

**ORDER / SOLICITATION / OFFER / AWARD**

<b>OFFEROR TO COMPLETE BLOCKS 13, 14, 16, 22, 23 and 26</b>		1. REQUISITION NO.		PAGE 1 OF 2
2. CONTRACT/ORDER NO. 2DFOOD-09-B-0006		3. AWARD/ EFFECTIVE DATE	4. MASTER/AGENCY CONTRACT NO.	5. SOLICITATION NO. 2DFOOD-09-A-0007
				6. SOLICITATION ISSUE DATE 12/22/2008

Solicitation Information Call	a. NAME	b. TELEPHONE NO.	c. FAX NO.	8. OFFER DUE DATE/TIME
9. ISSUED BY Eastern Services CMC, Memphis United States Postal Service 225 N Humphreys Blvd, RM 1089 Memphis TN 38166-6260	CODE 2DPSCM	10. ACO CODE 2DPSCM	11. SOLICITATION METHOD  <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> RFP <input type="checkbox"/> ORAL	12. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS CHECKED  <input type="checkbox"/> SEE SCHEDULE
EMAIL: [REDACTED]		13. DISCOUNT TERMS		

14 SUPPLIER NATIONAL VENDING Attn: NATIONAL VENDING PO BOX 9261 DES MOINES IA 503069261	CODE [REDACTED]	15. BILLING ADDRESS NO INVOICE
TEL: [REDACTED] FAX: [REDACTED]		
EMAIL: [REDACTED]		

16. REMITTANCE ADDRESS NATIONAL VENDING PO BOX 9261 DES MOINES IA 503069261	CODE MAILING1	17. DELIVERY ADDRESS
TEL: [REDACTED] FAX: [REDACTED]		TELEPHONE NO: DELIVER BY/END DATE:
EMAIL: [REDACTED]	<input type="checkbox"/> CHECK <input checked="" type="checkbox"/> EFT	

18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<p>The United States Postal Service (USPS) is seeking proposals from responsible suppliers to furnish all labor, material, equipment, transportation, management reporting, and maintenance of food service operations (vending machines, cafeteria operation and central lunchroom) for the U.S. Postal Service.</p> <p>This solicitation/contract is subject to the Service Contract Act (See Clause 9-10). The supplier is responsible for obtaining the correct current Wage Determination(s) from the website Continued ...</p>				

24. TOTAL AWARD AMOUNT (USPS Use Only)	\$0.00
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25. <input checked="" type="checkbox"/> The supplier is required to sign this document and return <u>1</u> copies to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional sheets.	26. <input type="checkbox"/> Award of Contract: Your offer on Solicitation (block 5) is accepted as to items
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27a. SIGNATURE OF SUPPLIER [REDACTED]	28a. UNITED STATES POSTAL SERVICE (SIGNATURE OF CONTRACTING OFFICER) [REDACTED]
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27b. PRINTED NAME AND TITLE OF SUPPLIER [REDACTED] General Manager	27c. DATE SIGNED 2-10-09	28b. PRINTED NAME OF CONTRACTING OFFICER Lynn J. Sartain	28c. DATE SIGNED 2-10-09
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CONTINUATION SHEET

REQUISITION NO.

PAGE OF  
2 2

CONTRACT/ORDER NO.  
2DFOOD-09-B-0006

AWARD/  
EFFECTIVE DATE

MASTER/AGENCY CONTRACT NO.

SOLICITATION NO.  
2DFOOD-09-A-0007

SOLICITATION  
ISSUE DATE  
12/22/2008

ITEM NO	SCHEDULE OF SUPPLIES / SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>www.dol.gov and paying the wages prescribed as if that Wage Determination was attached to this solicitation/contract.</p> <p>National Vending will negotiate with the subcontractor to agree upon a commission rate to encompass a [REDACTED] USPS operating fee, a commission for the USPS site, if the site desires and can support commissions, and the National Vending management fee. The negotiated commission rate will be paid against the net sales for the site with the net sales defined as Gross Sales less Taxes. Fees and commissions will be calculated as follows:</p> <p>1. USPS operating fee = [REDACTED]                  2. Site commission = [REDACTED]                  3. National Vending fees = [REDACTED]</p> <p>(Negotiated Commission Rate) less Operating fees less Site commissions</p> <p>Sites that require no commission or whose net sales cannot support a commission must at the minimum provide for the USPS operating fee and National Vending management fee in their vend pricing.;</p> <p>Sub Rept Req'd: N Payment Terms: NET30                  Period of Performance: 02/11/2009 to 02/10/2011</p> <p>The total amount of award: \$0.00. The total amount for this award is shown in box 24.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO. 009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Deborah C. Cote RECYCLING TRASH FOOD SERVICES FACILITY SERVICES CMC UNITED STATES POSTAL SERVICE 6 GRIFFIN ROAD NORTH WINDSOR CT 06006-7002	CODE 4BRTFS	7. ADMINISTERED BY (If other than Item 6) RECYCLING TRASH FOOD SERVICES FACILITY SERVICES CMC UNITED STATES POSTAL SERVICE 6 GRIFFIN ROAD NORTH WINDSOR CT 06006-7002	CODE 4BRTFS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OUTLOOK MANAGEMENT SERVICES LLC PO BOX 9261 DES MOINES IA 503069261		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
SUPPLIER CODE [REDACTED] FACILITY CODE [REDACTED]		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 2DFOOD-09-B-0006	10B. DATED (SEE ITEM 13) 02/09/2009

