UNITED STATES POSTAL SERVICE

SOLICITATION FOR REGULAR TRANSPORTATION SERVICES
REQUEST FOR PROPOSAL
BOX ROUTE SERVICE
BOX DELIVERY VEHICLE TYPE(S)

1. SOLICITATION NO.	2. DATE OF SOLICITATION	3. CONTRACT NO.	4. BEGIN CONTRACT TERM	5. END CONTRACT TERM
801-927-26	07/02/2026	968A1	08/08/2026	07/31/2032

6. FOR MAIL SERVICE IN OR BETWEEN	CITY & STATE	CITY & STATE
	KEAAU, HI	H005, HI

7. CONTRACTING OFFICER	8. ADDRESS TO SUBMIT PROPOSALS	9. ADMINISTRATIVE OFFICIAL
CONTRACT DELIVERY SERVICES CDS@USPS.GOV US POSTAL SERVICE	CDS@USPS.GOV US POSTAL SERVICE amy.warnecke@usps.gov or fax to 651-456-6819	KEAAU US POSTAL SERVICE 16-578 OLD VOLCANO RD KEAAU HI 96749-9998 808-966-9179

10. AVAILABILITY OF SOLICITATION PACKAGES

Solicitation packages may be obtained by contacting the Contracting Officer at the address shown in Item 7. Requests must include the Contract No. and Solicitation No. in the subject line.

11. SUBMISSION OF PROPOSALS

A. Proposals for providing the service described in the attached Statement of Work and Specifications should be submitted at the address shown in Item 8. All proposals submitted must include the Contract No, and Solicitation No. Proposals will be received until:

10:00 AM, Mountain Time, July 16, 2026

B. Proposals must be submitted on PS Form 7405, Transportation Services Proposal & Contract for Regular Service.

C. Offerors are required to complete PS Form 7468A, Highway Transportation Contract - Cost Worksheet in accordance with the Instructions to Offerors section of this Solicitation.

D. The proposed offer(s) must include all elements of cost the supplier expects to incur in performing this service. The proposed offer(s) must be expressed as follows:

Route Part	Rate Type	Route Part	Rate Type	Route Part	Rate Type
ALL	PER ANNUM				

12. NOTES TO OFFEROS

A. This contract is solicited in accordance with the policies and procedures in effect as of the issue date of this solicitation.

B. In the event that you are awarded a contract resulting from this solicitation, your proposal, the Statement of Work and all attachments will be incorporated. By executing the contract, the supplier agrees to perform the Statement of Work and accepts the clauses and provisions stated in this solicitation.

C. The contract will be awarded not less than 3 day(s) prior to the term beginning date as stated in Item 4, or subsequent date as ordered by the Contracting Officer.

D. The applicable Department of Labor Wage Determination(s) for this solicitation is outlined in Section B of the Statement of Work.

Section B. Statement of Work and Specifications

HCR 968A1, KEAAU,HI - H005,HI

B.1 SCHEDULE, FREQUENCY, AND SERVICE REQUIREMENTS

B.1.1 Schedule

A 1 K7	PART TRIP FREQUENCY		TIME ZONE	NASS CODE
0800	LOAD/UNLOAD/CASE			
1015	Lv	KEAAU,HI	HI Ar	96749
1530	Ar	H005,HI	HI	
1545	LOAD/UNLOAD/CASE			
VH120	VEHICLE REQMT			
24.2	MILEAGE			

B.1.2 Frequency Explanations

FREQUENCY IDENTIFICATION		ANNUAL TRIPS
K7	Daily except Sundays and holidays	303.07

B.1.3 Service Requirements

Special Rate for Extra Trips will be $6.00 per mile.
Exceptional Service may include Sunday delivery.

SERVICE

PART A:

1	Leave Postal Parking Lot	
2	R on Old Volcano RD	.1 mi.
3	L on Keaau-Pahoa Rd	1.1 mi.
4	R on Hwy-130	1.1 mi.
5	L on Makuu Drive	6.1 mi.
6	L on 6th Ave	3.6 mi.
7	L into Mailpark	.1 mi.
8	Exit R out of mail park	.1 mi.

9	R on Makuu Drive	3.6 mi.
10	R on Hwy 130	6.1 mi.
11	L on Keaau-Pahoa Rd	1.1 mi.
12	L on Old Volcano Rd	1.1 mi.
13	R into PO	.1 mi.

24.2 r/t miles on a K7 frequency

*1. Estimated annual schedule miles: 7,334.3
**2. Estimated annual schedule hours: 2,349.0
Estimated boxes: 1400

* The estimated annual miles and per trip miles are given only as information. Prior to submitting a proposal, the supplier should determine the actual miles.

