



UNITED STATES POSTAL SERVICE  
NORTHERN FACILITIES CONSTRUCTION CATEGORY MANAGEMENT TEAM

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SOLICITATION # 089495-22-A-0023

PROJECT: Switchgear Replacement – Project # B43529  
Hartford, CT – Hartford P&DC

SCHEDULE: Issue Date: February 15, 2022; Close Date: March 17, 2022 at 3:00 pm (15:00 EST)  
Pre-Proposal Meeting: March 3, 2022 at 10:00am (local time), on site

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INSTRUCTIONS TO PROSPECTIVE OFFERORS

Please ensure that you have read and understand the USPS Solicitation, Statement of Work (SOW) and all additional attachments. See all Attachments in the RFx event for details. All proposals must be submitted through Coupa USPS eSourcing. Closing date and time will not be extended due to operator inability in Coupa.

Complete and return the following forms via Coupa:

☐ **Technical Proposal Package: (Required – 1 pdf file)**

- ☐ Supplier Capability
- ☐ Past Performance

☐ **Price Proposal Package: (Required – 1 pdf file)**

- ☐ Signed Offer & Award;
- ☐ Schedule of Values; (**must be submitted separately in Excel format**)
- ☐ Schedule of Unit Prices; (**if applicable**)
- ☐ Schedule of Alternates; (**if applicable**)
- ☐ Affirmation of Contract Terms & Conditions (**Required**)
- ☐ Terms & Conditions: (**Required**)
  - ☐ Acknowledgement of Solicitation Amendments (**if applicable**)
  - ☐ Provision F-202: Key Personnel;
  - ☐ Provision 1-3: Domestic Source Certificate - Construction Materials;
  - ☐ Provision 4-3: Representations and Certifications;
  - ☐ Provision 9-1: Equal Opportunity Affirmative Action Program; and
  - ☐ Provision F-401: Authorized Negotiators.
  - ☐ VETS-4212 Federal Contractor Veterans' Employment Report: (**Required**)
    - ☐ Proof of annual registration. A copy of the confirmation email will be used as verification.
- ☐ Pass/Fail Requirements (**Required**):
  - ☐ Eligibility Requirements: Licenses; Proof of Years in Business
  - ☐ Bonding Requirements
  - ☐ Financial Condition and Capability Requirements

PROPOSALS MAY BE MODIFIED AT ANY TIME UP TO 3:00 P.M. ON THE DUE DATE IN COUPA  
**No bid bond is required.** There will be no formal opening of the proposals for this project.

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Contacts:	Jennifer Santiago, USPS Purchasing & SM Specialist, 860-285-7138
Solicitation/Contract Inquiries	Helen Hynes, USPS Contracting Officer, 860-285-7120
Technical Inquiries	Chris Defilippo, Project Architect-Engineer, McKinnell McKinnell & Taylor, (781) 878-6223 John Flynn, USPS Project Manager, (603) 665-7911.

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Before the time of award, all Postal Service employees are prohibited from releasing any information to any person concerning the character, content, or number of proposals received by the Postal Service. At the time of award, all offerors will be provided with the award information.

Please be advised that the Davis Bacon Act (Clause 9-3) (March 2006) applies to this project specifically as it relates to the following; Minimum Wages, Apprentices and Trainees, Overtime Compensation, Payroll and Other Records, Withholding Of Funds, Subcontracts, Compliance with Davis-Bacon and Related Acts Requirements, Certification Of Eligibility, Contract Termination and Debarment, Disputes Concerning Labor Standards. If you require a more detailed explanation of the clause, the USPS will provide one.

### INSTRUCTIONS

#### INTRODUCTION

The Postal Service is interested in selecting the most highly qualified supplier for this contract. The information you provide in your Proposal Package will be the basis for the evaluation of your company. To ensure your Proposal is given full consideration, you must do the following:

- Read this solicitation carefully to make sure offeror understands what is required.
- Provide a complete Proposal Package in accordance with the instructions herein.
- ***Do not leave any portion of a form blank; indicate N/A if not applicable.***
- Provide information on the attached forms (or photocopies of the attached forms), and organize the information as set forth below.

Please note that all other records concerning the offeror's prior performance with the Postal Service will be used in the selection process.

#### A. PROPOSAL PACKAGE FORMAT

In furtherance of Provision 4-1: Standard Solicitation Provisions (September 2016), the offeror's proposal shall be in three (3) parts:

1. Part I – Technical Proposal (1 pdf file);
2. Part II – Price Proposal (1 pdf file); and
3. Part III - Schedule of Values (Excel Format)

The completed Proposal Package document(s) must be attached to the Solicitation event on the USPS eSourcing site, Emptoris. Tutorials on uploading attachments can be viewed under the Utilities feature on Emptoris. If you need technical assistance, please contact the Coupa Help Desk at [esourcing@usps.gov](mailto:esourcing@usps.gov). Submittals are due by 3:00 PM EST **March 17, 2022**.

