it is determined that it has failed to meet the experience requirements, or if it has been found to have an unsatisfactory record of prior elevator installations. In the case of rejection, the contractor must resubmit another name within ten (10) calendar days for renewed consideration.

**F-CLAUSE F-805: Job Safety Program (March 2016)**

a. All on-site work under this contract shall be performed in compliance with the requirements of all Federal and State Occupational Safety and Health laws and regulations as they apply to construction activity. Where requirements are different or in conflict, the more stringent requirement will apply.

b. Not less than **ten (10)** days after the contractor receives the Notice to Proceed for this project, the contractor shall submit a preliminary Project Safety Program, and meet with the Postal Service to review the preliminary program and to discuss overall project safety requirements.

c. This program shall provide an aggressive action system by which hazardous conditions and unsafe practices shall be eliminated during the performance of this contract. Construction work under this contract shall not begin until the Project Safety Program has been concurred by the Postal Service. Postal Service concurrence shall not relieve the contractor of the responsibility for full compliance with all applicable statutory and regulatory requirements. In addition to compliance with applicable statutory and regulatory requirements, the Project Safety Program shall contain provisions for mandatory safety orientation for every contractor, subcontractor, and vendor employee assigned or sent to the site. Safety orientation shall cover as a minimum the rules and regulations governing on-site construction activities, special known hazards, accident prevention, emergency procedures, and personal protection equipment requirements. Upon completion of the safety orientation, each attendee will be issued an agreed upon hard hat sticker. No contractor, subcontractor or vendor employee will be allowed to enter or remain on-site without a hard hat bearing a valid safety orientation sticker.

d. Before construction begins, the contractor shall appoint a full time, on-site, Project Safety Director who shall be responsible for execution and enforcement of the contractor's approved Project Safety Program for this contract. He/she shall have the express authority from the contractor to stop work in order to abate hazardous conditions or unsafe practices, and to eject any contractor, subcontractor, or vendor employee from the project site for failure to comply with safety requirements. The Project Safety Director's authority, responsibilities, and duties shall be incorporated as part of the written Project Safety Program. The Project Safety Director's responsibilities shall include, but not be limited to conducting subcontractor preconstruction safety program reviews, conducting the employee safety orientation training, conducting weekly safety meetings, conducting daily site safety inspections, auditing subcontractor safety compliance, conducting accident investigations, and preparing required periodic and special safety reports. The Project Safety Director shall have no other duties other than safety. The Project Safety Director shall have at least five (5) years specific construction safety experience, and shall have a full understanding of the applicable Federal and State safety statutes and regulations. The contractor shall submit the Project Safety Director's qualifications and any collateral duties for approval. Once approved, the Project Safety Director shall not be reassigned or otherwise removed from the project site without Postal Service approval. Approval will not be granted by the Postal Service until an approved replacement is on-site and an adequate transfer of responsibilities has been affected.



e. The contractor will maintain an accurate record of exposure data and all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, material, supplies, or equipment. The contractor must report the exposure data and accidents as prescribed to the contracting officer within 24 hours.

f. All subcontracts and vendor purchase orders related to this project shall contain provisions requiring compliance with the contractor's approved Project Safety Program.

## PAYMENTS

### B-CLAUSE B-20: Invoices (March 2016)

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

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

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

(2) Any supplies for which the Postal Service is being billed have been shipped or delivered in accordance with shipping instructions issued by the Contracting Officer in the quantities

shown on the invoice, and that the supplies are in the quantity and of the quality designated in the contract.

c. To ensure proper payment suppliers must furnish all documents required elsewhere in this contract and/or by the Contracting Officer.

d. Payment will be made for items accepted by the Postal Service that have been delivered to the delivery destinations set forth in this contract. 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 Service Accounting Service Center to ensure the proper routing of payments.

e. 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.

### B-CLAUSE B-22: Interest (March 2016)

The Postal Service will pay interest on late payments and unearned prompt payment discounts in accordance with the Prompt Payment Act, 31 U.S.C. 3901 et. seq., as amended by the Prompt Payment Act Amendments of 1988, P.L. 100-496.

### B-CLAUSE B-40: Construction Cost Breakdown (April 2016)

a. Cost breakdown with proposal: If required by the contracting officer, the offeror must submit with its proposal a construction cost estimated breakdown on the attached form.

b. Cost breakdown after award: If required by the contracting officer, the supplier must submit, within 15 calendar days after receiving the notice to proceed, a construction cost estimated breakdown on the sample forms, and instructions, provided in Division 1, General Requirements.

### B-CLAUSE B-48: Payment (Construction) (March 2016)

a. The Postal Service will make progress payments monthly or at more frequent intervals as determined by the contracting officer. Bond costs may be included in the contractor's estimates without proration. Before the first progress payment will be approved, the contractor

must prepare a breakdown of the contract price acceptable to the contracting officer. The values in the breakdown will be used for determining progress payments. The contractor's overhead and profit must be prorated through the life of the contract.

b. If the contract price is more than \$50,000, material delivered that will be incorporated into the work may be taken into consideration in computing progress payments. Before each payment is made, the contractor must furnish to the contracting officer for on-site or off-site

materials proof of the quantity, value and delivery of materials, and deliver title to the materials to the Postal Service (see Clause B-20 for requirements of the invoice). Materials stored "off-site", when the contract price exceeds \$50,000, must be stored properly in an insured

or bonded warehouse, storage yard, or similar place within 25 miles of the project site or a reasonable distance in excess of 25 miles as approved by the contracting officer.

c. In making progress payments, the contracting officer will ordinarily retain five percent of each progress payment earned. However, if the contracting officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, the



contracting officer may authorize payment in full of all progress payment earned. Also, if the contracting officer considers the amount retained to be in excess of that adequate for the protection of the Postal Service, the contracting officer may release to the contractor

all or a portion of the excess whenever the work is substantially complete. On completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made without

retention except for warranties, "as-built" drawings, maintenance manuals, certifications, and release of liens.

d. All material and work covered by progress payments will be the sole property of the Postal Service. However, this paragraph does not (1) relieve the contractor of responsibility for all material and work for which payment has been made or for restoration of any damaged

work or (2) waive the right of the Postal Service to require fulfillment of all the contract terms.

e. Before receiving a progress payment or final payment under this contract, the contractor must certify to the contracting officer that payment due suppliers, subcontractors or contractors under contractual arrangements with them has been made from the proceeds of prior payments or will be made in timely fashion from the payment then due the contractor.

f. Upon completion and acceptance of all work, the amount due the contractor under this contract must be paid upon the presentation of a properly executed invoice, after the contractor has furnished the Postal Service with a release of all claims against the Postal Service

arising by virtue of this contract, other than claims in stated amounts that must be specifically excepted by the contractor from the operation of the release. If the contractor's claim to amounts payable under the contract has been assigned as provided in the Assignment of Claims clause, a release may also be required of the assignee.

g. The requirements of this clause apply separately to this contract.

h. Only one payment will be made for contracts of \$25,000 or less or for a contract with a completion time of 30 days or less.

#### **F-CLAUSE F-902: Assignment of Claims (March 2016)**

a. 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.

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

#### **CHANGES/CLAIMS/DISPUTES**

##### **CLAUSE 5-1: Price Reduction for Defective Cost or Pricing Data (March 2016)**

a. If any price, including profit or fee, negotiated in connection with this contract, or modification to this contract, or any cost reimbursable under this contract, was increased by any significant amount because:

- (1) The supplier or subcontractor furnished cost or pricing data that were not complete, accurate, and current as of the date of the final agreement on price;
- (2) A subcontractor or prospective subcontractor furnished the supplier cost or pricing data that were not complete, accurate, and current as of the date of final agreement on price; or
- (3) Any of these parties furnished data of any description that were not accurate - then the price or cost will be reduced accordingly and the contract will be modified to reflect the reduction.

b. Any reduction in the contract price under paragraph a above due to defective data from a prospective subcontractor that was not awarded the subcontract will be limited to the amount, plus applicable overhead and profit markup, by which the actual subcontract, or the actual cost to the supplier if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the supplier (provided that the actual subcontract price was not itself affected by defective cost or pricing data).

**B-CLAUSE B-10: Pricing of Adjustments (March 2016)**

When costs are a factor in determining any contract price adjustment under the Changes clause or any other provision of this contract, the Conduct Price/Cost Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate sources in the Postal Services Practices in effect on the date of this contract will serve as a guide in negotiating the adjustment.

**B-CLAUSE B-21: Change Order Accounting (March 2016)**

The contracting officer may require change-order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The supplier, for each change or series of related changes, must maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) or work, both changed and not changed, allocable to the change. The supplier will maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the contracting officer or the matter is finally disposed of in accordance with the Claims and Disputes clause.

**B-CLAUSE B-3: Contract Type (March 2016)**

This is a contract.

*(Insert type of contract)*

**B-CLAUSE B-32: Differing Site Conditions (March 2016)**

a. The contractor must promptly, and before such conditions are disturbed, notify the Contracting Officer in writing of:

(1) Subsurface or latent physical conditions at the site differing materially from those indicated this contract; or

(2) Previously unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

b. The Contracting Officer must promptly investigate the conditions, and if they are found to differ materially from those indicated or anticipated and will cause a change in the contractor's cost of, or the time required for, performance of any part of the work under this contract, a modification to this contract shall be developed to cover any such changes.

c. No claim by the contractor for an equitable adjustment under this clause will be allowed when the site and subsurface investigation, and foundation design have been provided by the contractor or his agents.

d. No claim of the contractor under this clause will be allowed unless the contractor has given the written notice required in (a) above.

e. No claim by the contractor for an adjustment under this clause will be allowed if asserted after final payment has been made under this contract.

**B-CLAUSE B-37: Changes (Construction) (March 2016)**

a. The contracting officer may at any time, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:

1. In the specifications (including drawings and designs);

2. In the method or manner of performance of the work;

3. In the Postal Service-furnished facilities, equipment, materials, services, or site; or

4. Directing acceleration in the performance of the work.

b. Any other written or oral order (which, as used in this paragraph b, includes direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order only if the supplier gives the contracting officer written

notice stating (1) the date, circumstances, and source of the order and (2) that the supplier regards the order as a change order. This notification must be delivered to the contracting officer within 30 days of receipt of the change order.

c. If any change under this clause causes an increase or decrease in the supplier's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, the contracting officer will make an equitable adjustment and

modify the contract in writing. However, except for claims based on defective specifications, no claim for any change under paragraph b above will be allowed for any costs incurred more than 20 days before the supplier gives written notice as required. In the case of defective





specifications for which the Postal Service is responsible, the equitable adjustment will include any increased cost reasonably incurred by the supplier in attempting to comply with the defective specifications.

d. No claim by the supplier for an equitable adjustment will be allowed if asserted after final payment under this contract.

e. See also Clause B-10, Pricing of Adjustments.