** The estimated annual hours are approximately the number of hours needed to operate the trips as they are shown in the schedule. Also included in the total estimated annual hours are the number of hours needed for casing, loading/unloading and mail mark-up. Prior to submitting a proposal, the supplier must determine the actual hours.

*** See the contract Terms and Conditions for further information regarding miles and hours.

The hours are based on 1400 total boxes cased as follows:

SUPPLIER CASING:

TRIP	OFFICE NAME	BOXES	START	END
1	KEAAU, HI	1400	08:00 -	10:15

ADJUSTMENTS TO COMPENSATION BASED ON CHANGES IN ROUTE MILES AND / OR ROUTE HOURS: Subject to the Changes clause of this contract, miles and/or hours may be added to or subtracted from the contract. Contract compensation may be adjusted based on an increase or decrease in route miles and/or route hours.

SPECIAL NOTE: Any additional hours or miles which may result from the supplier's unique operations should be included in the proposal price. The miles and hours shown in this section are the estimated minimum miles and hours necessary to operate the trips as shown and do not include washup time, vehicle inspection, etc.

B.1.4 Work Requirements

a. Before submitting a proposal, information concerning the casing and delivery of mail should be obtained from the Administrative Official at KEAAU HI.

b. The supplier will be required to report in sufficient time to case, load and depart on schedule (See Section 1.1.) The Supplier is required to report for duty at either (1) the time specified in the contract, or (2) an alternative time expressly approved by the Administrative Official; provided that, in any case, the Supplier must always report in sufficient time to case (if contract requires casing), load, and depart on schedule. The supplier is responsible for the delivery of all mail in all situations, and should report for duty, if possible, regardless of weather conditions, unless instructed otherwise by the Administrative Official.

c. The supplier will be required to load, transport, and unload all classes of mail at the headout, en route, and destinating offices.

d. The supplier will be required to exchange mail through locked lobbies, vestibules, collection boxes, or lockers as directed by the contracting officer or authorized representative. Collection boxes may not be cleared prior to the posted box collection time. Supplier will also be required to use scanning devices when instructed by the contracting officer or authorized representative.

e. The supplier may be assigned lobby/vestibule keys and/or a scanning device to be used in the delivery and collection of mail along the contract route. These are accountable items that must be signed out prior to the start of the designated trip(s) and turned in at the end of the trip(s). Loss, negligent damage, or failure to turn in accountable item(s) as scheduled may result in assessment of damages or termination of the contract. When assigned a scanning or similar device, the supplier is responsible for ensuring the validity of set up data in the device and for the accuracy of all scanning inputs.

B.2 VEHICLE REQUIREMENTS AND SPECIFICATIONS

a. The minimum cubic feet of usable load space required for each vehicle is identified below. The successful supplier, with the approval of the contracting officer, may elect to use a vehicle providing usable load space in excess of the minimum requirement of this solicitation. The successful supplier must provide as a minimum the vehicle(s) required by the contract.

b. The number of vehicles identified below is the minimum vehicle requirement. The supplier will also be required to have readily available sufficient

stand-by equipment of the type(s) listed below to perform extra trips, to permit vehicle maintenance, and to prevent delays in emergencies such as mechanical failures and poor weather conditions.

c. The successful supplier may elect to provide a right hand drive vehicle due to the contract delivery service features of this route.

d. All equipment shall be presented for inspection at the location and time indicated by the contracting officer or authorized representative. Equipment used on the contract must at all times be maintained in a condition that reflects favorably on the Postal Service and is acceptable to the contracting officer or authorized representative for the full term of the contract and any subsequent renewals that might be negotiated.

e. The supplier will be required to provide as a minimum the vehicle(s) indicated below:

TYPE OF VEHICLE	CUBES	NUMBER
Vehicle	120	1

f. Vehicles used on this route must be equipped with roof mounted warning light(s), visible from all directions. Strobe-type lights are recommended in lieu of flashing/rotating lights in areas where state or local law permits. Such light(s) must be used while mail deliveries are being made. The words "US MAIL" may also be displayed on the delivery vehicle at the option of the supplier or as required by state law. Lights and signs may be temporary or permanently affixed to the vehicle. This requirement does not apply where prohibited by state or local law.

g. The supplier shall equip each vehicle or supply each driver with a cellular phone to enable the Postal Service or the driver to initiate two-way communications. The supplier/driver must observe all federal/state/local laws regarding the use of cellular communications. The vehicle shall not be in motion during communications. The supplier/driver will be required to notify the postal authority at the appropriate service point on the route if a delay in excess of fifteen (15) minutes is anticipated. (The Postal Service assumes no liability for phone piracy experienced by the supplier or unauthorized use of the cellular phone.)