The Technical Proposal and Price Proposal packages should be submitted as a **separate** files. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of and concurrently with evaluation of the other. Unnecessarily elaborate brochures, artwork, expensive visual and other presentation aids beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Proposals should be prepared with maximum economy, consistent with this particular procurement, to ensure that the resources of both the offeror and the USPS' evaluators are used efficiently.

**Each submitted document should include your Company's Name in the document title, i.e. *ABC Co Technical Proposal.pdf* and *ABC Co Price Proposal.pdf***

Proposals will not be maintained or returned. Firms will not be reimbursed for any expense(s) incurred in developing their Proposal Package.

The proposal must fully comply with the requirements of the solicitation, including these Instructions, without exception to be considered responsive to the solicitation.

### **B. PROPOSAL RETURN PACKAGE**

OFFEROR'S PROPOSAL RETURN PACKAGE shall consist of the following:

#### **TECHNICAL PROPOSAL PACKAGE (Separate file)**

1. Comparable Experience | Overall Industry Experience
2. Project Management | Construction Scheduling & Phasing
3. Key Personnel | Staffing Approach
4. Quality Assurance
5. Safety Narrative | EMR

#### **PRICE PROPOSAL PACKAGE (Separate file)**

1. Offer & Award page
2. Provision A-1: Restrictions on Disclosure and Use of Data (**if necessary**)
3. Provision 1-3, Domestic Source
4. Provision 4-1, Standard Solicitation Provisions
5. Provision 2-7, Brand Name or Equal
6. Provision 4-9, Acknowledgement of Solicitation Amendments (**if applicable**)
7. Provision F-202, Key Personnel
8. Provision 4-3, Representations and Certifications
9. Provision 9-1, Equal Opportunity Affirmative Action Program
10. Provision F-401, Authorized Negotiators
11. Schedule of Values (**submit in excel format - separate file**)
12. Construction Specifications: Section 012200 Part 1.5 Schedule of Unit Prices (**if applicable**)
13. Construction Specifications: Section 012300 Part 1.5 Schedule of Alternates (**if applicable**)
14. Pass/Fail Requirements:
  - Eligibility Requirements: Licenses & Proof of Years in Business (5yrs minimum)
  - Bonding Requirements
  - Financial Condition and Capability Requirements
15. VETS-4212 Federal Contractor Reporting – Email Confirmation of Filing Cycle 2021

***Any Technical Proposal that scores an adjectival rating less than Good will not be considered for award.***

### EVALUATION

The offeror **MUST** provide a detailed response to each of the evaluation criteria in the order prescribed below:

#### I. Evaluation

Evaluation will be conducted in accordance with the Supplying Principles and Practices (SPs&Ps) section 2-26.2 Proposal Evaluation Strategy and Factors. Proposals that do not meet all the requirements of the specifications and drawings may be determined to be non-responsive to the solicitation.

#### II. Overall Relative Importance of Proposal Parts

Award will be made to the offeror whose proposal contains the combination of those factors offering the best overall value to the Postal Service. Best value will be determined by comparing differences in the value of technical and management features with differences in price to the Postal Service. The evaluation factors outlined in Section 17 will be used to evaluate proposals technically.

In making this comparison, the Postal Service is more concerned with obtaining superior technical and management features than with making an award at the lowest overall price. However, the Postal Service will not necessarily make an award at a significantly higher overall price to achieve slightly superior technical or management features. The Postal Service also will not necessarily make an award that offers lower technical and management features to achieve a slightly lower price.

#### III.

The USPS intends to make a **single** award to the contractor whose offer represents the best value to the USPS.

Below is the minimum information, which must be included in responsive Technical Proposals. Information to be furnished includes:

1. Table of Contents
2. Executive Summary
3. Offeror Responses to Construction Specifications, including all sections
4. Offeror Responses to Evaluation Criteria

A brief executive summary, not to exceed one page in length, is required at the beginning of the proposal.

**THE SUMMARY SHOULD CONTAIN COMMENTS DESCRIBING THE OFFEROR'S COMMITMENT TO THE PROJECT AND WHETHER OR NOT THE OFFEROR ACCEPTS THE PROPOSED AGREEMENT, IT'S PROVISIONS AND CLAUSES, TERMS AND CONDITIONS, WORK REQUIREMENTS AND OTHER APPENDICES AS FOUND IN THIS SOLICITATION.**

The summary should also include any information the offeror considers necessary to clarify any items included in the Technical Proposal such as assumptions made, interpretations of proposed agreement, etc.

## Proposal Instructions and Evaluation Criteria

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Offerors shall provide responses to the evaluation criteria listed herein. The USPS will use the technical evaluation criteria listed in this enclosure to evaluate the merit of the Technical Proposals.

### **A. PASS/FAIL FACTORS**

Offerors will be required to submit documentation to support the following Pass/Fail factors.