**B-CLAUSE B-9: Claims and Disputes (April 2016)**

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act" or "CDA").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

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

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

2. For supplier claims exceeding \$100,000, the supplier must submit with the claim the following certification: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the supplier believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the supplier."

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

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

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

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

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

1. The date the contracting officer receives the claim (properly certified, if required); or
2. The date payment otherwise would be due, if that date is later, until the date of payment.

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

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

**F-CLAUSE F-1004: Equitable Adjustments (Construction) (March 2016)**

a. The contractor's written statement of the monetary extent of any claim for equitable adjustment under this contract must be submitted in the form of a lump sum proposal (unless otherwise requested) with an itemized breakdown of all increases or decreases in the cost of the

contractor's and all subcontractors' work, in at least the following detail:

1. Material quantities and unit cost
2. Labor costs (identified with specific item of material to be placed or operation to be performed)
3. Construction Equipment
4. Workmen's Compensation and Public Liability Insurance
5. Overhead
6. Profit
7. Employment taxes under FICA, Medicare, and FUTA



b. The overhead, profit and commission percentages included in the proposal, must not exceed the maximums given at the end of this paragraph, and will be considered to include, but not be limited to, insurance other than that mentioned in this "Equitable Adjustments" clause, bond or bonds, use of small tools, incidental job burdens, and general office expense. No percentages for overhead, profit or commission will be allowed on employment taxes under FICA, Medicare, and FUTA. The percentages for overhead, profit and commission will be negotiated and may vary according to the nature, extent and complexity of the work involved, but not to exceed the maximum percentages shown below. Not more than three percentages will be allowed regardless of the number of tiers of subcontractors; that is, the markup on work subcontracted by a subcontractor will be limited to one overhead percentage and one profit percentage in addition to the prime contractor's commission percentage. On proposals covering both increases and decreases in the amount of the contract, the overhead, profit, and where applicable, commission, will be computed on the net change only. On proposals for decreases in the amount of the contract, the overhead, profit, and where applicable, commission will be added to the decrease in direct cost.

	Overhead	Profit	Commission
To contractor on work performed by other than his own forces	0%	0%	10%
To contractor and / or the subcontractors for that portion of work performed with their respective forces	10%	10%	0%

c. The contractor must submit a request for time extension (if any) with its proposal.

d. In considering a proposal, the Postal Service will check estimates in detail, utilizing unit prices where specified or agreed upon, with a view to arriving at an equitable adjustment.

e. After receipt of a proposal with a detailed breakdown, the Contracting Officer will act promptly thereon, provided, however, that when the necessity to proceed with a change does not allow sufficient time to check a proposal, or in the event of failure to reach agreement on a

proposal, the Postal Service may order the contractor to proceed on the basis of price to be determined at the earliest practicable date but not to be more than the increase or less than the decrease proposed.

f. The contractor must submit all claims for equitable adjustment for differing site conditions in accordance with and subject to the requirements and limitations set forth in the "Differing Site Conditions" clause and in this "Equitable Adjustments" clause. All other claims for equitable adjustment submitted by the contractor under this contract will be subject to the requirements and limitations set forth in this clause.

g. Upon written request by the Contracting Officer, the contractor must submit a proposal, in accordance with the requirements and limitations set out in paragraphs (a) through (g) of this "Equitable Adjustments" clause, for work involving contemplated changes covered by the request, within the time limit indicated in the request or any extension of such time limit as may be subsequently granted. If, within a reasonable time after receipt of such a proposal, the Contracting Officer orders the contractor to proceed with the performance of the work contemplated, the proposal submitted prior to the order will constitute the contractor's statement of the monetary extent of claim for equitable adjustment.

## TERMINATIONS

### F-CLAUSE F-1101: Termination for Convenience (March 2016)

a. Performance under this contract may be terminated by the Postal Service in whole or in part whenever the Contracting Officer determines that termination is in the best interest of the Postal Service. A termination may be effected by delivery to the supplier of a notice of termination specifying the extent of work terminated, and the effective date of the termination.

b. Upon receipt of a notice of termination, unless otherwise directed by the Contracting Officer, the supplier must take the following actions:

- (1) Stop work to the extent specified in the notice.
- (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of the unterminated work.
- (3) Terminate all orders and subcontracts to the extent that they relate to the work terminated.
- (4) Assign to the Postal Service, as directed by the Contracting Officer, all right, title, and interest of the supplier under the orders and subcontracts terminated. The Postal Service has the right, in its discretion, to settle or pay claims arising out of these terminations.



(5) Settle all outstanding liabilities and claims arising out of the termination of orders and subcontracts, with the approval or ratification of the Contracting Officer. The Contracting Officer's decision is final for the purposes of this clause.

(6) Transfer title to the Postal Service and deliver as directed by the Contracting Officer:

(a) Work in process, completed work, and other material produced as a part of or acquired for the work terminated; and

(b) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would have been furnished to the Postal Service.

(7) Use its best efforts to sell, as directed by the Contracting Officer, any property of the types referred to in subparagraph b.6 above, provided that the supplier may acquire property under the conditions prescribed and at prices approved by the Contracting Officer, and the proceeds of any such transfer will be applied in reduction of any payments to be made by the Postal Service to the supplier, or be credited to the price or cost of the work covered by this contract, or be paid in any manner directed by the Contracting Officer.

(8) Complete performance of the work not terminated.

(9) Take any action that may be necessary, or that the Contracting Officer may direct, for protecting and preserving any property related to this contract that is in the possession of the supplier and in which the Postal Service has or may acquire an interest.

c. At any time, the supplier may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of and may request the Postal Service to remove inventory items or enter into a storage agreement covering them. Not later than 15 days after receiving this request, the Postal Service will accept title to the items and remove them or enter into a storage agreement. The list will be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days after submission of the list.

d. After termination, the supplier must submit to the Contracting Officer a termination claim in the form and with the certification prescribed by the Contracting Officer. The claim must be submitted promptly, but in no event more than one year after the effective date of termination, unless an extension in writing is granted by the Contracting Officer. However, if the Contracting Officer determines that the facts justify such action, any termination claim may be received and acted upon at any time after the one-year period. Upon failure of the supplier to submit a termination claim within the time allowed, the Contracting Officer may determine, on the basis of the information available, the amount, if any, due the supplier by reason of the termination and will pay that amount.

e. If the supplier and the Contracting Officer fail to agree on the amount to be paid to the supplier by reason of the termination, the Contracting Officer will determine the amount, if any, due the supplier and pay the supplier the contract price for completed and accepted supplies or services not previously paid for (adjusted for any saving of freight and other charges) and, with respect to all other contract work performed before the effective date of termination, the total of:

(1) The cost of such work;

(2) The cost of settling and paying claims arising out of the termination of work under subcontracts; and

(3) A profit on e.1 above, determined by the Contracting Officer to be fair and reasonable; but if it appears that the supplier would have sustained a loss on the entire contract had it been completed, no profit will be included, and an appropriate adjustment will be made

reducing the amount of the settlement to reflect the indicated rate of loss.

f. The total sum to be paid to the supplier may not exceed the total contract price as reduced by the payments made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Postal Service expressly assumed the risk of loss, there will be excluded from the amounts payable to the supplier under paragraph e above, the fair value, as determined by the Contracting Officer, of property destroyed, lost, stolen, or damaged so as to become undeliverable to the Postal Service, or to a buyer.

g. Any determination of costs will be governed by the cost principles set forth in the USPS Supplying Principles and Practices in effect on the effective date of termination.

h. The supplier has the right of review under the "Claims and Disputes" clause of any determination made by the Contracting Officer under paragraph d or e above, except that, if the supplier has failed to submit its termination claim within the time provided in paragraph d above and has failed to request an extension of time, there may be no right of review.

i. In arriving at the amount due the supplier, there must be deducted:

(1) All unliquidated advance or other payments to the supplier applicable to the terminated portion of this contract;

(2) Any claim that the Postal Service may have against the supplier under this contract; and

(3) The agreed price for or the proceeds of sale of materials, supplies, or other things kept by the supplier or sold and not recovered by or credited to the Postal Service.

j. If the termination is partial, the supplier must file with the Contracting Officer a request in writing for an equitable adjustment of the price specified in the contract relating to the continued portion of the contract.

k. The Postal Service may, under the terms and conditions it prescribes, make partial payments and payments on account in connection with the terminated portion of this contract whenever the aggregate of these payments is within the amount to which the supplier is entitled.

l. Unless otherwise provided in this contract, or by statute, the supplier, for a period of three years after final settlement, must preserve and make available to the Postal Service at all reasonable times at the supplier's office, all books, records, documents, and other evidence bearing on the costs and expenses of the supplier under this contract and relating to the work terminated. At the Contracting Officer's approval, photographs, microphotographs, or other authentic reproductions may be maintained instead of the originals.



#### **F-CLAUSE F-1102: Termination for Default (March 2016)**

a.

(1) The Postal Service may, subject to paragraphs c and d below, by written notice of default to the supplier, terminate this contract in whole or in part if the supplier fails to:

- (a) Complete the requirements of this contract within the time specified in the contract or any extension;
- (b) Make progress, so as to endanger performance of this contract (but see paragraph d below); or
- (c) Perform any of the other provisions of this contract (but see subparagraph a.2 following).