B.3 GENERAL REQUIREMENTS AND PROHIBITIONS

The supplier shall provide transportation services as specified in this Statement of Work and Specifications.

a. Sanctity of the Mail

The supplier shall carry all mail tendered for transportation under this contract, whatever may be its size and weight, with certainty, celerity, and security, in accordance with the operating schedule and between the points fixed in the schedule, as modified from time to time pursuant to this contract. The supplier, when so directed by the contracting officer, shall (i) load and unload mail, (ii) make the exchange of mail, and (iii) perform all minor administrative services as may be necessary to track and trace the mail.

b. Extra Trips

Supplier will be required to perform additional trips of service pursuant to the Changes clause. The supplier must proceed to perform any extra trips ordered by the contracting officer or authorized representative.

c. Cancelled Trips

The Postal Service may cancel any trips under this contract. Supplier will be compensated at 50% of rate per mile (miles x cost segment rate per mile for annual rate contracts) for trips cancelled with at least 4 hours' notice.
Trips cancelled with less than 4 hours' notice will be fully compensated, as if performed.

d. Protection of the Mail

The supplier shall protect the mail from loss, depredation, or damage. The mail shall be transported in an enclosed, water-proof compartment, equipped with secure locking devices, which shall be kept locked at all times except when access thereto is required for performance of service under this contract. The supplier shall await completion of all delayed mail connections except when otherwise directed by the contracting officer or authorized representative, or the supplier's vehicle is carrying passengers on a fixed schedule. If the supplier is authorized to carry passengers, the mail must be carried in a compartment separate from the passengers so that they cannot have access to the mail. The supplier shall not transport hitchhikers in vehicles while the vehicles are being used in the performance of service on this contract. In the event of an accident, the supplier must remain at the scene, if practical, and notify the Administrative Official immediately. The supplier may not leave any mail unattended.

e. Appearance of Equipment

The supplier shall at all times maintain its transportation equipment used under this contract so as to present a creditable appearance and comply with applicable Postal Service regulations. The supplier may use a sign on its vehicle(s) that states "United States Mail," but only when vehicle(s) are being used in the performance of service under this contract.

f. Alcohol and/or Drugs

The supplier and his/her employees must not perform contract operations while under the influence of alcohol, narcotics, or any other substance that tends to impair judgement; nor will they consume any of the foregoing while engaged in contract operations.

g. Weapons and Explosives

No person while on Postal property, or while performing services under a Postal contract, shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed.

h. Carriage of Letters

The supplier shall not carry letters outside of the mails.

i. Denial of Access to the Mails

The supplier shall deny access to the mail to any employees or personnel when required to do so by the contracting officer.

j. Suitability of Contract Personnel

In conducting operations under this contract, the supplier shall not employ any individual who is: lacking sufficient ability to perform properly the required duties; not a reliable and trustworthy person of good moral character; barred by law or Postal Service regulations from performing such duties.

Suppliers and their employees are required to maintain a neat, clean and professional appearance reflecting a positive image while engaged in contract operations.

Driver uniforms are not required under this contract. Suppliers who require their drivers to wear uniforms may include the cost only in the general overhead line.

Suppliers and their employees who provide Contract Delivery Service routinely receive and must respond to inquiries from postal employees and custom-

ers. Therefore, suppliers and their employees who provide this service must have a basic competence in speaking and understanding English. Competence in understanding and speaking English will be assessed by the Administrative Official during the preliminary screening process.

The Postal Service has a Zero Tolerance Policy regarding workplace violence. Suppliers and their employees must conduct themselves in a professional and business-like manner, since poor conduct has a direct reflection on the Postal Service. Zero Tolerance means that we will not ignore any incident of verbal or physical action on the part of any supplier (or the supplier's employee) who could cause injury to another.

k. Water Vessels

In the event that this is a contract for carriage of mail by a domestic water vessel, the supplier shall serve terminal post offices without regard to distance from the nearest landing, unless the Postal Service has previously assumed such a terminal service, and shall serve all intermediate post offices along the route located not more than one-fourth of a mile from the vessel landing. The supplier, when so directed by the contracting officer, shall (i) load and unload mail, (ii) make the exchange of mail, and (iii) perform all minor administrative services as may be necessary to track and trace the mail. Passengers, freight and other traffic, if authorized by this contract, may be accommodated, but shall not delay the mail or reduce the contracted cubic capacity.

l. Contract Delivery Service

If Section B or another part of this contract calls for "contract delivery service" or similar services, the supplier shall, when so directed by the contracting officer, perform any or all of the following:

(1) The supplier may be required to provide the following services under this contract:

(a) Deposit all mail matter received for that purpose from a post office into the appropriate customer mail boxes (or, in the case of a domestic water route, customer mail boxes or sacks) placed along the line of the route. In the event that (i) mail cannot be contained in customer boxes, or (ii) in the case of a domestic water route contract, suitable and unobstructed landings and appropriate boxes or sacks are not furnished by the customers, the supplier shall deliver the affected mail as provided in the applicable Postal Service regulations.