#### **1. Eligibility:**

##### **LICENSE(S)**

Attach a copy of license(s) or certification(s) for this type of work, as required by the State named in this solicitation, or copy of application to obtain such license(s). If a license (or certification) for this type of work is not required in the State named in this solicitation, the contractor is to provide a statement indicating that this is not applicable.

##### **YEARS IN BUSINESS**

Minimum Years in Business: Company must show proof they have been in business under the company's present name for a minimum of five (5) consecutive years.  
(Examples include Articles of Incorporation; Articles of LLC)

#### **2. Bonding:**

Attach a copy of a letter from one or more bonding companies stating the following:

- Firm bonding capacity (aggregate dollar amount)
- The amount of bonding outstanding
- How long the bonding company(s) has been providing bonds to your company
- The amount of working capital required to maintain the bonding capacity

Additionally, the bonding company must appear on the list contained in Treasury Department Circular 570. The amount of bond may not exceed the underwriting limit stated for the surety in that list. Do not submit the names of agents working on your behalf. Failure to make available any information in this section, or evidence of poor financial stability may result in Contractor disqualification.

#### **3. Financial Condition and Capability:**

Offeror's financial condition and capability will be evaluated to determine if adequate resources are available and committed for performance. During the evaluation, financial references may be requested and contacted to determine the Offeror's financial stability during past years. The adequacy of available working capital to facilitate performance under the contract will be evaluated.

The evaluation of this information will be to determine, on a "go, no go" basis, the financial health of an offering supplier, and to determine if there are foreseeable and knowable financial issues that would threaten or undermine the success of a given supplier should they be awarded a contract resulting from this solicitation, and ultimately to minimize the overall risk to the Postal Service.

## Proposal Instructions and Evaluation Criteria

Demonstrated proof of financial stability will be determined by a review of the following documentation:

- Offeror's credit rating report obtained from one of the credit monitoring bureaus, e.g., Equifax, Experian, TransUnion, or Dun & Bradstreet; and
- Offeror shall provide a copy of a letter from its bank stating the following:
  - Length of time the supplier has been doing business with the bank.
  - Average monthly account balance (in general terms).
  - Extent of credit available and terms of availability.
  - The bank's rating of the supplier as a business customer.
  - Name and telephone number and/or email address of individuals at the bank who can be contacted by Postal Service personnel for additional information.

### B. TECHNICAL EVALUATION

The Postal Service will use technical evaluation criteria to evaluate the offeror's Technical Proposal. Each supplier will be required to submit a proposal that addresses Supplier Capability Factors and Past Performance Factors. The technical evaluation will focus on Factor No. 1 and Factor No. 2, and their sub-factors, whereas the price analysis will focus on the supplier's price proposal, which will be submitted separately from the technical proposal.

The Technical Proposal will be scored using the adjectival scoring matrix listed below. The Price Proposal will not be adjectivally rated. The Price Proposal will be judged on realistic costs and the evaluated cost to the USPS.

#### Technical Evaluation Factor Rating Definitions

Adjectival Rating	Rating Definition
Unsatisfactory	Proposal does not address the evaluation factor(s) or sub-factor(s) and poses an extremely high performance risk
Poor	Proposal does not clearly meet requirements and has not demonstrated an adequate approach or indicated an understanding of the requirements of the factor(s)/sub-factor(s). The proposal has one or more weaknesses which are not offset by strengths and pose a high or extremely high performance risk.
Fair	Proposal meets requirements and indicates an adequate approach and minimal understanding of the requirements of the factor(s)/sub-factor(s). Strengths and weaknesses are offsetting and may pose a moderate to high performance risk.
Good	Proposal meets requirements and indicates a thorough approach and complete understanding of the requirements of the factor(s)/sub-factor(s). Proposal contains strengths which outweigh any weaknesses and pose low to moderate performance risk.
Very Good	Proposal meets requirements and indicates a thorough approach and complete understanding of the requirements of the factor(s)/sub-factor(s) on a level that exceeds that which would be scored at as "Good". Strengths outweigh any weaknesses and pose a low performance risk.
Excellent	Proposal meets or exceeds requirements and indicates in extensive detail an exceptional approach and superior understanding of the requirements of the factor(s)/sub-factor(s). Strengths far outweigh any weaknesses and pose low performance risk.

## Proposal Instructions and Evaluation Criteria

Technical Evaluation Factors:

### 1.0 Supplier Capability

- 1.1 Project Management, Construction Scheduling and Phasing
- 1.2 Key Personnel | Staffing Approach
- 1.3 Quality Assurance
- 1.4 Safety
  - 1.4.1 Safety EMR
  - 1.4.2 Safety Narrative

### 2.0 Past Performance

- 2.1 Overall Industry Experience
- 2.2 Comparable Projects

#### Importance of Technical Evaluation factors:

Factor 1 - Supplier Capability and Factor 2 - Past Performance are of equal importance.