(2) The Postal Service's right to terminate this contract under a. 1(b) and (c) above may be exercised if the supplier does not cure the failure within ten days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

b. If the Postal Service terminates this contract in whole or in part, it may acquire similar supplies or services or complete the work, and the supplier will be liable to the Postal Service for any excess costs. However, the supplier must continue the work not terminated.

c. Except for defaults of subcontractors at any tier, the supplier is not liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the supplier.

d. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the supplier and subcontractor, and without the fault or negligence of either, the supplier is not liable for any excess costs for failure to perform, unless the subcontractor supplies or services were obtainable from other sources in sufficient time for the supplier to meet the required delivery schedule.

e. If this contract is terminated for default, the Postal Service may require the supplier to transfer title and deliver to the Postal Service, as directed by the Contracting Officer, any completed supplies, partially completed supplies, and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that the supplier has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the supplier must also protect and preserve property in its possession in which the Postal Service has an interest.

f. The Postal Service will pay the contract price for completed items delivered and accepted. The supplier and Contracting Officer may agree on the amount of payment for items delivered and accepted under paragraph e above for the protection and preservation of the property. Failure to agree will be a dispute under the "Claims and Disputes" clause. The Postal Service may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Postal Service against loss because of outstanding claims.

g. If, after termination, it is determined that the supplier was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience.

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

#### **INSPECTION AND ACCEPTANCE**

#### **B-CLAUSE B-33: Inspection and Acceptance (Construction) (March 2016)**

a. Postal Service inspection and testing of materials and workmanship will be made at reasonable times at the site of the work or off the site as the Contracting Officer may direct. The Contracting Officer's decision is conclusive as to whether the material involved conforms to the contract requirements. Off-site inspection or testing does not relieve the contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Postal Service after acceptance of the completed work under the terms of paragraph f of this section.

b. The contractor must, without charge, replace any material or correct any workmanship found by the Postal Service not to conform to the contract requirements, unless the Postal Service consents to accept such material or workmanship with an appropriate adjustment in contract price. The contractor must promptly segregate and remove rejected material from the premises.

c. If the contractor does not promptly replace rejected material or correct rejected workmanship, the Postal Service may, by contract or otherwise, replace or correct it and charge the cost to the contractor.

d.

(1) For USPS-provided design: The contractor must furnish (without charge) all facilities, labor, and materials needed to conduct inspections and tests as required by the specifications. The contractor will be charged any additional costs of inspection if material and workmanship are not ready at the time specified by the contractor for inspection.

(2) For Design/Build contracts: The design/build entity must furnish without any increase to the GMP or firm-fixed-price, as appropriate, all facilities, labor, and materials necessary to conduct inspections and tests as required by the Contracting Officer.

e. The Postal Service may examine completed work by removing or tearing it out. The contractor must replace or correct any work found not to conform to contract requirements. If work is torn out and found to comply with contract requirements, the Contracting Officer must make an equitable adjustment for the services provided for the inspection and replacement of the work.



f. The Postal Service will inspect the work as soon as practicable after completion. Acceptance by an authorized Postal Service representative is conclusive except in the case of latent defects, fraud, gross mistakes amounting to fraud, or Postal Service rights under any warranty or guarantee.

g. The Postal Service may terminate this contract for default and seek any remedy allowed by law if the contractor does not maintain an acceptable inspection system or promptly follow Postal Service directions to replace or correct incorrect or defective items.

**F-CLAUSE F-1201: Asbestos Free and Lead-Base Paint Free Certification (March 2016)**

The contractor must certify that no asbestos containing building materials or lead-based paints (interior or exterior) were used in this project. The contractor must include completed and unaltered asbestos free and leadbased paint certifications as a closeout submittal document as provided in B.1500 - Attachments. The only acceptable alternative for asbestos certification is to conduct a post-construction asbestos survey in accordance with AHERA requirements.

**F-CLAUSE F-1202: Project Closeout (Construction) (March 2016)**

Unless specified for an earlier date elsewhere in this contract, the contractor must process all documents for each CONTRACT, changes, claim submissions, complete all project closeout items, and submit a final report certifying that this action has been taken not later than six months from the date of facility acceptance.

**LABOR POLICIES**

**CLAUSE 1-11: Prohibition Against contracting with Former Officers or PCES Executives (March 2016)**

d. The most recent financial statement, if not a Fiscal Year statement, must be certified by either a company officer as to accuracy and veracity, or by an opinion statement on the fairness of the presentation after review by independent auditors.

**CLAUSE 1-12: Use of Former Postal Service Employees (March 2016)**

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 9-1: Convict Labor (March 2016)**

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

**CLAUSE 9-13: Affirmative Action for Handicapped Workers (March 2016)**

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 \$10,000 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 2016)**

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

b. The supplier may not discriminate against any employee or applicant because that employee or applicant is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, in regard to any

position for which the employee or applicant is qualified. The supplier agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination in all employment practices, such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

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

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

e. Whenever the supplier becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. The supplier may advise

the state system when it is no longer bound by this clause.

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

g. *Definitions:*

(1) *All Employment Openings*— This includes all positions except executive and top management, those positions that will be filled from within the 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 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 serviceconnected disability if any part of the active duty was performed: (i) In the Republic Vietnam between February 28, 1961 and May 7, 1975; or (ii) Between August 5, 1964 and May 7, 1975, in all other cases.

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

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

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

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

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

#### **CLAUSE 9-2: Contract Work Hours and Safety Standards Act - Overtime Compensation (March 2016)**

a. *Overtime Requirements* —No supplier or subcontractor contracting for any part of the contract work may require or permit any laborer or mechanic to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless the laborer or mechanic receives compensation Contract Clauses August 7, 2015 649 at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

b. *Violation, Liability for Unpaid Wages, and Liquidated Damages* —In the event of any violation of paragraph a. above, the supplier and any subcontractor responsible for the violation are liable to any affected employee for unpaid wages. The supplier and subcontractor are also liable to the Postal Service for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of paragraph a. above.

c. *Withholding for Unpaid Wages and Liquidated Damages* —The contracting officer may withhold from the supplier, from any moneys payable to the supplier or subcontractor under this or any other contract with the same supplier, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act held by the same supplier, sums as may administratively be determined necessary to satisfy any liabilities of the supplier or subcontractor for unpaid wages and liquidated damages pursuant to paragraph b. above.

d. *Records* —The supplier or subcontractor must maintain for 3 years from the completion of the contract for each laborer and mechanic (including watchmen and guards) working on the contract payroll records which contain the name, address, social security number, and classification(s) of each such employee, hourly rates of wages paid, number of daily and weekly hours worked, deductions made, and actual wages paid. The supplier or subcontractor must make these records available for inspection, copying, or transcription by authorized representatives of the contracting officer and the Department of Labor, and must permit such representatives to interview employees during working hours on the job. (The Department of Labor information collection and record keeping requirements in this paragraph d. have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

e. *Subcontracts* —The supplier must insert paragraphs a. through d. of this clause in all subcontracts, and must require their inclusion in all subcontracts at any tier.

#### **CLAUSE 9-3: Davis Bacon Act (March 2016)**

##### **a. Minimum Wages**

(1) All mechanics and laborers employed in the contract work (other than maintenance work of a recurring, routine nature necessary to keep the building or space in condition to be continuously used at an established capacity and efficiency for its intended purpose) must be paid unconditionally, and not less than once a week, without deduction or rebate (except for deductions permitted by the Copeland Regulations (29 CFR Part 3)), the amounts due at the time of payment computed at rates not less than the aggregate of the basic hourly rates and

rates of payments, contributions, or costs for any fringe benefits contained in the wage-determination decision of the Secretary of Labor, attached hereto, regardless of any contractual relationship alleged to exist between the lessor (for construction contracts, use "supplier" instead of "lessor"), or subcontractor and these laborers and mechanics. A copy of the wage-determination decision must be kept posted by the lessor at the site of the work in a prominent place where it can easily be seen by the workers.

(2) The lessor may discharge its obligation under this clause to workers in any classification for which the wage-determination decision contains:

(a) Only a basic hourly rate of pay, by making payment at not less than that rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(b) Both a basic hourly rate of pay and fringe-benefit payments, by paying in cash, by irrevocably contributing to a fund, plan, or program for, or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by a combination of these.

(3) Contributions made, or costs assumed, on other than a weekly basis (but not less often than quarterly) are considered as having been constructively made for a weekly period. When a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the lessor pays a cash equivalent



or provides an alternative fringe benefit, the lessor must furnish information with the lessor's payrolls showing how the lessor determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage-determination fringe benefits. When the lessor provides a fringe benefit different from that contained in the wage determination, the lessor must show how the hourly rate was arrived at. In the event of disagreement as to an equivalent of any fringe benefit, the Contracting Officer must submit the question, together with the Contracting Officer's recommendation, to the Secretary of Labor for final determination.

(4) If the supplier does not make payments to a trustee or other third person, the supplier may consider as payment of wages the costs reasonably anticipated in providing bona fide fringe benefits, but only with the approval of the Secretary of Labor pursuant to a written request by the lessor. The Secretary of Labor may require the lessor to set aside assets in a separate account, to meet the lessor's obligations under any unfunded plan or program.

(5) The Contracting Officer will require that any class of laborers or mechanics not listed in the wage determination but to be employed under the contract will be classified in conformance with the wage determination and report the action taken to:

ADMINISTRATOR OF THE WAGE AND HOUR DIVISION EMPLOYMENT STANDARDS ADMINISTRATION

US DEPARTMENT OF LABOR

WASHINGTON DC 20210-0001

for approval. The Contracting Officer will approve an additional classification and wage rate and fringe benefits therefore only if:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (6) If the lessor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate and fringe benefits therefore, the Contracting Officer must submit the question, together with the views of the interested parties and the Contracting Officer's recommendation, to the Wage and Hour Administrator for final determination. The Administrator or an authorized representative will, within 30 days of receipt, approve, modify, or disapprove every proposed

additional classification action, or issue a final determination if the parties disagree, and so advise the Contracting Officer or advise that additional time is necessary. The finally approved wage rate (and fringe benefits if appropriate) must be paid to all workers performing work in the classification under the contract from the first day work is performed in the classification. The lessor must post a copy of the final determination of the conformance action with the wage determination at the site of the work. (The Department of Labor information collection and

reporting requirements contained in subparagraph a.5 above and in this subparagraph a.6 have been approved by the Office of Management and Budget under OMB control number 1215- 0140.)

#### b. Apprentices and Trainees

(1) Apprentices may be permitted to work only when

(a) registered, individually, under a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such recognized agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training; or

(b) if not individually registered in the program, certified by the Bureau of Apprenticeship and Training or state agency (as appropriate) to be eligible for probationary employment as an apprentice. Trainees may be permitted to work only if individually registered in a program approved by the Employment and Training Administration, U.S. Department of Labor.