(b) Receive all mail properly tendered by customers. Collect all mail

from or about mail boxes placed along the line of route when a signal is displayed to indicate that a box contains mail to be taken. Comply with Postal policies on mail collection as communicated by the Administrative Official, including but not limited to, anonymous mail and revenue protection guidelines.

(c) Deliver all mail received or collected along the route to the next post office or to such other point or person on the route as the contracting officer or authorized representative may direct.

(2) The supplier also may be required to (i) prepare and follow Address Management System (AMS) case labeling instructions; (ii) accept mail addressed to customers on the route and arrange it in order of delivery, or place it in the proper individual sacks for delivery; and (iii) mark up and forward mail for customers of the route who have filed a change of address order, and make appropriate entry in the list of names of the customers served. The Supplier must report all box changes to the Administrative Official. In performing these duties, the supplier may only use office equipment that is approved by the Administrative Official.

(3) In addition to delivery and collection of all classes of mail (First Class, Priority, Periodicals, Standard, Express, etc.), the supplier may be required to:

(a) Sell stamps and supplies.

(b) Accept money with applications for money orders and give receipts.

(c) Accept and give receipts for matter presented for registration, certification, insurance, or COD service.

(d) Provide delivery for the special services associated with all classes of mail which include but may not be limited to: registered, certified, insured, and COD, as well as pick up and delivery of parcels and those services associated with Express mail.

(4) Normally the supplier will not be required to dismount from a vehicle to deliver and/or pick up mail from boxes along the line of travel. The following are examples of conditions which will require the supplier to dismount from a vehicle to transact business:

(a) Pick up and/or delivery to apartment houses or other dwellings which use or are qualified to use apartment house receptacles (cluster boxes).

(b) When necessary to obtain a signed receipt for accountable mail (i.e. Express, Certified, and Registered) or to deliver and/or pick up parcels.

(c) When boxes (or clusters) are located behind sidewalks and the solid sidewalk prevents the normal pick up and/or delivery of mail from the vehicle.

(5) Supplier will be required to deviate up to 1/2 mile and retrace (total of one mile) to transact business involving the classes of mail listed in (3)(d). For all transactions that Supplier performs, Postal funds must be kept separate from personal money. All postal funds must be turned in upon completion of route service to the appropriate postmaster or designated employee.

(6) Suppliers are expected to perform their duties in a professional mannner, treating Postal Service personnel and customers with appropriate respect. (a) The Administrative Official must approve all casing, loading, and delivery methods of the Supplier. Supplier should address performance, route/box, and delivery procedure issues with the Administrative Official. Supplier should address payment and contract administration issues with the Contracting Officer. Supplier must respond promptly to all communications from the Contracting Officer or Administrative Official. (b) If Supplier receives a customer comment or complaint, Supplier must inform the customer to file their comment or complaint with the appropriate postmaster. Suppliers must not circulate changes in service. Supplier must relate all questions relating to must relate all questions relating to schedules, extensions, and new service to the Administrative Official. (c) Supplier may not directly or indirectly furnish to others the names and addresses of customers. Supplier may not use customer names to further personal business schemes. (d) Suppliers are expected to identify with and be appropriately involved in the community they serve. If necessary, suppliers awarded CDS contracts may be required to reside in the community of their new post office to provide the required services and to ensure their community involvement.

(7) In performing the contract delivery service or similar services described in this section, the Supplier must perform all of its duties in accordance with the Postal Operations Manual. In the event of a conflict between any section of the POM (other than Section 66: Highway Contract Service) and the terms and SOW of this contract, the terms and SOW of this contract shall take precedence, unless such interpretation would be a violation of applicable Postal laws or regulations. In the event of a conflict with Section 66 of the POM, Section 66 shall take precedence.