Sub-factor 1.1 is more important than sub-factors 1.2 through 1.4. 1.2 through 1.3 are of equal importance, relative to each other, with sub-factor 1.4 being less important than sub-factors 1.1 through 1.3.

Within sub-factor 1.2 through 1.3, sub-components are of equal importance.

For Factor 2 – Past Performance, sub-factor 2.2 is slightly more important than sub-factor 2.1

Offerors are requested to use the format described hereafter for ease of review and minimization of repetition of presented material. **THE TECHNICAL PROPOSAL SHALL NOT CONTAIN ANY REFERENCE TO PRICE.** It must disclose your project approach in as much detail as possible including, but not limited to, the requirements of the Technical Proposal instructions. The Postal Service encourages Offerors to focus on a detailed technical approach specific to this effort rather than standard marketing language.

The Technical Proposal shall include information adequate to evaluate the proposed services against the requirements provided in the specifications and drawings and as described herein.

Factor No.	Instructions to Offerors
001	<b>Supplier Capability</b>
1.1	<b>Program Management, Construction Scheduling and Phasing Narrative</b>  Project Management Describe in detail the overall approach to managing projects of this type, scale and complexity, specifically with respect to the protracted period of performance and multiple phases therein. Explain these processes in terms how they will be leveraged to ensure success with regard to this contract.  Provide an overall project schedule indicating in moderate detail a critical path that achieves project completion within the stated period of performance. Indicate all required project phases

## Proposal Instructions and Evaluation Criteria

	<p>on that schedule.</p> <p>Provide a narrative describing the project phasing plan in detail, and how the offering firm proposes to integrate their subcontracting activities, major material acquisition strategies and phase transitions to achieve project completion with the stated period of performance.</p> <p>The base proposal shall adhere and conform to any and all schedule requirements, period of performance and phases outlined in the contract documents.</p> <p>Suppliers <i>may</i> offer alternate scheduling and phasing solutions for consideration; however, any such alternative shall be <i>in addition to</i> an offer based on the contract documents.</p>
<b>1.2</b>	<p><b>Key Personnel  Staffing Approach</b></p> <p>Outline in an organizational chart personnel proposed as key to the success of this contract. Provide a narrative of the roles of those individuals. Provide up-to-date resumes for those individuals. Provide the same information for any organization that will receive a subcontract for more than 20 percent (estimate) of the work under this contract.</p>
<b>1.3</b>	<p><b>Quality Assurance</b></p> <p>Describe systems, processes and procedures to be used for quality management. Ensure the plan outlines processes the supplier has in place, or will put in place, for maintaining quality communications with the Postal Service, subcontractors and sub-suppliers, monitoring construction quality, processes to address lapses and deficiencies in construction performance quality, with respect to self-performed work and the work performed by subcontractors, inspection and testing procedures, acceptance and closeout procedures, including those related to providing required contract deliverables such as Operation and Maintenance Manuals, as well as all other aspects of maintain conformance with the project specifications and schedule</p>
<b>1.4</b>	<p><b>Safety</b></p> <p>1.4.1 Provide evidence of your firm's current Experience Modification Ratio<sup>1</sup>.</p> <p>1.4.2 Safety Program Narrative</p> <p>Provide a description of the company procedures that will be implemented during the performance of any work:</p> <ul style="list-style-type: none"> <li>• Construction site safety meetings;</li> <li>• First aid treatment;</li> <li>• Reporting procedures;</li> <li>• Company-required safety apparel;</li> <li>• Construction site inspections;</li> <li>• Subcontractor safety program compliance requirements, and;</li> <li>• Firm enforcement procedures (i.e., disciplinary actions implemented after violations - specifically address "repeat violators", etc.).</li> </ul> <p>As this project is in an occupied building with a 24 hours per day, 7 days per week operation, provide in detail your firm's plan to protect the workforce, building, and equipment during construction.</p>

<sup>1</sup> Experience Modification Rate (EMR) has strong impact upon a business. It is a number used by insurance companies to gauge both past cost of injuries and future chances of risk. The lower the EMR of your business, the lower your worker compensation insurance premiums will be.