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

(x) <input checked="" type="checkbox"/>	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 13A & 2-20
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Mutual Agreement
<input type="checkbox"/>	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

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

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

Notification to Proceed: This modification is to exercise three (3) years of eight (8) option years to renew contract 2DFOOD-09-B-0006 extending period of performance to 2/09/2019.

Fees and commissions will be calculated as follows:

- USPS operating fee = [REDACTED]
  - Site commission = [REDACTED]
  - Outlook Management Services fees = (Net Sales x Negotiated Commission Rate) less operating fees less Site commissions.
  - Sites that require no commission or whose net sales cannot support a commission must at the minimum provide for the USPS operating fee [REDACTED] and Outlook Management Services fee
- Continued ...

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

15B. CONTRACTOR/OFFEROR Heidi Chico (Signature of person authorized to sign)		15C. DATE SIGNED 12-22-15	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARSHA A. MCKINLEY	16B. CONTRACT AUTHORITY	16C. DATE SIGNED
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**CONTINUATION SHEET**

REQUISITION NO.

PAGE OF  
2 2

CONTRACT/ORDER NO.  
2DFOOD-09-B-0006/009

AWARD/  
EFFECTIVE DATE  
See Block 16C

MASTER/AGENCY CONTRACT NO

SOLICITATION NO.

SOLICITATION  
ISSUE DATE

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	<p>in their vend pricing.</p> <p>All other Terms and Conditions remain the same. Sub Rept Req'd: N Payment Terms: NET30 Discount Terms:     See Schedule</p> <p>Mark For:     NATIONAL VENDING CONTRACT</p> <p>Accounting Info: BFN: [REDACTED] FOB: Destination Period of Performance: 02/10/2011 to 02/09/2019</p> <p>Change Item 1 to read as follows:</p> <p>Food service management Account Number: [REDACTED]</p>				0.00

## **Attachment - 1**

Statement of Work  
Food Services Management Contract  
United States Postal Service  
10-20-08

### **1. INTRODUCTION**

The United States Postal Service (USPS) is seeking proposals from responsible suppliers to furnish all labor, material, equipment, transportation, management reporting, and maintenance of food service operations (vending machines, cafeteria operation and central lunchroom) for the U S Postal Service.

The supplier, or its subcontractors, will furnish food services for USPS facilities as specified in Attachment 2 – Current Contracts and in accordance with terms and conditions of this contract. The supplier, or its subcontractor, shall furnish all labor, material and equipment, necessary to perform services requested and shall be responsible for all costs associated with initial installation and maintenance of Supplier furnished equipment. Attachment 2 – Current Contracts provides a description of current food service type, locations, end date of current contract, actual annual sales 2007 and calculation of [REDACTED] operating fee based on 2007 actual sales. This listing is reflective of the types of food service contracts the Postal Service currently administers excluding those under permit or state licensing agency agreement which mainly cover vending services. No complete cumulative listing is available at this time. The Postal Service does not warranty or guarantee the complete accuracy of the list provided as Attachment 2, which is provided to give offeror's an estimate of the food service contracts involved.

The Postal Service currently has three ways of obtaining food service:

- A. Contract – a formal contract is entered into between the U S Postal Service and the supplier.
- B. Permit – agreement entered into between U S Postal Service installation head or designee and Division of Blind Services
- C. State Licensing Agreement – agreement entered into between USPS Manager, Corporate Personnel and Division of Blind Services

## **2. Randolph Sheppard Act**

The supplier will be responsible for complying with the requirements of the Randolph Sheppard Act. The Randolph-Sheppard Act, as amended, 20U.S.C.sec.107 et.seq, provides blind persons with paying jobs and the opportunity to be self-supporting. The Act requires that all necessary steps be taken to ensure that, wherever feasible in light of space and potential patronage, one or more vending facilities for operation by blind licensees be located on all Postal Service and other Federal property. The U S. Department of Education issues the implementing regulations for the Act, codified as 34 CFR 395. The State licensing agency licenses blind vendors, and provides support, supervision and authorization for them to operate vending facilities under the Act.