B.4 LIABILITY FOR EQUIPMENT DAMAGE AND REPAIRS

a. The supplier shall be solely liable for loss or damage to its equipment except to the extent that such loss or damage is caused by negligent act or omission of the Postal Service.

b. The supplier shall be solely responsible for all repairs to and maintenance of its equipment utilized in the performance of this contract.

c. In the event that any equipment used by the supplier breaks down en route between postal facilities, the supplier shall obtain repairs needed to put the equipment back in service. This obligation extends to all equipment used by the supplier under this contract.

d. If, pursuant to subparagraph c. above, the supplier repairs equipment owned or leased by the Postal Service, or equipment of other Postal Service mail transportation suppliers or their subcontractors, the Postal Service shall, upon submission of a properly documented claim to the contracting officer, reimburse the supplier for the cost of such repairs. Such reimbursement shall include additional costs, if any, associated with delays in securing repairs, when such delays are beyond the control and without the fault or negligence of the supplier.

B.5 SCREENING/IDENTIFICATION REQUIREMENTS

At contract award, and thereafter, the supplier must identify to the administrative official all individuals who require access to facilities, the mails, or need authority to drive. Before contract employees are allowed to perform under the contract, the supplier must submit to the administrative official two original Forms 2025, Contract Personnel Questionnaire, one original Form 2181-C, Authorization and Release, Background Investigation, two original Forms FD 258, Fingerprint Card, and two full face, 1 1/4" x 1 1/4", color photographs. If the contract employee has driving responsibilities, a current driving record must also be submitted to the administrative official. A 5-year driving record must be provided except in those states in which only 3-year driving records are issued. The driving record must be dated no more than 30 days prior to the date submitted to the administrative official. If fingerprints are determined to be unclassifiable, the contract employee must submit two additional fingerprint cards within 30 days of notification. The results of the Postal Service investigation will determine if the contract employee is granted a non-sensitive clearance. Non-sensitive clearances can be denied or revoked. Clearance will not be granted if the Postal Service is unable to obtain results from a criminal history inquiry through local agencies where the individual has resided and has been employed during the 5-year period prior to submission of the application forms. Suppliers and contract employees must report arrests or

convictions occurring during the contract term to the administrative official.

Pending clearance, a temporary photo identification badge, PS Form 5139, Non Postal Service Temporary Employee, will be issued to the contract employee. Upon final clearance, a photo identification badge, PS Form 5140, Non Postal Service Contractor Employee, will be issued. The contract employee must display the identification badge on their outer garment when on postal property. The supplier is responsible for the recovery and return of identification badges to the Postal Service when an employee is separated.

Postal regulations require that suppliers and their employees who drive be rescreened once every four years,or by direction of the administrative official. All forms specified above, with the exception of Form FD 258, must be submitted to the administrative official. Form FD 258 may be required if so advised by the administrative official.

Form 2081, Contractor Employee Assignment Notification, may be used in lieu of the above screening requirements for emergency service not exceeding 15 days. The supplier must complete and submit Form 2081 and a full-face, 1 1/4" x 1 1/4" color photograph for each contract employee to the administrative official. The administrative official will issue Form 5139. If the emergency exceeds 15 days, the screening procedures defined above must be performed for all emergency contract employees. The supplier is responsible for the recovery and return of Form 5139 to the Postal Service at the end of the emergency service.

Security clearances are specific to an individual, not a contract. If a driver, who is separated, goes to work for another supplier within one year of the date of separation, the current supplier must provide two original Forms 2025, the current motor vehicle record and two full-face color photos to the administrative official. Postal Management Instruction, Screening Highway Transportation Contract Employees, provides detailed instructions on screening contract employees.

B.6 SAFETY REQUIREMENTS

The supplier shall conduct its operations under this contract in full compliance with all local, state, and federal regulations.

a. Inspection of Equipment

Drivers shall satisfy themselves that equipment is ready for use and the following parts and accessories are in good working order:

(i) Servicing and parking brakes
(ii) Steering mechanism

(iii) Lighting devices and reflectors
(iv) Tires
(v) Horn
(vi) Windshield wipers
(vii) Rear vision mirrors

The vehicle must be equipped to address emergencies (e.g. weather conditions, fire, accident, etc.) based on locality where the service is being provided.

b. Safe Loading and Security of Equipment

Drivers responsible for loading or assisting in the loading of their vehicles must ensure that loads are properly distributed and secured and that doors, tailgates, and other equipment are fastened properly to permit safe operations.

c. Hazardous Conditions

Extreme caution, even to the extent of stopping operation if necessary, shall be exercised by drivers when hazardous road or weather conditions prevail.

B.7 INSURANCE REQUIREMENTS

If this contract requires the operation of a motor vehicle, the supplier shall establish and maintain continuously in effect a policy or policies of liability insurance as required by this contract for all motor vehicles to be used under this contract.