## Proposal Instructions and Evaluation Criteria

	<p>Identify firm's full time safety person and include their resume.</p> <p>Include a copy of the firm's general Safety Program.</p>
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Factor No.	Instructions to Offerors
<b>002</b>	<b>Past Performance</b>
<b>2.1</b>	<p><b>Overall Industry Experience</b></p> <p>Include a narrative outlining the offering firms experience with projects of this type in the last several years. Include in the narrative information relating to the firms' overall body of work, record of on-time performance, record of cost control, record of controlling quality, and how a contract of this scale and magnitude fits into the broader business strategy of the firm.</p> <p>Include an explanation of how much work is typically self-performed and how much is typically subcontracted.</p>
<b>2.2</b>	<p><b>Comparable Projects</b></p> <p>A project will be considered comparable only if it meets the following criteria:</p> <ol style="list-style-type: none"> <li>1. The project was completed within the last five (5) years.</li> <li>2. The construction cost is a minimum of <b>\$1,500,000</b> (one million five hundred thousand dollars).</li> <li>3. The project was completed within the confines of the <b>Connecticut Metropolitan area</b>, or a similar urban environment that presents, or presented, similar challenges with respect to labor markets, municipal authorities and utility coordination, etc. Provide an applicable description as appropriate.</li> <li>4. A description of the work is included that clearly demonstrates the relevance of that project to the requirements of this solicitation.</li> <li>5. Include the level of effort involved in terms of performance, personnel (number of individuals and approximate hours), resources and price.</li> <li>6. The project was in an occupied facility such as an occupied Postal Service facility, other occupied government facility, occupied commercial, industrial, or manufacturing facility.</li> </ol> <p>Quantity of Comparable Projects: Submit THREE (3) projects only. If fewer than three (3) projects are submitted, supplier may not receive maximum consideration. If more than three projects are submitted, only the first three (3) will be submitted to the Evaluation Team.</p> <p>Evaluation of Comparable Experience</p> <ul style="list-style-type: none"> <li>▪ Example projects that closely match the scope, complexity, geography, and value of the solicitation project will receive a higher rating.</li> <li>▪ Provide information and example projects that best illustrate your company's capability, experience and performance relative to the project being solicited. Photographs of projects are desirable, but not required.</li> <li>▪ Provide current references (name, company name, telephone number and address) for your comparable projects. If the Evaluation Team is unable to contact the references listed to verify experience and performance, the overall score may be adversely affected.</li> <li>▪ Projects not meeting all the criteria or missing project information may not receive full consideration.</li> </ul>

## Proposal Instructions and Evaluation Criteria

	<p>Additionally, offerors are advised that the USPS may use other sources to inquire about an offeror's past performance as stated below:</p> <p><i>The U.S. Postal Service (USPS) reserves the right to use past performance information obtained from sources other than those that may be identified by the offeror, e.g. information found in the government's Past Performance Information Retrieval System (PPIRS). This past performance information MAY be used for the evaluation of the Offeror's past performance. The USPS does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror or contained in other government repositories. The burden of providing thorough and complete past performance information remains with the Offeror.</i></p>
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### C. PRICE EVALUATION

Price analysis will be conducted in accordance with the Postal Service Supplying Principles and Practices (SPs&Ps). The Postal Service expects to award one firm-fixed price construction contract as a result of this solicitation.

The Offeror shall submit a price proposal in a **separate document** marked **Confidential Price Proposal**. The price proposal shall be stated on the Offeror's signed Offer and Award Page. See OFFEROR'S PROPOSAL RETURN PACKAGE, above, for all sections required to be included in price proposal package.

### D. PROPRIETARY DATA

Pursuant to Provision A-1: Restrictions on Disclosure and Use of Data, Offerors that include in their proposals data that they do not want used or disclosed by the Postal Service for any purpose other than proposal evaluation may take the following steps explained below.

If Offeror intends to use a product or process in which it has a proprietary or background patent position, please so indicate and list patent applications, patents granted, including dates, numbers, description, and whether or not the Government has rights in the patents. Offerors should indicate on the fore page, and all subsequent pages of their proposal, those sections, paragraphs, or areas which they consider being proprietary or otherwise considered confidential. The USPS assumes no liability for disclosure or use of unmarked data, and may use or disclose such data for any purpose. Unless restricted, information submitted in response to this RFP and subsequently used for procurement purposes may become subject to public disclosure pursuant to the provisions of the "Freedom of Information Act."

### E. GENERAL INFORMATION

#### Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, work requirements, etc., must request it in writing via e-mail to [Jennifer.Santiago@usps.gov](mailto:Jennifer.Santiago@usps.gov) by **15:00 PM Eastern Time, March 7, 2022**, to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding.

## Proposal Instructions and Evaluation Criteria

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Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

Offerors may submit revised proposals only if requested or allowed by the USPS Contracting Officer.

Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

The USPS may evaluate proposals and award a contract without discussions with offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The USPS reserves the right to conduct discussions and require oral presentations if the Contracting Officer later determines them to be necessary.

If a cost analysis is performed, the USPS may consider cost realism in evaluating performance or schedule risk.

Offerors should be prepared to respond to requests by the Contracting Officer for oral presentations or written discussion, or both, facility surveys, and other information as may be necessary to assist in the detailed evaluation process.

The USPS may solicit, from available sources, experience data concerning an Offeror's past performance and will consider such information in its evaluation.

### **F. ACCEPTANCE PERIOD OF PROPOSALS**

Offerors shall provide a statement that its proposal will remain open for acceptance for a period of **120 days** after the proposal due date.