(2) The ratio of apprentices to journeymen or trainees to journeymen in any craft classification must not be greater than that permitted for the lessor's entire work force under the registered apprenticeship or trainee program. Apprentices and trainees must be paid at least the applicable wage rates and fringe benefits specified in the approved apprenticeship or trainee program for the particular apprentice's or trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. If the apprenticeship or trainee program does not specify fringe benefits, apprentices or trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification unless the Administrator of the Wage and Hour Division determines that a different practice prevails. Any employee listed on a payroll at an apprentice or trainee wage rate but not registered, or performing work on the job site in excess of the ratio permitted under the registered program, must be paid the wage rate on the wage determination for the

classification or work actually performed.

(3) If the Bureau of Apprenticeship and Training or the state agency recognized by the Bureau (as appropriate) withdraws approval of an apprenticeship program, or if the Employment and Training Administration withdraws approval of a trainee program, the supplier will no longer be permitted to utilize apprentices or trainees (as appropriate) at less than the applicable predetermined rate for the work performed until an acceptable program is approved (See 29 CFR 5.16 for special provisions that apply to training plans approved or recognized by the Department of Labor prior to August 20, 1975.).

(4) The utilization of apprentices, trainees, and journeymen must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### c. Overtime Compensation

(1) The lessor may not require or permit any laborer or mechanic employed on any work under this contract to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.





(2) For violations for subparagraph c.1 above, the lessor is liable for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of subparagraph c.1 above.

(3) The Contracting Officer may withhold from the lessor sums as may administratively be determined necessary to satisfy any liabilities of the lessor for unpaid wages and liquidated damages pursuant to subparagraph c.2 above.

#### d. Payroll and Other Records

(1) For all laborers and mechanics employed in the work covered by this clause, the lessor must maintain payrolls and related basic records and preserve them for a period of three years after contract completion. The records must contain the name, address, and social

security number of each employee, the employee's correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the lessor has obtained approval from the Secretary of Labor to assume a commitment to bear the cost of fringe benefits under subparagraph a.4, above, the lessor must maintain records showing the commitment and its approval, communication of the plan or program to the employees affected, and the costs anticipated or incurred under the plan or program. Lessors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (The Department of Labor information collection and record keeping requirements in this subparagraph d.1 have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017).

(2) The lessor must submit weekly, for each week in which any work covered by this clause is performed, a copy of all payrolls to the Contracting Officer. The lessor is responsible for the submission of copies of payrolls of all subcontractors. The copy must be accompanied by a statement signed by the lessor indicating that the payrolls are correct and complete, that the wage rates contained in them are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Submission of the Weekly Statement of Compliance (see 29 CFR 5.5(a)(3)(ii)) required under this agreement satisfies this requirement. As required by this clause, the lessor must submit a copy of any approval by the Secretary of Labor (The Department of Labor information collection and reporting requirements in this subparagraph d.2 have been approved by the Office of Management and Budget under OMB control number 1215-0149.).

(3) The lessor's records required under this clause must be available for inspection by authorized representatives of the Contracting Officer and the Department of Labor, and the lessor must permit the representative to interview employees during working hours on the

job.

(4) The lessor must comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are hereby incorporated in this contract by reference.

e. Withholding of Funds: The Contracting Officer may withhold from the lessor under this or any other contract with the lessor so much of the accrued payments or advances as is considered necessary to pay all laborers and mechanics the full amount of wages required by

this contract, or any other contract subject to the Davis-Bacon prevailing wage requirements that is held by the lessor.

#### f. Subcontracts

(1) If the lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work any of the wages required by the contract, the Contracting Officer may, after written notice to the lessor, suspend further payments or advances to the lessor until violations have ceased.

(2) The lessor agrees to insert this clause, including this paragraph f, in all subcontracts hereunder. The term "lessor" as used in this clause in any subcontract, is deemed to refer to the lower-tier subcontractor.

g. Compliance with Davis-Bacon and Related Acts Requirements. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

#### h. Certification of Eligibility

(1) By entering into this contract, the lessor certifies that neither it nor any person or firm having an interest in the lessor is ineligible to be awarded contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract will be subcontracted to any person or firm ineligible for contract award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Contract Termination and Debarment. A breach of this Davis-Bacon Act clause may be grounds for termination of the contract and debarment as a supplier and subcontractor as provided in 29 CFR 5.12.

j. Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this contract are not subject to the "Claims and Disputes" clause. They will be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR

Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the lessor (or any of its subcontractors) and the Postal Service, the U.S. Department of Labor, or the employees or their representatives.

#### **CLAUSE 9-4: Compliance by States with Labor Standards (March 2016)**



a. The supplier agrees to comply with the Clause 9-2: Contract Work Hours and Safety Standards Act — Overtime Compensation and Clause 9-3: Davis-Bacon Act of this contract, to provide for similar compliance in subcontracts with states or political subdivisions thereof, and to insert the clauses in all subcontracts with private persons or firms.

**CLAUSE 9-5: Contract Work Hours and Safety Standards Act - Safety Standards (March 2016)**

a. To the extent that the work includes construction, alteration, repair, painting, or decorating, the lessor (for construction contracts, use “supplier” instead of “lessor”) may not require any laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the laborer’s or mechanic’s health or safety, as provided under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR 1910 and 1926).

b. If the lessor fails to comply with this clause, the Postal Service, at its discretion, may cancel this contract, contract for the balance of the work or term, and charge to the lessor any additional costs incurred.

c. The lessor agrees to insert this clause, including this paragraph c., in all subcontracts and to require its inclusion in all subcontracts at any tier. The term “lessor,” as used in this clause in any subcontract, is deemed to refer to the lower-tier subcontractor.

**CLAUSE 9-7: Equal Opportunity (March 2016)**

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 9-8: Affirmative Action Compliance Requirements for Construction (March 2016)**

a. *Definitions:*

(1) *Covered Area* —The geographical area described in the solicitation for this contract.

(2) *Director* —Director, Office of Federal Contract Compliance Programs (OFCCP), United States Department of Labor, or any person to whom the Director delegates authority.

(3) *Employer Identification Number* —The federal Social Security number used on the employer’s quarterly federal tax return, U.S. Treasury Department Form 941.

(4) *Minority* means:

(a) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);



(b) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(c) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); and

(d) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

b. If the supplier, or subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 must include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this.

c. If the supplier is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) must comply with the plan for those trades that have unions participating in the plan. Suppliers must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each supplier or subcontractor participating in an approved plan is also required to comply with its obligations under Clause 9-7: Equal Opportunity, and to make a good-faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other suppliers or subcontractors toward a goal in an approved plan does not excuse any supplier's or subcontractor's failure to make good-faith efforts to achieve the plan's goals. Supplying Principles and Practices 658 SPs and Ps

d. The supplier must implement the affirmative action procedures set forth in paragraph g. below. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the supplier should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the supplier performs construction work in a geographical area located outside of the covered area, it must apply the goals established for the geographical area where that work is actually performed. The supplier is expected to make substantially uniform progress toward its goals in each craft.

e. Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the supplier has a collective bargaining agreement, to refer minorities or women will excuse the supplier's obligations under this clause, Executive Order (EO) 11246, as amended, or the regulations under the Executive Order.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the supplier during the training period, and the supplier must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

g. The supplier must take affirmative action to ensure equal employment opportunity. The evaluation of the supplier's compliance with this clause will be based upon its effort to achieve maximum results from its actions. The supplier must document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the supplier's employees are assigned to work. The supplier, if possible, will assign two or more women to each construction project. The supplier must ensure that foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the supplier's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the supplier or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to Contract Clauses August 7, 2015 659 the union hiring hall for referral and was not referred back to the supplier by the union or, if referred back, not employed by the supplier, this fact must be documented in the file, along with whatever additional actions the supplier may have taken.

(4) Immediately notify the Director when the union or unions with which the supplier has a collective bargaining agreement have not referred back to the supplier a minority or woman sent by the supplier, or when the supplier has other information that the union referral process has impeded the supplier's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the supplier's employment needs, especially those programs funded or approved by the Department of Labor. The supplier must provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the supplier's equal employment policy by:

(a) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the supplier in meeting its contract obligations;

(b) Including the policy in any policy manual and in collective bargaining agreements;

(c) Publicizing the policy in such publications as the company newspaper and annual report;

(d) Reviewing the policy with all management personnel and with all minority and female employees at least one a year; and

(e) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the supplier's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all onsite supervisory personnel before initiating construction work at a job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.



(8) Disseminate the supplier's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other suppliers and Supplying Principles and Practices 660 SPs and Ps subcontractors which with the supplier does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the supplier's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. When feasible, provide afterschool, summer, and vacation employment to minority and female youth both on the site and in other areas of the supplier's workforce.

(11) Validate all tests and other selection requirements when required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training and other activities, opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the supplier's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction suppliers and suppliers, including circulation of solicitations to minority and female supplier associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the supplier's equal employment policy and affirmative action obligations.

h. The supplier is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in paragraph g. above. The efforts of a supplier association, joint supplier-union, supplier-community, or similar group of which the supplier is a member and participant may be asserted as fulfilling one or more of its obligations under paragraph g. above, provided the supplier:

(1) Actively participates in the group; Contract Clauses August 7, 2015 661

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the supplier's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the supplier. The obligation to comply is the supplier's, and failure of such a group to fulfill an obligation will not be a defense for the supplier's noncompliance.

i. A single goal for minorities and a separate single goal for women must be established. The supplier is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the supplier may be in violation of EO 11246, if a particular group is employed in a substantially disparate manner.

j. The supplier may not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

k. The supplier may not enter into any subcontract with any person or firm debarred from government contracts under EO 11246.

l. The supplier must carry out such sanctions and penalties for violation of this clause and of Clause 9-7: Equal Opportunity, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under EO 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered will be a violation of this clause and EO 11246.

m. The supplier in fulfilling its obligations under this clause must implement affirmative action procedures at least as extensive as those prescribed in paragraph g. above, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the supplier

fails to comply with the requirements of EO 11246, the implementing regulations, or this clause, the contracting officer will take action as prescribed in 41 CFR 60-4.8.

n. The supplier must designate a responsible official to:

(1) Monitor all employment-related activity to ensure that the supplier's equal employment policy is being carried out;

(2) Submit reports as may be required; and

(3) Keep records that at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily Supplying Principles and Practices 662 SPs and Ps understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.



o. Nothing contained in this clause may be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (for example, those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## SUPPLIER RELATIONS

### CLAUSE 3-1: Small, Minority, and Women-owned Business Subcontracting Requirements (March 2016)

Note: Applicable for contracts exceeding \$1,000,000

No sub-contracting plan is required with the initial proposal submittal.

a. All suppliers 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 or 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 sub-contracts 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 reports on sub-contracting activity 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 Women-owned Businesses (April 2016)

Note: Applicable for contracts exceeding \$500,000

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 (See Section B.1500 – Attachments for a sample Report) to the contracting officer with each payment request, describing all subcontract awards to small, minority, or woman-owned businesses. The contracting officer may require more frequent reports.