Coverage must meet all minimum insurance requirements imposed by federal, state and local law or regulation when such requirements exceed the minimum coverage required by the Postal Service as stated in this contract.

B.8 ADDITIONAL INFORMATION

a. The administrative official will provide route training to the successful supplier. The training will be for three hours per day over two days and will be equivalent to that training currently provided for rural carriers. The successful supplier will be compensated at the hourly rate as quoted on the proposal. The supplier will be solely responsible for training any of its own personnel.

b. The contract rate must include all elements of cost the supplier expects to incur in performing the service. The supplier must include the total

anticipated costs (based on the total regular hours) for vacation time or other fringe benefits in the contract rate. Adjustments to include these costs in the second or subsequent years of the contract will not be allowed. Included in the cost comprising the total contract rate are those associated with the payment for vacation time and other fringe benefits as outlined in the attached Department of Labor Wage Determination(s) listed below:

Route Part A: 1982-0208(Rev.-98) (1A) and dated 08/29/2025

c. The supplier, depending on actual route operations, may be required to pay round trip compensation to drivers even though the contract requires one-way trips. In this, and all other cases, it is the SUPPLIER'S RESPONSIBILITY to verify DOL requirements and include the cost in the proposed price. Adjustments to include these costs at a later time will not be allowed.

Section C. Delivery or Performance

PHYSICAL LOCATION OF POINTS SERVED

KEAAU
US POSTAL SERVICE
16-578 OLD VOLCANO RD
KEAAU HI 96749-9998
808-966-9179

UNITED STATES POSTAL SERVICE

CONTRACT DELIVERY SERVICES (CDS)

Terms and Conditions

Date of Issue: January 2025

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PART 1 – STATEMENT OF WORK AND SPECIFICATIONS

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PART 2 – INSTRUCTIONS TO OFFERORS AND PROVISIONS

Instructions to Offerors Provision:

For the Postal Service to evaluate proposals in accordance with the criteria stated in Provision 4- 12, Evaluation (Surface Transportation), the following information must be provided. In general, the offeror should be concerned with providing specific facts in lieu of broad generalizations and flowery descriptions.

All proposal submissions must be submitted electronically by the time and date indicated on Form 7435.

Failure to submit the required information as outlined below may result in a proposal being deemed unacceptable. Unacceptable proposals may not be considered for evaluation or award.

Section	***Criteria***
1	Supplier Eligibility
2	Past Performance
3	Supplier Capability
4	Operations Plan
5	Representations and Certifications (Provision 4-3)
6	Subcontracting Plan (If Applicable)
7	Completed and Signed PS Form 7405
8	Completed Highway Transportation Contract - Cost Worksheet

- **Section 1 – Supplier Eligibility**

  The offeror must provide the information needed for the evaluation team to determine that the offeror is eligible to perform all the services required for the full term of the resultant contract. Information submitted must allow the evaluators to determine the offeror's eligibility relating to the factors set forth in “Supplier Eligibility” in Provision 4-12, *Evaluation (Surface Transportation).*

- **Section 2 - Past Performance**

  The offeror must provide sufficient information for the evaluation team to determine its performance level on contracts and other business arrangements of similar size and scope. Information submitted should allow the evaluators to determine the offeror’s past performance relating to the factors set forth in “Past Performance,” in Provision 4-12, *Evaluation (Surface Transportation)*.

- **Section 3 – Supplier Capability**

  The offeror must provide sufficient information for the evaluation team to determine if the offeror is able to perform all the services required for the full term of the resultant contract. Information submitted must allow the evaluators to determine the offeror’s capability relating to the factors set forth in “Supplier Capability” in Provision 4-12, *Evaluation (Surface Transportation)*. This solicitation should be addressed as though this is the first time an offeror is doing business with the Postal Service.

- **Section 4 – Operations Plan**

  Offerors must provide an Operations Plan for dealing with normal daily operations, as well as unscheduled and unexpected events. The offeror must provide sufficient information for the

evaluation team to determine the offeror's ability to implement and execute the proposed Operations Plan, as it responds to the factors set forth below in in Provision 4-12, Evaluation (Surface Transportation), and "Operations Plan.

- **Section 5 – Representations and Certifications**

  The Representations and Certifications pursuant to Provision 4-3 must be executed and returned with the proposal.