**SECTION 08: COMPARABLE EXPERIENCE****PROJECT No.: #1****Project Name:** \_\_\_\_\_

Contractor's office or branch that managed this project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Size (SF): \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

**Building Type:**

☐ Industrial      ☐ Manufacturing      ☐ Commercial      ☐ Retail      ☐ Postal  
☐ Government      ☐ Other: \_\_\_\_\_

**Contract Type:**

☐ Fixed Price      ☐ Design/Build      ☐ Indefinite Quantity / JOC  
☐ Other: \_\_\_\_\_

**If example is a Federal or USPS project, provide:****Contract #** \_\_\_\_\_ **Project #** \_\_\_\_\_**Number of Contracts:**

☐ Single Prime      ☐ Multiple Prime      ☐ Other: \_\_\_\_\_

**Contract Amount:** Orig. Contract Amount: \$ \_\_\_\_\_

Final Contract Amount: \$ \_\_\_\_\_ % Change: \_\_\_\_\_

**Contract Duration:** Orig. Contract Duration: \_\_\_\_\_ Days

Final Contract Duration: \_\_\_\_\_ Days % Change: \_\_\_\_\_

**If either Contract Amount or Duration increased by more than 5% attach an explanation.****Has this project received any awards (Construction, Quality, Safety or other)?:** ☐ No ☐ Yes

If yes, explain: \_\_\_\_\_

**Client Reference for Construction:** (It is your responsibility to assure that the telephone number and email address listed are correct. If your reference can not be contacted, this project may not be considered.)**Owner's Representative or Project Manager:** \_\_\_\_\_

Company Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

eMail: \_\_\_\_\_

**You must attach one additional sheet with a description of this project (or use the following page).  
Clearly indicate the scope of work for which you were responsible.**

You may attach another sheet containing additional information and/or photographs.

Description / Scope of Work - Required

Project # 1

**SECTION 08: COMPARABLE EXPERIENCE****PROJECT No.:#2****Project Name:** \_\_\_\_\_

Contractor's office or branch that managed this project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Size (SF): \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

**Building Type:**

☐ Industrial      ☐ Manufacturing      ☐ Commercial      ☐ Retail      ☐ Postal  
☐ Government      ☐ Other: \_\_\_\_\_

**Contract Type:**

☐ Fixed Price      ☐ Design/Build      ☐ Indefinite Quantity / JOC  
☐ Other: \_\_\_\_\_

**If example is a Federal or USPS project, provide:****Contract #** \_\_\_\_\_ **Project #** \_\_\_\_\_**Number of Contracts:**

☐ Single Prime      ☐ Multiple Prime      ☐ Other: \_\_\_\_\_

**Contract Amount:** Orig. Contract Amount: \$ \_\_\_\_\_

Final Contract Amount: \$ \_\_\_\_\_ % Change: \_\_\_\_\_

**Contract Duration:** Orig. Contract Duration: \_\_\_\_\_ Days

Final Contract Duration: \_\_\_\_\_ Days % Change: \_\_\_\_\_

**If either Contract Amount or Duration increased by more than 5% attach an explanation.****Has this project received any awards (Construction, Quality, Safety or other)?:** ☐ No ☐ Yes

If yes, explain: \_\_\_\_\_

**Client Reference for Construction:** (It is your responsibility to assure that the telephone number and email address listed are correct. If your reference can not be contacted, this project may not be considered.)**Owner's Representative or Project Manager:** \_\_\_\_\_

Company Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

eMail: \_\_\_\_\_

**You must attach one additional sheet with a description of this project (or use the following page).  
Clearly indicate the scope of work for which you were responsible.**

You may attach another sheet containing additional information and/or photographs.

Description / Scope of Work - Required

Project # 2

**SECTION 08: COMPARABLE EXPERIENCE**

**PROJECT No.: #3**

**Project Name:** \_\_\_\_\_

Contractor's office or branch that managed this project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Size (SF): \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_

**Building Type:**

☐ Industrial      ☐ Manufacturing      ☐ Commercial      ☐ Retail      ☐ Postal  
☐ Government      ☐ Other: \_\_\_\_\_

**Contract Type:**

☐ Fixed Price      ☐ Design/Build      ☐ Indefinite Quantity / JOC  
☐ Other: \_\_\_\_\_

**If example is a Federal or USPS project, provide:**

**Contract #** \_\_\_\_\_ **Project #** \_\_\_\_\_

**Number of Contracts:**

☐ Single Prime      ☐ Multiple Prime      ☐ Other: \_\_\_\_\_

**Contract Amount:** Orig. Contract Amount: \$ \_\_\_\_\_

Final Contract Amount: \$ \_\_\_\_\_ % Change: \_\_\_\_\_

**Contract Duration:** Orig. Contract Duration: \_\_\_\_\_ Days

Final Contract Duration: \_\_\_\_\_ Days % Change: \_\_\_\_\_

**If either Contract Amount or Duration increased by more than 5% attach an explanation.**

**Has this project received any awards (Construction, Quality, Safety or other)?:** ☐ No ☐ Yes

If yes, explain: \_\_\_\_\_

**Client Reference for Construction:** (It is your responsibility to assure that the telephone number and email address listed are correct. If your reference can not be contacted, this project may not be considered.)