## **3. Definitions**

A. Cafeteria General – A cafeteria is a food-dispensing facility capable of providing a broad variety of prepared food and beverages (including hot meals) primarily through the use of a line where customers serve themselves from displayed selections. A cafeteria may be fully automatic or have limited waiter or waitress services. Table or booth seating facilities are always provided.

1. Vending Cafeteria – A cafeteria where customers serve themselves from vending machines. To be classified as a vending cafeteria, it must offer, as a minimum, two prepared hot or cold full meals consisting of a meat and vegetable. It may be either attended or unattended.

2. Manual Cafeteria – A cafeteria where food is prepared on-site and obtained by employees through a serving line similar to a commercial type cafeteria.

3. Van Nuys Concept – A cafeteria where food is prepared off-site and delivered to the postal installation, where it is obtained by employees through a servicing line similar to a commercial type cafeteria.

B. Satellite Vending – Satellite vending consists of one or more snack or beverage vending machines, with no attendant on duty, which is separated from the principle food service area (if such exists). This type of operation can have no more than one of the following: chairs and tables are available at the location for benefit of employees; or the vending machines also vend sandwiches. If both of these situations exist, it cannot be classified as a satellite vending machine operation.

C. Central Lunchroom – This type of lunchroom consists of a group of vending machines, plus the following: tables and chairs are provided for employees, and sandwiches are vended. It may also provide no more than one prepared hot or cold full meal consisting of an entrée of one meat and

vegetable. If operation consists of two or more prepared hot or cold full meals, it must be classified as a vending cafeteria. It can be either attended or unattended.

D. License - A license is a written instrument issued by the State Licensing Agency to a blind person authorizing that person to operate a vending facility on federal or other property.

E. Permit - A permit is the official approval given to a State licensing agency by a department, agency or instrumentality in control of the maintenance, operation and protection of Federal property, or by a person in control of other property, whereby the State Licensing agency is authorized to establish a vending facility.

F. Vending - Facility – A vending facility consists of automatic vending machines, snack bars, cart services, shelters, counters, or other equipment that may be operated by blind licensees. Vending facilities sell newspapers, periodicals, confections, tobacco products, foods, beverages and other products or services dispensed either automatically or manually. These items may be prepared on or off premises, following applicable sanitation and health laws and regulations. These facilities may sell chances for any lottery authorized by State law and conducted by an agency of a State within that State. These facilities are frequently known as Lobby Vending Stands. However, vending machine areas with a building may qualify as satisfactory vending sites (those that are able to support a blind vendor) If operation by permit is declined, these sites then become satellite vending sites.

G. State Licensing Agreement – To be provided.

#### **4. Pricing and payments**

The commissions offered are firm fixed prices and will remain the same for the duration of this contract. Price adjustments will only be considered with adequate documentation to support any increases.

The supplier will pay to the U S Postal Service for each location the following:

- a. [REDACTED] of gross sales for space and utilities and,
- b. the negotiated commission on [REDACTED] if applicable.

These payments are to be made via separate checks to the facility within fifteen calendar days after the end of each month.

A. Cafeteria – Cafeteria contracts are operated on a break-even basis (no commission to the Postal Service); however, a [REDACTED] operating fee on [REDACTED] [REDACTED] is applicable. Neither the Postal Service nor any employee social or

recreational committee may make a profit. The vendor must redistribute any excess in allowable profit or administrative expenses to customers through reduced prices.

B. Satellite Vending – This type of contract produces a commission for the Postal Service based on [REDACTED]. In addition, a [REDACTED] operating fee based on [REDACTED] always applies. Snack vending machines remote from central lunchrooms and cafeterias (satellite areas) and operated by a commercial vendor must be operated on a profit basis. Vending machine commission revenue that is paid to the Postal Service must be shared first with the State licensing agency for the blind. (reference EL-602, Food Services Operations, Chapter 4, Income Sharing) The balance may go to an employee social and recreation committee. Snack vending machines operated by the State agency under a permit do not generate a commission for the Postal Service. Vending machines in central lunchrooms and cafeterias are non-commission bearing.

C. Central Lunchroom – this type may be operated by state agencies for the blind on a permit basis, in which case the [REDACTED] operating fee does not apply. If a central lunchroom is not operated on a permit basis, the requirement will be under contract and is operated on a break-even basis (no commission to the Postal Service); however, the [REDACTED] operating fee on gross sales does apply.