**Attachments**

- 01 General Requirements - Division 1-33
- 02 Drawings List/Drawings
- 03 Performance Bond (Form)
- 04 Payment Bond (Form)
- 05 DOL Wage Rates (Davis Bacon) (TX291 dated 5/06/2016 and TX35 dated 1/08/2016)
- 06 DOL Wage Rate Report (Form)
- 07 Subcontracting Plan (Not Applicable)
- 08 Release of Claims (Form)
- 09 State Sales Tax Exemption Info.
- 10 Proposal Cost Breakdown (Form)
- 11 Management Plan (Not Applicable)
- 12 Offerors' Proposal Return Package
- 13 List of Prequalified Contractors (Not Applicable)
- 14 Functional Design Specification (SOW) (Not Applicable)
- 15 Subsurface Investigation Report (Not Applicable)
- 16 Environmental Reports
- 17 Safety & Health Guide For Contractors (Occupied Buildings)
- 18 Certificate - Asbestos/Lead Paint
- 19 Basic Security Clearance Requirements (Form)
- 20 Notes to Offerors

**GENERAL REQUIREMENTS - DIVISION 1- 33**

**Attachment 01**

REFER TO ATTACHED PDF FILES LOCATED IN EMPTORIS

SPECIFICATIONS (138 pages)



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00 00 10 - Table of Contents  
00 00 15 - List of Drawings

00 30 00 - Information Available to Bidders  
00 30 01 - Asbestos-Containing Building Material Operations and Maintenance Plan

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01 10 00 - Summary of Work  
01 32 00 - Construction Progress Documentation  
01 33 00 - Submittal Procedures  
01 33 01 - Attachment (SOV)  
01 35 43 - Environmental Procedures  
    (Attachment A – Safety and Health Guide for Contractors)  
    (Attachment B – Certificate of Asbestos and Lead Based Paint)  
01 40 00 - Quality Requirements  
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01 60 00 - Product Requirements  
01 73 00 - Execution  
01 74 19 - Construction Waste Management and Disposal  
    (Attachment A Summary of Solid Waste Disposal & Diversion)  
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02 41 19 - Selective Demolition  
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**DIVISION 09 - FINISHES**

09 65 00 – Resilient Flooring  
09 68 00 - Carpet

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**DRAWINGS LIST/DRAWINGS**

**Attachment 02**

REFER TO ATTACHED PDF FILES LOCATED IN EMPTORIS

DRAWINGS (6 pages)

## List of Drawings

T1.1	Title Sheet
A0.1	Overall Floor Plan
A0.2	Partial Demolition Plan (Part A)
A0.3	Partial Demolition Plan (Part B)
A1.2	Partial Finish Plan (Part A)
A1.3	Partial Finish Plan (Part B)

**PERFORMANCE BOND (FORM)**

**Attachment 03**



# Performance Bond

<b>Facility:</b> DALLAS, TX - P&DC	<b>Contract Date:</b>	<b>Contract Number:</b>
<b>Principal (Legal Name and business address):</b>	<b>TYPE OF ORGANIZATION ("X" one)</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <b>STATE OF INCORPORATION:</b> _____	
<b>Parent Surety:</b> Name: Contact: Address: City:                      State:      Zip: Phone:                      Fax:	<b>Local Surety:</b> Name: Contact: Address: City:                      State:      Zip: Phone:                      Fax:	

**Penal Sum of Bond:**

We, the principal and Surety(ies) hereto, are firmly bound to the United States Postal Service (the Postal Service) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided that where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITIONS OF THIS OBLIGATION is that the Principal and the Postal Service entered into the contract identified above. If the Principal:

- (a) Performs and fulfills all the terms and conditions of the contract during its original term and any extensions granted by the Postal Service, with or without notice to the Surety(ies) and during the life of any warranty or guaranty required under the contract, and performs and fulfills all the terms and conditions all duly authorized modifications of the contract, notice of which Surety(ies) hereby waive(s); and
- (b) If the contract is subject to the Miller Act, as amended (40 U.S.C. 270a-270e), pay to the Postal Service the full amount of the taxes imposed which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which the bond is furnished; then the above obligation shall be void.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

### PRINCIPAL

_____ <b>Signature</b>	<b>Seal</b>	_____ <b>Name &amp; Title (Typed)</b>
_____ <b>Signature</b>	<b>Seal</b>	_____ <b>Name &amp; Title (Typed)</b>



# Performance Bond

## CORPORATE SURETY(IES)

### SURETY A

\_\_\_\_\_  
Name & Address

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Liability Limit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Typed)

Seal

### SURETY B

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Liability Limit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Typed)

Seal

	Rate per Thousand	Total
Bond Premium	\$	\$

## PERFORMANCE BOND INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There may be no deviation from this form without approval from the U. S. Postal Service.
2. The full legal name and business address of the Principal must be inserted in the space designated PRINCIPAL on the face of this form. The bond must be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.
3. Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporation surety is involved, their names and addresses (City and State) must be inserted in the spaces (Surety A, Surety B, etc.) headed CORPORATE SURETY(IES), and in the space designated Surety(ies) on the face of this form only the letter identification of the Sureties must be inserted.
4. Corporations executing the bond must affix their seals. Individuals must execute the bond above the word SEAL, and, if executed in Maine or New Hampshire, must also affix an adhesive seal.
5. The name of each person signing this performance bond should be typed in the space provided.

**PAYMENT BOND (FORM)**

**Attachment 04**



# Payment Bond

<b>Facility:</b> DALLAS, TX - P&DC	<b>Contract Date:</b>	<b>Contract Number:</b>
<b>Principal (Legal Name and business address):</b>	<b>TYPE OF ORGANIZATION ("X" one)</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <b>STATE OF INCORPORATION:</b> _____	
<b>Parent Surety:</b> Name: Contact: Address: City:                      State:      Zip: Phone:                      Fax:	<b>Local Surety:</b> Name: Contact: Address: City:                      State:      Zip: Phone:                      Fax:	

**Penal Sum of Bond:**

We, the principal and Surety(ies) hereto, are firmly bound to the United States Postal Service (the Postal Service) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided that where the sureties are corporations acting as co-sureties, we the Sureties, bind ourselves in such sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITIONS OF THIS OBLIGATION is that the Principal and the Postal Service entered into the contract identified above (the contract). If the Principal promptly pays all persons supplying labor and material in the prosecution of the work provided for in the contract, and any and all duly authorized modifications of the contract notice of which the Surety(ies) hereby waive(s), then the above obligation shall be void.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this payment bond and have affixed their seals on the date set forth above.

### PRINCIPAL

_____ <b>Signature</b>	<b>Seal</b>	_____ <b>Name &amp; Title (Typed)</b>
_____ <b>Signature</b>	<b>Seal</b>	_____ <b>Name &amp; Title (Typed)</b>





## Payment Bond

### CORPORATE SURETY(IES)

#### SURETY A

\_\_\_\_\_  
Name & Address

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Liability Limit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Typed)

Seal

#### SURETY B

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Liability Limit

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Typed)

Seal

### PAYMENT BOND INSTRUCTIONS

1. This form for the protection of persons supplying labor and material must be used whenever a payment bond is required under the act of August 24, 1935, 49 Stat. 793 as amended (40 U.S.C. 270a-270e). There must be no deviation from this form without approval from U. S. Postal Service.
2. The full legal name and business address of the Principal must be inserted in the space designated PRINCIPAL on the face of this form. The bond must be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.
3. Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporation surety is involved, their names and addresses (City and State) must be inserted in the spaces (Surety A, Surety B, etc.) headed CORPORATE SURETY(IES), and in the space designated Surety(ies) on the face of this form only the letter identification of the Sureties must be inserted.
4. Corporations executing the bond must affix their seals. Individuals must execute the bond above the word SEAL, and, if executed in Maine or New Hampshire, must also affix an adhesive seal.
5. The name of each person signing this payment bond should be typed in the space provided.

**DOL WAGE RATES (DAVIS BACON) (TX291 DATED 5/06/2016 AND TX35 DATED 1/08/2016)**

**Attachment 05**

General Decision Number: TX160291 05/06/2016 TX291

Superseded General Decision Number: TX20150291

State: Texas

Construction Type: Building

County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016
4	05/06/2016

ASBE0021-011 05/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 21.52	7.15

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

CARP1421-002 04/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 26.60	8.65

ELEV0021-006 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.01	29.985+a

FOOTNOTES: a - A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on

regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day,  
Thanksgiving Day, the Friday after Thanksgiving Day,  
Christmas Day, and Veterans Day.