**Owner's Representative or Project Manager:** \_\_\_\_\_

Company Name \_\_\_\_\_

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

Telephone: \_\_\_\_\_

eMail: \_\_\_\_\_

**You must attach one additional sheet with a description of this project (or use the following page). Clearly indicate the scope of work for which you were responsible.**

You may attach another sheet containing additional information and/or photographs.



Description / Scope of Work - Required

Project # 3

Page 1

## Schedule of Values

Facility: Hartford, CT - P&DC/Switchgear Replacement

FSM Project Number: B43529

Contractor:

Date:

Item	Description of Work	Material	Labor	Total
Division 01	<b>General Conditions</b>			
1.1	Overhead			\$0.00
1.2	Profit			\$0.00
1.3	Bldg. Permits			\$0.00
1.4	Testing			\$0.00
1.5	Other			\$0.00
Division 02	<b>Existing Conditions</b>			
2.1	Demolition			\$0.00
Division 05	<b>Metals</b>			
5.1	Structural Steel			\$0.00
5.2	Misc. Metals			
5.3	Other			
Division 06	<b>Wood, Plastics and Composites</b>			
6.1	Carpentry			\$0.00
6.2	Other			\$0.00
Division 07	<b>Thermal &amp; Moisture Protection</b>			
7.1	Roofing System			\$0.00
7.2	Sidewall			\$0.00
7.3	Shaft enclosures			\$0.00
Division 09	<b>Finishes</b>			
9.1	Painting			\$0.00
Division 13	<b>Special Construction</b>			
13.1	Fabricated Electrical House			\$0.00
Division 23	<b>Heating Ventilating and Air Conditioning</b>			
23.1	Ductwork			\$0.00
Division 25	<b>Integrated Automation</b>			
25.1	Building Automation System			\$0.00
Division 26	<b>Electrical</b>			
26.1	Electrical Power			\$0.00
26.2	Electrical Lighting			\$0.00
26.3	Structured Wiring			\$0.00
Division 28	<b>Electronic Safety and Security</b>			
28.1	Fire Alarm System			\$0.00
	<b>Total</b>	\$0.00	\$0.00	\$0.00

Switchgear Replacement

Hartford, CT - P&DC B43529/18034.00 USPS

013300 Attachment A - Page 1

Issued Date: 10/1/2017

SCHEDULE OF VALUES

**Affirmation of Contract Terms and Conditions**

Supplier Name \_\_\_\_\_

Supplier Address \_\_\_\_\_

Supplier City, ST ZIP+4 \_\_\_\_\_

Re: Solicitation No. 089495-22-A-0023  
Project Location – Hartford, CT - P&DC  
Project Description – Switchgear Replacement

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, do hereby  
affirm the following as related to the above-referenced solicitation and related offer submission:

- The price offered submitted is complete and inclusive of all costs known by us to be associated with the Scope of Work as outlined in the solicitation;
- All known discrepancies, omissions and/or conflicts known to us within the solicitation that might have implications of cost and/or schedule have been made known to the Contracting Officer by us in writing;
- The contract period of performance stated in the solicitation has been reviewed and taken into account fully in the formation of our offer and, if awarded a contract resulting from this solicitation, we will accept the period of performance and will perform diligently in the pursuit of work completion within the stated period of performance;
- All subcontractors, sub-suppliers, manufacturing entities, and other resources to be contracted by us related to the formation of our offer have been made fully aware of the contract period of performance, and all such entities are prepared to perform in a manner conducive to the completion of the work within the prescribed period of performance;
- To the best of our knowledge, the solicitation requirements are achievable as stated for the price offered herein.

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
Date Signed\_\_\_\_\_  
Name of Authorized Representative\_\_\_\_\_  
Company Title of Authorized Representative



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

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

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

#### **F-PROVISION F-201: Prequalified/Non-Prequalified Contractors (March 2006)**

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 (March 2006)**

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 (March 2006)**

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:

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

b. Statement shall include all required Notes to the Financial Statements.

c. Fiscal Year statements must be certified by an opinion statement on the fairness of the presentation after a review by independent auditors.

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.

e. The Income Statements must incorporate or have attached "Schedule of Cost of Goods Sold." This schedule must reflect Direct Materials, Direct Labor, and Overhead used to compute the amount of cost of goods sold.

It may become necessary for the offeror to submit additional financial information prior to award.

Financial information received will be treated as confidential and will not be used for purposes other than evaluation of financial responsibility.

#### **F-PROVISION F-204: Construction Cost Breakdown (March 2006)**

When required by the Contracting Officer, the offeror must submit with its proposal a construction cost breakdown using the sample forms provided in Section B-1500 - Attachments.