D. Permit – No operating fee may be charged to blind subcontractor operating under a valid State Licensing agency permit.

## **5. Contract Term**

The term of this contract is a two year base term with four 2-year renewal options.

## **6. Service Requirements Planning Guide**

Attachment 3 is a sample of the service requirements planning guide needed for each type of food service contract. Supplier is to develop a similar document which will be used by the requesting office to initiate service. Upon receipt of the request, the supplier must determine applicability to the Randolph Sheppard Act.

## **7. Maintenance Services**

The Postal Service maintains and repairs the building structure in and adjacent to concession areas, subject to the provision of the individual contract, including:

- A. Utility lines and existing air conditioning and ventilation systems to the connection point with concession equipment or to the outlet if the concession equipment is not directly connected (for example, ventilation ducting) and
- B. Relamping and normal maintenance (including painting) of lighting fixtures, space heating systems, floors and coverings, shades and Venetian blinds, walls, and ceilings.

## **8. Cleaning & Sanitation**

- A. Sanitation Regulations – contractors and subcontractors must meet all applicable State and local health and sanitation codes and regulations.
- B. Facilities Operated Under a Permit – In these facilities, the commercial contractor maintains the immediate area of vending machines in a neat, orderly and sanitary condition, and provides janitorial services for cafeterias, including the waxing of dining room floors and cleaning and disposal services. The contractor reimburses the Postal Service for cleaning and waxing, cleaning grease traps and exterminating rodents and vermin in vending areas. Detailed requirements must be specified in individual contracts and should specify current costs.
- C. Facilities Operated Under a contract – At these facilities, the Postal Service waxes the floors, cleans the Venetian blinds and windows and provides other related building services. The Postal Service also cleans vending areas that remain open after working hours. The vending operator cleans areas closed after working hours.

## **9. Telephones**

The contractor or subcontractors must pay for total cost for telephones used in food service operations.

## **10. Equipment**

Depending on the type of food service to be provided, there could be Postal Service Furnished Equipment, State Agency Furnished Equipment and Contractor Furnished Equipment. This information will be listed on the Service Requirements Planning Guide and included in required clauses.

## **11. Uniforms**

Contractors should wear proper uniforms and name plates.

## **12. Contract Administrator**

A contract administrator will be assigned based on specific site location. This individual monitors daily contract compliance, and is the local initial point of contact between the Postal Service and the contractor. The Postal Service plans to assign an overall Contracting Officer's Representative (COR) for this contract, reference clause 6-1 page 18 of solicitation.

## **13. Administration and Deliverables**

A. Monthly Reports and Checks for Operating Costs - The contractor must furnish copies of his/her monthly (or four week) profit and loss statements to the Contract Administrator within 15 days after the end of the month or four week period. A profit and loss statement is required for all contracts. Checks for the [REDACTED] operating fee must accompany the report.

B. Vending Machine Monthly Reports and Commission Checks - Within 15 days after the end of each calendar month, the contractor must furnish a report for the previous month to the Contract Administrator. The report must show the number of items vending for each category, gross dollar income and the amount of commission to be paid to the Postal Service (when applicable). Separate checks for the commission and the [REDACTED] operating fee along with the P&L statement with monthly and year-to-date totals must accompany the reports to the Contract Administrator.

C. Reports listed in (A) and (B) above will go directly to the Contract Administrator. A consolidated report should be furnished to the Contracting Officer within 20 days after the end of each calendar month. The consolidated report, at a minimum, should include Post Office location, address, city/state/zip, contract type, monthly and year to date totals for a).actual sales, b).operating fees and c). commissions.

D. Supplier is to furnish to the Contracting Officer a monthly status report which details for the next 60 days for new service, and awards in progress.

E. The Supplier is to provide a copy of the executed contract to the Contract Administrator prior to the start of the contract.

## **14. Food Service Operations, Handbook EL-602 November 1994 (including updates in Postal Bulletins through October 17, 2002).**

The supplier will be responsible for complying with U S Postal Service policy on food service contained in Handbook EL-602. It is the intent of this award to authorize the successful supplier to review all food service requests for the U S Postal Service and subsequently award vending/cafeteria contracts, issue permits and sign State Licensing Agreements. ←

## **15. Supplier Responsibilities**

### **A. General**

It is the intent of the Postal Service to begin termination of the contracts listed in Attachment 2 – Current Contracts, with a 60-120 day notice of termination. At the time of termination the supplier will be responsible for providing vending and/or cafeteria services for all locations under the current contract.