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ENGI0178-005 06/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 29.00	10.60
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

-----  
IRON0263-005 06/01/2015

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.00	6.55

-----  
\* PLUM0100-005 05/01/2016

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.14	10.41
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.14	10.41

-----  
SUTX2014-017 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 19.50	4.27
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.13	2.97
CAULKER.....	\$ 14.71	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.40	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.45	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 21.52	4.16
ELECTRICIAN (Communication Technician Only).....	\$ 16.40	2.87
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.03	3.04
ELECTRICIAN, Excludes Low		

Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 21.51	3.69
FORM WORKER.....	\$ 12.32	0.00
GLAZIER.....	\$ 16.15	2.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.26	0.00
INSTALLER - SIGN.....	\$ 15.61	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.24	0.00
LABORER: Common or General.....	\$ 11.57	0.00
LABORER: Mason Tender - Brick...	\$ 11.00	1.70
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.64	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 14.50	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 12.00	0.23
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.06	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 13.00	0.50
OPERATOR: Forklift.....	\$ 13.38	0.81
OPERATOR: Grader/Blade.....	\$ 13.05	0.00
OPERATOR: Loader.....	\$ 14.02	1.82
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray, Excluding		

Drywalling/Taping).....	\$ 13.60	2.24
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.28	3.04
PLASTERER.....	\$ 15.37	0.00
PLUMBER (HVAC Pipe Installation Only).....	\$ 23.87	6.66
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.70	5.65
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.10	5.50
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	7.23
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.25	15.55
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.40	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



General Decision Number: TX160035 01/08/2016 TX35

Superseded General Decision Number: TX20150035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

\* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		
Asphalt Raker.....	\$ 12.69	
Flagger.....	\$ 10.06	
Laborer, Common.....	\$ 10.72	
Laborer, Utility.....	\$ 12.32	
Pipelayer.....	\$ 13.24	
Work Zone Barricade Servicer.....	\$ 11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 15.32	
Asphalt Paving Machine.....	\$ 13.99	
Broom or Sweeper.....	\$ 11.74	

Concrete Pavement	
Finishing Machine.....	\$ 16.05
Concrete Saw.....	\$ 14.48
Crane Operator, Lattice	
Boom 80 Tons or Less.....	\$ 17.27
Crane Operator, Lattice	
Boom over 80 Tons.....	\$ 20.52
Crane, Hydraulic 80 Tons	
or Less.....	\$ 18.12
Crawler Tractor.....	\$ 14.07
Excavator, 50,000 pounds	
or less.....	\$ 17.19
Excavator, over 50,000	
pounds.....	\$ 16.99
Foundation Drill , Truck	
Mounted.....	\$ 21.07
Foundation Drill, Crawler	
Mounted.....	\$ 17.99
Front End Loader 3 CY or	
Less.....	\$ 13.69
Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine....	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73
Servicer.....	\$ 14.58
Steel Worker (Reinforcing).....	\$ 16.18
TRUCK DRIVER	
Lowboy-Float.....	\$ 16.24
Off Road Hauler.....	\$ 12.25
Single Axle.....	\$ 12.31
Single or Tandem Axle Dump	
Truck.....	\$ 12.62
Tandem Axle Tractor with	
Semi Trailer.....	\$ 12.86
Transit-Mix.....	\$ 14.14

WELDER.....\$ 14.84

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

□

**DOL WAGE RATE REPORT (FORM)**

**Attachment 06**

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008  
Expires: 02/28/2018

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.



**SUBCONTRACTING PLAN**

**Attachment 07  
(NOT APPLICABLE)**

**RELEASE OF CLAIMS (FORM)**

**Attachment 08**

CONTRACTOR'S RELEASE

Contract No. \_\_\_\_\_

Pursuant to the terms of \_\_\_\_\_ and in consideration of the sum of \_\_\_\_\_ which has been or is to be paid under the said contract to \_\_\_\_\_ (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES POSTAL SERVICE. (hereinafter called the Postal Service), does remise, release and discharge the Postal Service, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract except:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:
  
2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
  
3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Postal service against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification of the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

Certificate

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the corporation named as Contractor in the foregoing release; that \_\_\_\_\_ who signed said release on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

\_\_\_\_\_

## STATE SALES TAX EXEMPTION INFORMATION

Attachment 09

STATE OF TEXAS

Clause 7-6: Federal, State, and Local Taxes (March 2006) Modified (Revised 2014)

Except as this contract may otherwise provide the contract includes all applicable federal, state, and local taxes and duties in effect on the date of contract award, but does not include any taxes from which the Postal Service, the contractor, or this transaction is exempt.

The supplier must diligently apply for and obtain any exemptions from taxes allowed under state law. In order to support this effort, the Postal Service, without liability, refers the supplier to the information contained in Attachment 01 to this solicitation for supplier to utilize. The supplier should consult with its own advisors or attorneys regarding the availability of the state sales tax exemption, if any. No modifications will be made to this contract if the supplier fails to secure an available exemption. Where appropriate, the Postal Service will cooperate in the completion of forms required to secure the exemption.

Attachment 01 - Texas Sales and Use Tax Exemption Certificate (Form 01-339(Back))

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchaser claims this exemption for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

<div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">sign here</div> <div style="font-size: 2em;">➤</div> </div>	Title	Date
---	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.**  
**Do not send the completed certificate to the Comptroller of Public Accounts.**

**PROPOSAL COST BREAKDOWN (FORM)**

**Attachment 10**

## Schedule of Values

Facility: Dallas TX P&DC

Contractor:

Date:

Item	Description of Work	Scheduled Value	Work Completed					Work Remaining	
			Previous Application	This Application		Total Completed and Stored	%	Balance to Finish	Retainage
				Work In Place	Stored Materials				
Division 01	<b>General Conditions</b>	%							
1.0	Overhead								
1.1	Profit								
1.2	Bonds & Insurance								
1.3	Bldg. Permits								
1.4	O. & M. manuals								
1.5	Training								
1.6	Subtotal, % only	-	-	-	-	-	-	-	-
Division 02	<b>Existing Conditions</b>								
2.0	Demolition								
Division 03	<b>Concrete</b>								
3.0	Site Concrete								
3.1	Building Concrete								
Division 04	<b>Masonry</b>								
4.0	Masonry								
Division 05	<b>Metals</b>								
5.0	Structural Steel								
5.1	Steel Joists								
5.2	Steel Deck								
5.3	Metal Studs								
5.4	Handrails & Railings								
Division 06	<b>Wood, Plastics and Composites</b>								
6.0	Rough Carpentry								
6.1	Finish Carpentry								
Division 07	<b>Thermal &amp; Moisture Protection</b>								
7.0	Roofing System								
7.1	Wall Insulation & V.B.								
Division 08	<b>Openings</b>								
8.0	Doors & Frames								
8.1	Specialty & Grilles								
8.2	Impact Traffic Doors								
8.3	Storefronts								
8.4	Hardware								
8.5	Other Glazing								
8.6	Sectional Knockout Doors								
Division 09	<b>Finishes</b>								
9.0	Gypsum Board								
9.1	Tile								
9.2	Acoustical Ceiling								
9.3	Resilient & Carpet								
9.4	Painting								

Item	Description of Work	Scheduled Value	Work Completed					Work Remaining	
			Previous Application	This Application		Total Completed and Stored	%	Balance to Finish	Retainage
				Work In Place	Stored Materials				
Division 10	<b>Specialties</b>								
10.0	Toilet Accessories								
10.1	Flagpoles								
10.2	Exterior Signage								
10.3	Interior Signage								
10.4	Lockers								
10.5	Wall and Door Protection								
10.6	Toilet Compartment								
Division 11	<b>Equipment</b>								
11.0	Dock Equipment								
11.1	Food Service Equipment								
Division 12	<b>Furnishings</b>								
12.0	Casework								
Division 13	<b>Special Construction</b>								
13.0	Metal Building Systems								
13.2	Vaults								
Division 14	<b>Conveying Equipment</b>								
Division 21	<b>Fire Suppression</b>								
21.0	Fire Sprinkler System								
Division 22	<b>Plumbing</b>								
22.0	Plumbing								
Division 23	<b>Heating Ventilating and Air Conditioning</b>								
23.0	Duct Cleaning								
23.1	Air Handling Units								
23.2	Heating & Ventilation Units								
23.3	HVAC Pumps								
23.4	VAV Terminal Units								
23.5	Rooftop Units								
23.6	VRV Systems								
23.7	Unit Heaters								
23.8	Chillers								
23.9	Cooling Towers								
23.10	Water Treatment								
23.11	Controls Systems								
23.12	Ductwork and Duct Insulation								
23.13	HVAC Piping & Insulation								
23.14	Testing & Balancing / Commissioning Assistance								
Division 25	<b>Integrated Automation</b>								
25.0	Building Automation System								
25.1	EEMS Integration								
Division 26	<b>Electrical</b>								
26.0	Electrical Power								
26.1	Electrical Lighting								
Division 27	<b>Communications</b>								
27.0	Communications Systems								
Division 28	<b>Electronic Safety and Security</b>								
28.0	IDS System								
28.1	Robbery Countermeasure CCTV								
28.2	Investigative CCTV								
28.3	Physical Access Control System (PACS)								
28.4	Fire Alarm System								
28.5	Security CCTV								



Item	Description of Work	Scheduled Value	Work Completed					Work Remaining	
			Previous Application	This Application		Total Completed and Stored	%	Balance to Finish	Retainage
				Work In Place	Stored Materials				
Division 31	<b>Earthwork</b>								
31.0	Site Clearing								
31.1	Earthwork (develop.)								
31.2	Earthwork (finish)								
Division 32	<b>Exterior Improvements</b>								
32.0	Paving (off-site)								
32.1	Paving								
32.2	Chain Link Fence & Gates								
32.3	Landscaping								
Division 33	<b>Utilities</b>								
33.0	Utilities & Fees (off-site)								
33.1	Utilities (on-site)								
33.2	Electrical (site)								
	<b>Subtotal</b>		(without General Conditions)						
Subtotal	<b>Site Development</b>		(#2.0, #31.0, #31.1, #32.0 and #33.0) x (100% + #1.7 percentage)						
	<b>Site Improvement</b>		(#3.0, #10.2, #31.2, #32.1, #32.2, #32.3, #33.1 and #33.2) x (100% + #1.7 percentage)						
	<b>Building</b>		(Construction costs not including Sitework cost) x (100% + #1.6 percentage)						
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**MANAGEMENT PLAN**

**Attachment 11**

**(NOT APPLICABLE)**

**OFFERORS' PROPOSAL RETURN PACKAGE**

**Attachment 12**

**OFFERORS' PROPOSAL RETURN PACKAGE**

**Attachment 12**

SEE ATTACHED OFFEROR'S RETURN PACKAGE LOCATED IN EMPTORIS (8 pages)

**LIST OF PREQUALIFIED CONTRACTORS**

**Attachment 13  
(NOT APPLICABLE)**

**FUNCTIONAL DESIGN SPECIFICATION (SOW)**

**Attachment 14  
(NOT APPLICABLE)**

**SUBSURFACE INVESTIGATION REPORT**

**Attachment 15**

**(NOT APPLICABLE)**

**ENVIRONMENTAL REPORTS**

**Attachment 16**

THE ASBESTOS-CONTAINING BUILDING MATERIAL OPERATIONS AND  
MAINTENANCE PLAN IS CONTAINED IN THE PROJECT SPECIFICATIONS.