- **Section 6 – Subcontracting Plan (If applicable)**

  A subcontracting plan is required if the proposal for the term of the contract is equal to or exceeds $1,000,000 **or if** the supplier plans to use subcontractors to operate a part or all of the transportation service. For example, if a supplier proposes an annual rate of $250,000 and the period of performance is four (4) years than a Subcontracting Plan would be required ($250,000 x 4) = $1,000,000. If required, the offeror is required to develop and submit a detailed subcontracting plan that meets the requirements of Clause 3-1 with its proposal. Lack of an approved plan may make the offeror ineligible for award.

  A subcontract is defined as any agreement (other than one involving an employer-employee relationship) entered into between a Postal Service supplier and subcontractor calling for supplies or services required for performance of the contract or subcontract (reference Clause 3-1).

- **Section 7 – PS Form 7405**

  The offeror must provide a completed and signed PS Form 7405.

  The following instructions should be closely followed in completing this form:

  Item 1. Fill in the solicitation number, date of the solicitation, and the terminal points of the route exactly as they appear on the solicitation.

  Item 2. In the first space, write out the exact amount of the offered price as calculated on the Price Worksheet Attachment. In the second space, insert the numerical amount. Make certain that the amounts set forth in both spaces are exactly the same.

  Item 3. In blocks a, b, and c, enter the complete name, address and phone number of the offeror. Enter the offeror's DOT number in block d. Enter the Employer Identification Number (Social Security Number if the offeror is an individual) in block e. Complete blocks f and g only if proposals are being submitted for box delivery routes.

  Complete the remainder of the form, including the appropriate certificate, and other items on the reverse, and sign the form as offeror.

- **Section 8 – Completed Highway Transportation Contract – Cost Worksheet**

  The offeror must include a Highway Transportation Contract – Cost Worksheet that reflects the proposed price from box 2 (Rate of Compensation) on the PS Form 7405. The Cost Worksheet becomes the basis for comparison of representative cost elements for future contract modifications.

  The estimated per trip miles shown on the schedule or special notes are given only as information. Prior to submitting a proposal for a route, the offeror should determine the actual miles that must be covered. The contract price will neither be increased nor decreased if the actual distance is greater or less than advertised. Suppliers are expected to state all mileage necessary to accomplish the service to include any portal, fueling or other mileage necessary including any miles in excess of the stated schedule mileage.

  The hours shown on the schedule are the Postal Service's estimates of the minimum hours necessary to operate the required trips and are believed to be substantially correct; they do not include wash-up time, vehicle inspections, etc. However, Suppliers are expected to state all hours necessary to accomplish the service in their cost proposal to include wash-up,

vehicle inspection, and portal time even if it is in excess of the estimated schedule hours.

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, 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 1-6: Supplier Clearance Requirements (Surface Transportation) (June 2020)

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 will be required before that access will be permitted in accordance with MI PO-530-2009-4, *Screening Highway Transportation Contractor Personnel,* or any superseding management instruction. It is the supplier'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 regulation, taking into account in their offers the time and costs associated with the screening.

Provision 3-1: Notice of Small-, Minority-, and Woman-Owned Business Subcontracting Requirements (February 2018)

When the contract value is estimated at $1 million or more, all offerors, except small businesses, must submit with their proposals the contract-specific subcontracting plan required by Clause 3-1: Small-, Minority-, and Woman-Owned Business Subcontracting Requirements. Generally, this plan must be agreed to by both the offeror and the Postal Service before award of the contract. Lack of submittal of a contract-specific subcontracting plan may make the offeror's proposal unacceptable for award.

All offerors, must be capable of reporting as required by Clause 3-2: Participation of Small-, Minority-, and Woman-Owned Businesses. Reporting is required when the contract value is estimated at $500,000 or more.

Provision 4-11: Standard Solicitation Provisions (Surface Transportation) (June 2020)

a. Submission of Offers. The Postal Service will provide a Postal Service (PS) Form 7405, *Transportation Service Proposal and Contract,* to offerors for signature and inclusion with the proposal package.

   The proposal(s) submitted by the offeror will require, at a minimum:

   1. Solicitation number;
   2. The name, address and telephone number of the offeror;
   3. Price and any discount terms;

4. "Remit to" address, if different than mailing address;
5. A completed copy of the representations and certifications (Provision 4-3);
6. Acknowledgment of Solicitation Amendments; and
7. PS Form 7405, *Transportation Services Proposal and Contract*.