### **B. Customer Service**

The supplier shall provide customer service and communication escalation contacts for each facility serviced. The purpose of these contacts shall be to answer questions regarding service, requesting maintenance and/or replacement of vending machines or product etc, and to provide points of contact for escalation, should the need arise. A single 800 number for customer service should be provided so that any facility in need of service requirements can immediately contact the supplier, so that those requirements will be accomplished within twenty-four (24) hours from the time of notification.

## **16. Performance Matrix**

The supplier will meet with representatives of the U.S. Postal Service no later than 30 days after award of a management contract to establish criteria for a performance matrix.

The mutually agreed upon performance matrices will be reviewed in quarterly business reviews between the Supplier and Contracting Officer.

PART 1 - COVER SHEET AND SCHEDULE .....	2
ACKNOWLEDGMENT OF AMENDMENTS .....	2
INVOICE STATEMENT .....	2
NAICS SELF-CERTIFICATION .....	2
PRIVACY ACT STATEMENT .....	3
PART 2 - PROVISIONS .....	4
PROVISION 1-1 SUPPLIER CLEARANCE REQUIREMENTS (MARCH 2006) .....	4
PROVISION 1-4 PROHIBITION AGAINST CONTRACTING WITH FORMER POSTAL SERVICE OFFICERS OR PCES EXECUTIVES (MARCH 2006).....	4
PROVISION 1-5 PROPOSED USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006) .....	4
PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007) .....	4
PROVISION 4-2 EVALUATION (MARCH 2006) .....	5
PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006).....	6
PART 3 - CONTRACT CLAUSES .....	10
CLAUSES INCORPORATED BY REFERENCE .....	10
CLAUSE B-1 DEFINITIONS (MARCH 2006).....	10
CLAUSE B-3 CONTRACT TYPE (MARCH 2006) .....	10
CLAUSE B-10 PRICING OF ADJUSTMENTS (MARCH 2006) .....	10
CLAUSE B-18 SUBCONTRACTS (MARCH 2006) .....	10
CLAUSE B-26 PROTECTION OF POSTAL SERVICE BUILDINGS, EQUIPMENT, AND VEGETATION (MARCH 2006).....	11
CLAUSE B-27 PERFORMANCE AT OCCUPIED POSTAL PREMISES (MARCH 2006) .....	11
CLAUSE B-39 INDEMNIFICATION (MARCH 2006).....	12
CLAUSE 1-7 ORGANIZATIONAL CONFLICTS OF INTEREST (MARCH 2006) .....	12
CLAUSE 1-11 PROHIBITION AGAINST CONTRACTING WITH FORMER OFFICERS OR PCES EXECUTIVES (MARCH 2006) .....	13
CLAUSE 1-12 USE OF FORMER POSTAL SERVICE EMPLOYEES (MARCH 2006) .....	13
CLAUSE 2-19 OPTION TO EXTEND (SERVICES CONTRACT) (MARCH 2006).....	13
CLAUSE 2-25 UNPRICED OPTIONS (MARCH 2006) .....	13
CLAUSE 4-1 GENERAL TERMS AND CONDITIONS (JULY 2007) .....	13
CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (MARCH 2006) .....	16
CLAUSE 4-7 RECORDS OWNERSHIP (MARCH 2006).....	17
CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (MARCH 2006) .....	18
CLAUSE 7-4 INSURANCE (MARCH 2006) .....	18
PART 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS .....	19
LISTING .....	19

PART 1 - COVER SHEET AND SCHEDULE

ACKNOWLEDGMENT OF AMENDMENTS

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

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

REMITTANCE ADDRESS

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INVOICE STATEMENT

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

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code 454210, is applicable to this solicitation (for more information visit [www.sba.gov](http://www.sba.gov)).

## PRIVACY ACT STATEMENT

### PRIVACY ACT STATEMENT

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

## PART 2 - PROVISIONS

### PROVISION 1-1 SUPPLIER CLEARANCE REQUIREMENTS (MARCH 2006)

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

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

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

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

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

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

### PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007)

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

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

b. Business Disagreements. Business disagreements may be lodged with the Supplier Disagreement Resolution Official (SDR Official) if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Part 601 (available for review at [www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)). The SDR Official will

consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Part 601. The SDR Official's decisions are available for review at usps.com.

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

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

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

f. Type of Contract. The Postal Service plans to award a firm fixed price contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will [ ] will not X be considered.

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

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

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

#### PROVISION 4-2 EVALUATION (MARCH 2006)

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

Factor 1: Program Management and Service Capability. The offeror must include the following information: number of years providing this type service, outline of current management structure, name of the project Program Manager and all contact numbers, a narrative description of the proposed approach to assure quality control of the work performed and the timeliness of service, copies of all permits certificates or licenses required by the Federal, state, local government or any regulatory agency or authority having jurisdiction with respect to the services provided, copies of automobile and general liability insurance certificates, and a description of offeror's transportation network.