**SAFETY & HEALTH GUIDE FOR CONTRACTORS (OCCUPIED BUILDINGS)**

**Attachment 17**

## **Safety and Health Guide for Contractors**

- Certificate of Understanding
- Safety and Health and Related Environmental Requirements
- Emergency Procedures

## Certificate of Understanding

This *Safety and Health Guide for Contractors* was developed by the Postal Service to provide guidance for contractors hired to perform repair, alteration, renovation, demolition, equipment installation, and other work requiring access to postal-owned or -leased property.

### Distribution

A copy of this Certificate of Understanding should be signed by the contractor's representative at the postaward orientation conference or before the commencement of work. A copy of this guide should be readily accessible where the work is being performed. The contracting officer's representative (COR) should thoroughly brief the contractor's representative on the Contract Safety and Health Requirements contained herein.

### Contractor's Verification Statement

As a representative of \_\_\_\_\_  
(contractor's name), I have received the *Safety and Health Guide for Contractors* prepared by the Postal Service. As the contractor's representative, I understand and accept the requirements contained herein, and I have reviewed each of the required sections of the guide with the COR and/or the designated Postal Service representative. I agree to review the contents of this guide with all subcontractors hired to perform work on postal property.

### Contractor's Representative

Printed Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Designated Postal Service Representative

Printed Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Safety Representative (If Required by COR)

Printed Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Postal Service CO, COR, or Project Manager

Printed Name: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Maintain a copy of this signed form in the Postal Service and contractor's project files.**

## Safety and Health and Related Environmental Requirements

Issue	Regulatory Statement	Postal Requirements
<b>Asbestos</b>	Asbestos-containing building materials (ACBM) is regulated by OSHA standards 29 CFR 1910.1001 and 1926.1101 requirements as well as by the Toxic Substances Control Act, the National Emissions Standards for Hazardous Air Pollutants, and the Resource Conservation and Recovery Act.	<p><i>Review of Facility Asbestos Survey:</i> Before any building maintenance, equipment installation, renovation, alteration, demolition, or other project begins, determine whether ACBM will be disturbed.</p> <p><i>Proper Work Practices:</i> If ACBM is present, follow proper control procedures and work practices.</p> <p><i>Consultation With Facility Asbestos Coordinator:</i> Consult with the facility manager or his or her designee before the start of any work likely to disturb ACBM. Disturbance means activities that crumble or pulverize ACBM or presumed asbestos-containing material (PACM) or generate visible debris. Operations may include drilling, abrading, cutting a hole, pulling cable, and crawling through tunnels or attics and spaces above the ceiling where asbestos is actively disturbed or asbestos-containing debris is actively disturbed.</p> <p><i>Asbestos Work Authorization:</i> You must have an approved Form 8210, <i>Work Authorization — Asbestos</i>, before work begins within any building containing asbestos.</p>
<b>Barricades, Barriers, and Warnings</b>	Barricades are required for most contractor activities to isolate the work area from other personnel and to protect the contractor's employees. OSHA barricade requirements are found in 29 CFR 1926, Subpart G, and other 29 CFR 1910 and 1926 standards.	Your barricades must meet the OSHA requirements. In addition, you assume control of your work area during your activities unless otherwise specified in writing by the contracting officer (CO) or contracting officer's representative (COR).
<b>Confined Spaces</b>	OSHA confined space requirements are found in 29 CFR 1910.146.	<p>Confined space work must meet the OSHA requirements. You must have a comprehensive confined space program that includes a written program, employee training, entry and testing equipment, and rescue capabilities.</p> <p>If you require access to confined space requiring a permit, then the trained, designated Postal Service representative must review and approve the project and permit. Entry into other confined spaces must be in accordance with OSHA regulations.</p>
<b>Electrical Work</b>	OSHA has extensive electrical safety requirements in general industry (29 CFR 1910, Subpart S) and construction (29 CFR 1926, Subpart K) that must be followed. All electrical installations, modifications, etc., must comply with the most current edition of the National Electric Code NFPA 70 and the applicable State Electrical Code.	Lock or rope off work areas involving exposed energized equipment or have an attendant present to prevent accidental contact by unqualified people. Refer to the Barricade section of this guideline for additional information.
<b>Elevated Work and Fall Protection</b>	OSHA has very stringent fall protection requirements concerning elevated work. The OSHA standard is located in 29 CFR 1926.500–503.	Follow strictly the applicable OSHA fall protection requirements.

Issue	Regulatory Statement	Postal Requirements
<b>Excavation</b>	Excavations are regulated by OSHA requirements by OSHA standards in 29 CFR 1926.650–652.	All excavations 4 feet or more in depth must be properly shored or sloped and meet all OSHA requirements.  Before any digging or drilling commences, inform the Postal Service COR and call Dig Safe or its local equivalent to determine whether any underground utilities are located in the work area. Submit documentation that these notifications have been performed. You must not begin digging or drilling until you have verified that underground utilities have been identified and are properly marked so that work may be accomplished in a safe manner.
<b>Fire Protection</b>	OSHA and State Safety regulations require fire protection systems, extinguishers, and fire safety devices to be fully functional. Contract work must not adversely affect the performance of these systems.	Do not block, remove, or otherwise prevent Postal Service fire extinguishers from being immediately accessible and usable.  If a system must be impaired by a scheduled shutdown, notify the appropriate Postal Service representative and do not proceed without Postal Service authorization.
<b>Hazard Communication</b>	The OSHA Hazard Communication standard (29 CFR 1910.1200, 1926.59) requires that employers provide each employee information concerning the hazards of chemicals in the work area, safe work procedures, and emergency procedures.	Inform the Postal Service before any chemicals are used. Before materials are brought on site, provide material safety data sheets (MSDSs) and an inventory of materials. For projects that are anticipated to use substantial quantities of hazardous materials, you may be required to provide a routing, storage, and waste disposal plan.  Upon request, the Postal Service will make available to you MSDSs for hazardous materials the Postal Service uses in the contractor work area.
<b>Hazardous Materials</b>	OSHA has specific requirements concerning specific classes of hazardous materials, including compressed gases (29 CFR 1910, Subpart H) and flammable and combustible liquids (29 CFR 1910.106).	Follow all OSHA requirements regarding hazardous materials. Hazardous materials include, but are not limited to, flammable and combustible liquids, gasoline, diesel fuel, motor oil, lubricating oil, hydraulic oil, corrosive cleaners, and battery acid.  Provide secondary containment for all containers of liquids that are over 5 gallons in capacity.  Immediately report all hazardous material releases (“spills”), regardless of how small or where they occur, to the designated Postal Service representative. Releases include solids, liquids, and gases.
<b>Hot Work</b>	Contractors who perform hotwork — welding, brazing, bronzing, soldering, torch cutting, chipping, grinding, and any other task that generates sparks or heat — are required to have a Hot Work Procedure that meets OSHA requirements found in 29 CFR 1910.252.	Do not begin any hot work until a Postal Service qualified person has completed and signed a Postal Service Hot Work Permit. The permit will be valid for only a single work shift. You must display the permit at the work site.  You are prohibited from performing hot work (a) when the Postal Service has not authorized it, (b) in locations in which fire protection systems have been impaired, (c) in the presence of explosive or flammable atmospheres, or (d) in locations where large quantities of flammable and combustible materials are unprotected.

Issue	Regulatory Statement	Postal Requirements
<b>Powered Industrial Trucks</b>	OSHA and the U.S. Department of Transportation have extensive regulations concerning powered industrial trucks and other mobile equipment, such as forklifts, platform trucks, and tow-motors. The OSHA regulations are located in 29 CFR 1910.178, 29 CFR 1926.602, and elsewhere and in various paragraphs of 49 CFR 40 through 399.	Powered industrial trucks and other mobile equipment must follow all traffic rules of the postal facility. The maximum speed limit for in-plant powered vehicles is 5 miles per hour. Many work areas have posted speed limits that you must strictly follow. Perform refueling only in authorized locations following safe procedures. As a general rule, the Postal Service does not allow gas- or diesel-powered industrial equipment inside postal facilities. Coordinate exceptions to the rule through the servicing safety office.
<b>Ladders</b>	Contractors commonly use ladders to access work areas and perform services. OSHA has Ladder standards located in various parts of the Construction and General Industry regulations.	Strictly follow all OSHA requirements regarding ladders. Barricade the ladder use area to prevent contact with mobile equipment and employees.
<b>Lead-Based Paint</b>	Lead-based paint (LBP) is regulated by OSHA standards 29 CFR 1910.1025 and 1926.62 as well as by the Toxic Substances Control Act (40 CFR 260 et seq.) and the Resource Conservation and Recovery Act 760 et seq.).	<p><i>Review of Facility Lead Survey:</i> Before any construction, alterations, and/or repair activities begin, determine whether LBP will be disturbed. If the painted surface has not been tested, you must have it tested before beginning any activities that could potentially disturb LBP.</p> <p><i>Proper Work Practices:</i> If LBP is present, follow proper control procedures and work practices.</p> <p><i>Consultation With Facility Manager:</i> Consult with the facility manager or his or her designee before the start of any work likely to disturb LBP. Examples of activities that may affect LBP include paint removal by scraping, sanding, power tools, or heat guns; alterations that include removing drywall, structural steel, or other building materials coated with LBP; welding, cutting, or other hot work on coated metal surfaces; abrasive blasting of mail boxes and other equipment; and moving or cleaning of abrasive blasting enclosures.</p>
<b>Lockout/Tagout</b>	Lockout/tagout of equipment and machinery is required before any servicing or maintenance is performed. OSHA standards 29 CFR 1910.147 and 1910.333 have detailed lockout/tagout requirements.	Provide a copy of your lockout/tagout procedures, which must meet or exceed the OSHA Lockout/Tagout standard. You will be given access to and must review the Postal Service lockout/tagout program. If you encounter a Postal Service lockout/tagout device that prevents the continuation of work, do not make any attempts to remove, tamper with, or bypass the devices. Contact a Postal Service Maintenance official and make arrangements to have the lockout device removed in accordance with Postal Service lockout removal policies.
<b>Machinery and Equipment</b>	OSHA standards that apply to the hazards created by machinery, tools, and equipment are located in general industry regulations (29 CFR 1910) and construction regulations (29 CFR 1926).	Postal facilities use state-of-the-art mail handling machinery, some of which may operate automatically. Hazards may include, but are not limited to, moving parts and power transmission apparatus, pinch points, electrical contact, and hot surfaces. Do not use machine surfaces as work platforms. Contact the designated Postal Service representative concerning facility machinery.