## EVALUATION AND AWARD

### PROVISION 4-2: Evaluation (October 2019)

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 evaluation factors will be used in the evaluation of offers:

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(Contracting officer insert the proposal-specific and supplier-specific evaluation factors and indicate their relative importance. In addition, state, in accordance with the Postal Service Supplying Principles and Practices section 2-26, Develop Proposal Evaluation Strategy, the relative importance of the evaluation factors as compared to price.)

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.

### F-PROVISION F-301: Contract Award and Proposal Evaluation (March 2006)

#### a. Evaluation

1. If required by the Contracting Officer all Technical, Management Plans and/or Qualification Statement Packages (QSP) will be evaluated by the Contracting Officer or his/her designated representative(s). The Technical, Management Plans and/or QSPs will be evaluated to ensure that the services and personnel to be provided by the offeror are adequate to ensure the proper execution of this contract.
1. Proposals will be evaluated using proposal-specific technical factors price proposals. The prices will be evaluated to determine that they are fair and reasonable. If it is determined that any technical or price component requires clarification, discussions may be held with any offeror to obtain such clarifications. If and when discussions are conducted with an offeror(s) they will be provided a reasonable time to revise their proposal, if applicable. Offeror(s) whose Technical, Management Plan, QSP and/or price proposal are determined to be unacceptable (incomplete, unreasonable costs, high or low, and with no opportunity to receive contract award) may be eliminated from further consideration. Oral presentations may be required. If required, those offeror's will be notified.

#### b. Award

1. Award will be made to the responsible offeror whose proposal contains the combination of technical and price offering the best value to the Postal Service. An award will not necessarily be made to the lowest price offered if the associated technical merits of that proposal are considered acceptable.
2. If this solicitation results in a contract for more than \$1 million, the Contracting Officer must approve the offeror's sub-contracting plan prior to award. No sub-contracting plan is required with the initial proposal submittal. The contracting officer will request a sub-contracting plan in the "Intent to Award" letter to the otherwise successful offeror(s).

## REPRESENTATIONS AND CERTIFICATIONS

### PROVISION 1-3: Domestic Source Certificate - Construction Materials (October 2019)

By checking this box ☐, the offeror certifies that only domestic construction materials (as defined in the Clause 1-10: Preference for Domestic Construction Materials), will be used in the performance of this contract, except for foreign construction materials listed below:

Material	Quality	Estimated Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____



**PROVISION 4-3: Representations and Certifications (October 2019)**

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.

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

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

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

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

(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:

(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 Clause 9-7: Equal Opportunity 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 Clause 9-7: Equal Opportunity; 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 Clause 9-7: Equal Opportunity. 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 3-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; and

(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.

(2) The offeror has \_\_\_ has not \_\_\_, within a 3-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 section 2-26.4.2, Supplier Capability the Postal Service's Supplying Principles and 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 U.S.C.

(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):

☐ Provision 9-1: Equal Opportunity Affirmative Action Program.

☐ Provision 9-2: Preaward Equal Opportunity Compliance Review.

☐ Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

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

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 Clause 8-6: Rights in Technical Data and Clause 8-9: Rights in Computer Software.

#### **PROVISION 9-1: Equal Opportunity Affirmative Action Program (March 2006)**

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 (March 2006)**

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)**

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 2006)**

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 2006) Modified**

a. The supplier will submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the contracting officer, as follows:

## E08 VETS4212-Validations (21 April 2017)

In furtherance of Clause 9-14 as included in this solicitation, it is noted that the Vietnam Era Veterans Readjustment Assistance Act of 1972, Executive Order 11701 of January 23, 1973, the Veterans Employment Opportunities Act of 1999, and the implementing regulations of the Secretary of Labor (41 CFR 60-250) require Suppliers to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based on their disability or veterans' status, and to list all employment openings with appropriate local employment services.

Contracts may **not** be awarded to suppliers that have not submitted an annual Form VETS-4212, Federal Contractor Veterans' Employment Report.”

Your firm must submit a copy of the dol.gov validation document. If you are not registered with the Department of Labor VETS-4212 Report System you must register on the DOL website at: <https://vets4212.dol.gov/vets4212>

Upon registration you must provide us with a copy of the DOL email confirmation notification.



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**A new V4212 report has been submitted for ABC Company** 1 message

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**VETS4212-customersupport@dol.gov** <VETS4212-customersupport@dol.gov>  
To:

Thu, Jul 11, 2019 at 2:34 PM

Hello,

A V4212 report has been successfully submitted for ABC Company:

Company Number: T216342  
Report Type: V4212  
Form Type: SE  
Filing Cycle: 2019  
Report ID: 4081376

Thank you.

If you have any questions or concerns in regard to this notification, please contact the VETS-4212 Service Desk at [VETS4212-customersupport@dol.gov](mailto:VETS4212-customersupport@dol.gov) or (866) 237-0275.  
Please do not respond to this email directly as any responses go to an unmonitored account.