Factor 2: Current and Past Performance. The offeror should provide information and a minimum of three (3) references to document a record of satisfactory performance on contracts for similar work and magnitude.

Note: Current and past performance as distinguished from experience examines the quality of an offeror's business record, not just the accomplishment of a certain type of work. Past performance as defined by the USPS is (1) quality of service, (2) timeliness of performance and (3) customer satisfaction.

Factor 3: Financial Responsibility. The offeror should provide information to demonstrate/provide the following: financial capability to perform the work described herein, the company has the necessary working capital and/or other resources to perform the contract, provide a financial plan for undertaking the statement of work, a copy of the current financial statements not more than 90 days old, and provide a list of equipment to be used for this contract. Evidence of financial stability as indicated by the offeror's credit history will be one aspect of the evaluation.

Factor 4: Implementation Plan. The offeror should provide a detailed implementation plan to assure the uninterrupted service at all solicited facilities attainable in a maximum sixty (60) day timeframe. The implementation plan must include a critical path and milestone that can be readily verified.

The above factors are considered equally important. They will be rated adjectivally with ratings of Excellent, Very Good, Good and Unacceptable.

The performance evaluation factors and price component will be given equal importance. The performance evaluation factors must be sufficiently high so as to lead to an expectation of successful future performance. The final determination of which offer presents the best value (the relative relationship of price to performance evaluation factors) is at the sole discretion of the contracting officer.

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

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

#### PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (MARCH 2006)

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

(1) Operates as:

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

an individual;

a partnership;

a joint venture;

a limited liability company;

a nonprofit organization; or

an educational institution; and

(2) Is (check all that apply)

a small business concern;

a minority business (indicate minority below):

Black American

Hispanic American

Native American

Asian American:

a woman-owned business; or

none of the above entities.

(3) Small Business Concern. A small business concern for the purposes of Postal Service purchasing means a

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

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

(5) **Woman-owned Business.** A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.

(6) **Educational or Other Nonprofit Organization.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

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

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

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

Offeror's TIN: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Name of Common Parent: \_\_\_\_\_

Common Parent's TIN: \_\_\_\_\_

**c. Certificate of Independent Price Determination**

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

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

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

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

(2) Each person signing this proposal certifies that:

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

above; or

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

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

d. Certification of Nonsegregated Facilities

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract

award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's Supplying Practices). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

(6) Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(7) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

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

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

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

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

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

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

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

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

## PART 3 - CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

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

### CLAUSE B-1 DEFINITIONS (MARCH 2006)

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

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

### CLAUSE B-3 CONTRACT TYPE (MARCH 2006)

This is a firm fixed price contract.

### CLAUSE B-10 PRICING OF ADJUSTMENTS (MARCH 2006)

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 Analyst topic of Process Step 2: Evaluate Sources, of the Postal Service Supplying Practices in effect on the date of this contract will serve as a guide in negotiating the adjustment.

### CLAUSE B-18 SUBCONTRACTS (MARCH 2006)

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

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

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

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

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

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

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

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

- (4) The proposed subcontract price and the supplier's cost or price analysis;
- (5) The subcontractor's current, complete, and accurate cost or pricing data if required by other contract provisions; and
- (6) A negotiation memorandum reflecting:
  - (a) The principal elements of the subcontract price negotiations;
  - (b) The most significant consideration controlling establishment of initial or revised prices;
  - (c) The reason cost of pricing data were or were not required;
  - (d) The extent, if any, to which the supplier did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (e) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the supplier and subcontractor; and the effect of any such defective data on the total price negotiated;
  - (f) The reasons for any significant differences between the supplier's price objective and the price negotiated; and
  - (g) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for incentives, and a summary of all trade-off possibilities considered.
- c. The supplier agrees to select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- d. The contracting officer may disapprove any subcontract in writing for which advance notification is required under paragraph a above.
- e. Even if the supplier's purchasing system has been approved, the supplier must obtain the contracting officer's written consent before placing subcontracts that have been selected for special surveillance and so identified in the Schedule of the contract.
- f. The lack of disapproval does not constitute a determination:
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the acceptability of any subcontract price or of any amount paid under any subcontract; or
  - (3) To relieve the supplier of any responsibility for performing this contract.
- g. No subcontract under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

**CLAUSE B-26 PROTECTION OF POSTAL SERVICE BUILDINGS, EQUIPMENT, AND VEGETATION (MARCH 2006)**

The supplier must use reasonable care to avoid damaging buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the Postal Service installation. If the supplier fails to do so and damages any buildings, equipment, or vegetation, the supplier must replace or repair the damage at no expense to the Postal Service, as directed by the contracting officer. If the supplier fails or refuses to make repair or replacement, the supplier will be liable for the cost of repair or replacement, which may be deducted from the contract price.