## Safety and Health Guide for Contractors

Issue	Regulatory Statement	Postal Requirements
<b>Personal Protective Equipment</b>	The OSHA general Personal Protective Equipment standard is located in 29 CFR 1910.132, with additional requirements located throughout OSHA General Industry and Construction standards.	<p>Before beginning work, evaluate the work area for hazards, determine whether contract employees will be required to use personal protective equipment (PPE) to protect themselves from these hazards, and document the hazard assessment.</p> <p>Wear the PPE required by the postal facility in which you are working, regardless of your perception of hazard potential.</p>
<b>Regulated And Prohibited Materials</b>	The U.S. Environmental Protection Agency regulates or prohibits the use of certain materials such as chlorofluorocarbons (see 40 CFR 82), lead solder (see Safe Drinking Water Act, 40 CFR 100–149), or sprayed-on asbestos-containing building material (see Toxic Substances Control Act, 40 CFR 76 et seq.).	<p><i>Pesticides.</i> The Postal Service has restricted the use of pesticides. Obtain prior approval of the district environmental compliance coordinator for special cases that may require the use of pesticide treatments.</p> <p><i>Seventeen Chemical Prohibition.</i> Adhere to the Postal Service Hazard Communication Program and chemical prohibition policies. Do not use on postal property any of the 17 chemicals prohibited by EPA unless a Postal Service person authorizes its use (each of these chemical must be authorized separately). The district environmental compliance coordinator can supply the list.</p> <p><i>Asbestos-Free Products.</i> Install no asbestos-containing products or materials in postal facilities.</p> <p><i>Lead.</i> Apply no lead-based paint in postal facilities.</p>
<b>Scaffolding</b>	OSHA has extensive Scaffolding standards, meant mainly to prevent employees from falling off scaffolds, that apply to the variety of types of scaffolds available and the numerous uses for them. The standards can be found in 29 CFR 1926.450–454.	<p>Follow strictly the applicable OSHA scaffolding requirements.</p> <p>Provide adequate barrier protection around the scaffolding to prevent hazards to postal workers.</p>
<b>Walking and Working Surfaces</b>	Personnel must be able to move about their work area safely and to exit the area and building safely if an emergency occurs. OSHA has a variety of regulations concerning these requirements in both General Industry (29 CFR 1910) and Construction (29 CFR 1926) standards.	If the project requires temporary modifications to the means of egress, inform the designated Postal Service representative before performing such actions, provide appropriate alternative means of egress, and communicated these to all employees.

## Emergency Procedures

<b>Preparations for Emergency</b>	<p>Be prepared for emergency situations.</p> <p>Ensure that emergency telephone numbers are site specific, readily available, easily read, and communicated to all employees.</p> <p>Train and authorize employees to implement emergency procedures.</p>
<b>Medical Emergencies</b>	<p>Have procedures and medical supplies to provide emergency medical services for your own personnel.</p> <p>Determine how to contact emergency medical services before work begins, and have on-site capabilities to contact such services immediately.</p>
<b>Fires</b>	<p>See Fire Protection above.</p> <p>In the event of a fire, you must:</p> <ul style="list-style-type: none"> <li>■ Immediately remove personnel from the area or building following Postal Service evacuation procedures.</li> <li>■ Immediately contact the nearest postal employee and inform him or her of the fire. You may also activate an emergency alarm in the area. If no postal employees are on-site, immediately contact the local fire department.</li> </ul> <p>Personnel trained in the use and limitations of fire extinguishers may attempt to extinguish the fire if it is safe to do so.</p>
<b>Chemical Releases</b>	<p>See Hazardous Materials above.</p> <p>If the event of a hazardous material release, you must:</p> <ul style="list-style-type: none"> <li>■ Immediately remove personnel from the area or building following Postal Service evacuation procedures.</li> <li>■ Immediately contact the designated Postal Service representative and inform him or her of the release. You may also activate an emergency alarm in the area. If no postal employees are on-site, immediately contact the local fire department.</li> </ul> <p>Contractor personnel should not respond to the release unless specifically trained and protected to perform hazardous material response.</p>
<b>Power Outages</b>	<p>In the event of a power outage, you must:</p> <ul style="list-style-type: none"> <li>■ Immediately stop work and assemble for a head count and possible facility egress.</li> <li>■ Inform all contract employees that equipment may automatically restart when power resumes.</li> <li>■ Immediately contact the designated Postal Service representative and inform him or her of the status of contract work and personnel head count. Relay at this time all hazards created due to the power outage.</li> </ul> <p>When power resumes evaluate the status of operations that were being performed relative to hazard potential. For example, the interruption of ventilation in confined spaces may generate atmospheric hazards.</p>
<b>Accident Investigation and Reporting</b>	<p>As soon as is practical after an accident, investigate and document an accident investigation. The documentation must describe the incident and identify the causes and the corrective actions that will prevent future incidents.</p> <p>Report all accidents, whether or not they result in injury. Give the written report to the Postal Service COR within 24 hours of the accident or incident.</p>



**CERTIFICATE - ASBESTOS/LEAD PAINT**

**Attachment 18**

**CONTRACT NUMBER**

**Certificate of Asbestos and Lead-Based Paint**

To: Contracting Officer United States Postal Service

Subject: Certification for construction

Postal facility name: \_\_\_\_\_

Postal facility address: \_\_\_\_\_  
\_\_\_\_\_

**Certification for new construction:**

This Contractor/Owner hereby certifies that no asbestos-containing material in excess of 1 percent as defined by applicable US Environmental Protection Agency regulations and no lead-based paint has been furnished or installed at the referenced project.

Contractor/Owner name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Date executed: \_\_\_\_\_

The penalty for making a false statement is prescribed by 18 USC 1001.

**BASIC SECURITY CLEARANCE REQUIREMENTS (FORM)**

**Attachment 19**



## Basic Security Clearance Requirements

Contractor: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Project: \_\_\_\_\_ Location: \_\_\_\_\_

### Basic Security Clearance Requirements:

- a. Has passed a screening test for cocaine, marijuana, amphetamine/methamphetamine, opiates, and phencyclidine (PCP), which the Substance Abuse and Mental Health Services Administration (SAMHSA) has identified as the five most abused substances. The screening test must be performed by a SMAHSA-approved, certified laboratory and must meet the cut-off levels established by SAMHSA. The certification must include the name of the employee, the name of the institution that performed the test, the name of the agency that certified the laboratory, the date of the test (within 90 days of the submission of the results), and the negative results of the test.
- b. Is not on parole, probation, or under suspended sentence for the commission of a felony.
- c. Has not been convicted of a criminal violation during the past five years for offenses that involved dishonesty, moral turpitude, financial gain or assault.
- d. Has not engaged in the illegal use, possession, sale, or transfer of narcotics or other illicit drugs during the past 5 years.
- e. Does not have pending serious criminal charges, such as murder, rape, robbery, burglary, physical assaults, sale and distribution of drugs or weapons violations. If criminal charges are pending, the basic clearance is not to be authorized until the charges have been resolved.

NOTE: The contractor shall maintain supporting documentation for the drug screening tests and the criminal history inquiries subject to review by the U. S. Postal Service. This documentation is not to be submitted to the Postal Service, unless specifically requested by the Contracting Officer.

Signing this document certifies the Basic Security Clearance Requirements have been satisfied by the attached list of employees. If circumstances change from those stated regarding any individual, the contractor will submit these changes in writing to the USPS stating compliance with ASM 13, July 1999, Updated Through June 12, 2014, prior to allowing any individual access to the Postal Facility. An individual who has had access to a USPS facility that no longer complies with the Basic Security Clearance Requirements, the contractor will immediately terminate that individual's access to the project facility.

### Contractor's Certification:

I certify each employee listed on the attached page(s) fulfills the Basic Security Clearance Requirements (Clause F-102) mandated by the U.S. Postal Service for contract employees under this contract.

_____	_____	_____
Certifying Officer (Type/Print)	Signature	Date

_____	_____
Position Title	Phone Number

Mailing Address \_\_\_\_\_

_____	_____	_____
City	State	ZIP+4

**NOTES TO OFFERORS**

**Attachment 20**

Attachment 20

**NOTES TO OFFERORS:**

The construction duration for the contract will be 90 calendar days from the date of the Notice to Proceed.

**All technical and administrative questions must be submitted through Emptoris. Answers will be provided to all participants. Due to time constraints all questions or inquires must be sent in at least twenty four (24) hours prior to the closure of the solicitation.**

For Information only:

BRW Architects:	Shea Rampy	214-528-8704	<a href="mailto:srampy@brwarch.com">srampy@brwarch.com</a>
USPS Project Manager:	Darron Banks Jr	214-819-7223	<a href="mailto:darron.banks2@usps.gov">darron.banks2@usps.gov</a>
Contractual Questions:	Lynne Hale	214-819-7121	<a href="mailto:lynne.w.hale@usps.gov">lynne.w.hale@usps.gov</a>
On-site Contacts:	Ricky Potts	214-760-4906	<a href="mailto:ricky.w.potts@usps.gov">ricky.w.potts@usps.gov</a>

Successful Offeror will be required to furnish 100% Performance, 100% Payment Bonds, and Insurance Certificate within seventy two (72) hours after notification of award or as indicated on letter of intent to award.

Attachment 19 Basic Security Clearance Requirements must be signed and returned with a list of any contractor's employees who will be on site for any period of time and any subcontractor's employees who will be on site for a total of 61 days or more. If no subcontractor's employees are going to be on site for a total of 61 days or more then please state that in writing (email or fax are acceptable).

Safety and Health Plans are required prior to commencing any work. The contractor must submit to the Contracting Officer, a Safety and Health Plan designed to provide a system by which hazards on the project site will be controlled to minimize or eliminate occupational injuries or illnesses during performance of the contract. Please reference Clause B803 c.2, c.3, & c.4 for specifics in completing the plan.

An "Official Award" will not be made until the Basic Security Clearance Requirements and Safety and Health documents are received in our office.

In addition to all contractual requirements for payment requests, the contractor is also required to submit photos of the respective work for each pay request.

The contractor submitting a proposal is required to provide a current copy of their State License regardless if the Postal Facility is owned or leased. The license will need to be submitted with their proposal.