**CLAUSE B-27 PERFORMANCE AT OCCUPIED POSTAL PREMISES (MARCH 2006)**

- 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.

#### CLAUSE B-39 INDEMNIFICATION (MARCH 2006)

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.

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

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

b. Restrictions on Contracting. The supplier agrees that during the term of this agreement, any extensions thereto, and for a period of 2 years thereafter, neither the supplier nor its affiliates will perform any of the following:

(1) Compete for any Postal Service contract for production of any product for which the supplier prepared any work statement or specifications or conducted any studies or performed any task under this agreement.

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

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

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

d. Nondisclosure of Confidential Material

(1) The supplier recognizes that, in performing this agreement, it may receive confidential information. To the extent that and for as long as the information is confidential, the supplier agrees to take the steps necessary to

prevent its disclosure to any third party without the prior written consent of the contracting officer.

(2) The supplier agrees to indoctrinate its personnel who will have access to confidential information as to the confidential nature of the information, and the relationship under which the supplier has possession of this information.

(3) The supplier agrees to limit access to the confidential information obtained, generated, or derived, and to limit participation in the performance of orders under this agreement to those employees whose services are necessary for performing them.

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

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

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

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

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

#### CLAUSE 2-19 OPTION TO EXTEND (SERVICES CONTRACT) (MARCH 2006)

The Postal Service may require the supplier to continue to perform any or all items of services under this contract within the limits stated in the Schedule. The contracting officer may exercise this option, at any time within the period specified in the Schedule, by giving written notice to the supplier. The rates set forth in the Schedule will apply to any extension made under this option clause.

#### CLAUSE 2-25 UNPRICED OPTIONS (MARCH 2006)

The Postal Service may elect to exercise the unpriced option described in the schedule. The contracting officer may exercise this option at any time within the period specified in the Schedule by giving written notice to the supplier. The price for this option will be negotiated at the time the option is exercised.

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

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

b. Assignment. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any

such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

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

#### c. Changes

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

- (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
- (b) Statement of work or description of services;
- (c) Method of shipment or packing;
- (d) Places of delivery of supplies or performance of services;
- (e) Delivery or performance schedule;
- (f) Postal Service furnished property or facilities.

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

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

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

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

d. Reserved

e. Reserved

f. Reserved

g. Invoices

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

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

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

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

- (a) The supplier's name, remit to address (including ZIP+4) and phone number;
- (b) Unique invoice number and invoice date;
- (c) Any applicable task or delivery order number;
- (d) A description of the supplies or services and the dates delivered or performed;
- (e) The point of shipment or delivery;
- (f) Quantity, unit of measure, unit price(s) and extension(s) of the items delivered;
- (g) Shipping and payment terms, including GBL number if applicable; and
- (h) Any additional information required by the contract.

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

i. Payment

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

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

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

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

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

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

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

terminated this contract for default, such termination will be deemed a termination for convenience.

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

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

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

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

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

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

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

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

#### CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (MARCH 2006)

##### a. Incorporation by Reference

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

- (1) Clause 1-5, Gratuities or Gifts (March 2006)
  - (2) Clause B-9, Claims and Disputes (March 2006)
  - (3) Clause B-25, Advertising of Contract Awards (March 2006)
  - (4) Clause 9-1, Convict Labor (March 2006)
  - (5) Clause 9-5, Contract Work Hours and Safety Standards Act - Safety Standards (March 2006)
- (2) If checked, the following additional clauses are also incorporated in this contract by reference: (contracting officer will check as appropriate.)

- (1) X Clause 1-1, Privacy Protection (July 2007)
- (2) X Clause 1-6, Contingent Fees (March 2006)
- (3) [ ] Clause 1-9, Preference for Domestic Supplies (March 2006)
- (4) [ ] Clause 1-10, Preference for Domestic Construction Materials (March 2006)
- (5) X Clause 3-1, Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)
- (6) X Clause 3-2, Participation of Small, Minority, and Woman-owned Businesses (March 2006)
- (7) X Clause 9-2, Contract Work Hours and Safety Standards Act - Overtime Compensation (March 2006)
- (8) [ ] Clause 9-3, Davis-Bacon Act (March 2006)
- (9) [ ] Clause 9-6, Walsh-Healey Public Contracts Act (March 2006)
- (10) X Clause 9-7, Equal Opportunity (March 2006)
- (11) X Clause 9-10, Service Contract Act (March 2006)
- (12) X Clause 9-11, Service Contract Act - Short Form (March 2006)
- (13) X Clause 9-12, Fair Labor Standards Acts and Services Contract Act - Price Adjustments (March 2006)
- (14) X Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)
- (15) X Clause 9-14, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (March 2006)

b. Examination of Records.

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

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

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

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

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

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

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

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

Note: (Note to contracting officers: Any contemplated changes to this paragraph (b.) may not be made before

- (1) consulting with assigned counsel and the Office of the Inspector General and
- (2) a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority.

CLAUSE 4-7 RECORDS OWNERSHIP (MARCH 2006)

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

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

CLAUSE 7-4 INSURANCE (MARCH 2006)

a. During the term of this contract and any extension, the supplier 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 supplier must maintain and furnish evidence of workers' compensation, employers' liability insurance, and the following general public liability and automobile liability insurance:

	Bodily Injury	Property Damage
General Liability	\$100,000 per person* \$500,000 per accident*	\$100,000 Per occurrence \$300,000 Aggregate
Automobile Liability	\$100,000 per person* \$500,000 per accident*	\$100,000 per occurrence \$100,000 aggregate*

\*Unless modified in the Schedule

c. Each policy must include substantially the following provision: "It is a condition of this policy that the company furnish 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 supplier 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 5 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 ground for termination for default.

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

### LISTING

Attachment No.	No of Pages	Attachment Title
Attachment 1	7	Statement of Work
Attachment 2	5	Listing of Current Contracts
Attachment 3	12	Service Requirements Planning Guide
Attachment 4	3	Sample Profit & Loss Statement
Attachment 5	4	Sample Permit
Attachment 6	5	Sample State Licensing Agreement
Attachment 7	1	Security Clearance Form
Attachment 8	3	Vending Service Clauses
Attachment 9	18	Consolidated Cafeteria Clauses
Attachment 10	3	Central Lunchroom Clauses
Attachment 11	1	Proposal Submission Instructions
Attachment 12	1	Pricing Proposal

Name	Address	City	St	Zip	Mach Count	Employee Count
USPS Redding /Shasta	1647 Yuba St	Redding	CA	96001-9997	2	38
USPS Redding /Shasta	2323 Churn Creek Rd	Redding	CA	96002-9998	6	199
USPS San Diego /San Diego	815 E St	San Diego	CA	92101-9998	4	102
USPS San Diego /San Diego	3911 Cleveland Ave	San Diego	CA	92103-9998	2	120
USPS San Diego /San Diego	4193 University Ave	San Diego	CA	92105-9998	2	
USPS San Diego /San Diego	4833 Santa Monica Ave	San Diego	CA	92107-9998	1	50
USPS San Diego /San Diego	4640 Cass St	San Diego	CA	92109-9998	3	110
USPS San Diego /San Diego	2150 Comstock St	San Diego	CA	92111-6689	4	145
USPS San Diego /San Diego	2777 Logan Ave	San Diego	CA	92113-9998	1	40
USPS San Diego /San Diego	6401 El Cajon Blvd	San Diego	CA	92115-9998	2	60
USPS San Diego /San Diego	5052 Clairemont Dr	San Diego	CA	92117-9998	4	80
USPS San Diego /San Diego	6519 Bisby Lake Ave	San Diego	CA	92119-9998	1	55
USPS San Diego /San Diego	4740 Mission Gorge Pl	San Diego	CA	92120-9998	4	88
USPS San Diego /San Diego	10807 Vista Sorrento Parkway	San Diego	CA	92130-9998	2	
USPS San Diego /San Diego	3223 Greyling Dr	San Diego	CA	92123-9998	2	56
USPS San Diego /San Diego	9051 Mira Mesa Blvd	San Diego	CA	92126-9998	2	80
USPS San Diego /San Diego	9245 Twin Trails Dr	San Diego	CA	92129-9998	2	50
USPS San Diego /San Diego	2960 Fern Ave	San Diego	CA	92154-9998	2	60
USPS San Diego /San Diego	2600 Camino Del Rio N	San Diego	CA	92108-9997	2	126
USPS San Diego /San Diego	16960 Bernardo Center Dr	San Diego	CA	92128-9998	2	145
USPS San Diego /San Diego	10060 Willow Creek Rd	San Diego	CA	92131-9997	2	40
USPS San Diego /San Diego	5045 Shoreham Pl	San Diego	CA	92122-9998	2	60
USPS San Diego /San Diego	3288 Adams Ave	San Diego	CA	92116-9998	1	60
USPS San Mateo /San Mateo	2700 Campus Dr Rm 406	San Mateo	CA	94497-0001	7	450