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

c. Late Proposals. Proposals or modifications of offers received at the address specified for the receipt of proposals 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.

d. Type of Contract. The Postal Service plans to award a Fixed Price contract with Economic Price Adjustment. Adjustments will be made in accordance with the contract and Postal Service Management Instruction PM-4.4.1-2005-1 which can be found at http://about.usps.com/management-instructions/p441051.pdf. Any reference to the Purchasing Manual within the Management Instruction is hereby replaced with the Supplying Principles and Practices. All proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.

e. 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.

f. Multiple Awards. The Postal Service intends to award one or more contracts under this solicitation.

g. 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 in Section 9, Provisions or Section 10, Clauses of the Supplying Principles and Practices, at: https://about.usps.com/manuals/pm/welcome.htm.

Provision 4-12: Evaluation (Surface Transportation) (June 2020)

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. Each offeror will be required to submit a two-volume proposal. The Technical Evaluation will be based on the first volume, whereas the Price Evaluation will be based on data provided on PS Form 7405. Supplier Eligibility will be graded on a pass/fail basis. Offerors who do not "pass" the Supplier Eligibility criteria will be deemed "not eligible" and will not be further evaluated for award. This subparagraph is continued in the Supplemental Evaluation Provision below.

b. Notice of Award. A written notice of award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the proposal will result in a binding contract without further action by either party. Before the proposal's specified expiration time, the Postal Service may accept a proposal (or part of a proposal),

whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Supplemental Evaluation Provision (CDS Office) (April 2023)

Evaluation Factors

Supplier Eligibility (Pass / Fail)

The offerors' ability to meet all the required criteria that are necessary to perform operations, to include the following:

a. Person's ineligible to become suppliers.

   1. Employees of the U.S. Postal Service. Members of a Postal Service employee's family or household may be eligible, subject to an internal ethics review.

   2. Business organizations substantially owned or controlled by Postal Service employees. However, business organizations substantially owned or controlled by a member of a Postal Service employee's family or household may be eligible, subject to an internal ethics review.

   3. Suppliers suspended, debarred, ineligible, or proposed for suspension, debarment, or ineligibility are also excluded from conducting business with the Postal Service as agents, subcontractors, or representatives of other suppliers.

b. Persons eligible to become suppliers. Subject to the foregoing exceptions, the following are eligible to hold mail transportation contracts:

   1. An individual (if at least 18 years of age). You must have 2 years' driving experience to be allowed to drive under a Postal Service contract.

   2. A partnership, if any partner meets the foregoing age qualification of an individual.

   3. A corporation.

<u>Note: The following evaluation criteria (Past Performance, Supplier Capability, and Operations Plan) are of equal importance.</u>

Past Performance

Using the information provided in the offeror's proposal and other information available to the Postal Service, the Postal Service will evaluate the following, which are not subfactors but will be considered in reaching an overall rating for this evaluation factor:

a. Quality & Timeliness: Listing of current or recent Postal contracts, as well as any non-postal employment or contracts that are comparable to Contract Delivery Service. For each contract listed, the offeror should provide a record of adherence to contract requirements, and in the case of non-postal employment or contracts, an additional record of on-time performance.

b. Business Relations: Established productive business relations (a history of being reasonable and cooperative with customers; commitment to customer satisfaction; integrity, and ethics).

Supplier Capability

The extent to which the offeror has the resources (e.g., financial, technical, equipment, etc.) adequate to perform the work will be evaluated. The offeror should address the following in the supplier capability section of the proposal. These are not subfactors but will be considered in coming up with an overall rating for this evaluation factor:

a. The ability to meet the required delivery schedule (e.g., able to begin operations on effective date of start-up of contract performance), considering all existing commitments, including pending awards.

b. The ability to provide the necessary equipment.

c. Acceptable financial condition that will allow the Contracting Officer to determine that operations are likely to remain ongoing. Documentation should include a recent credit report. The offeror may also consider submitting additional documentation as applicable to the service. Such documentation might include a current financial statement (income statement, balance sheet, and statement of cash flows) and/or funding documentation from a financial institution.

Operations Plan

The offeror must include a detailed operations plan in its proposal. The Operations Plan, at a minimum, must address the offeror's plan for all situations listed below. These are not subfactors but will be considered in coming up with an overall rating for this evaluation factor.

a. Ability to conduct normal operations to include all bulleted items below
   - Operating as a sole proprietor or using hired driver labor
   - Compliance with Department of Labor (DOL) regulations (if applicable)
   - Ability to monitor service performance
   - Ability to secure the mail

b. Ability to handle contingency operations to include
   - Extra trips
   - Schedule changes
   - Equipment breakdowns
   - Inclement weather during operations
   - Supplier or hired driver absence (substitute driver plan)

Price Proposal Evaluation

Box 2 on PS Form 7405 (Rate of Compensation) will be used to analyze each of the offeror's proposal(s). The offered price must include all elements of cost the offeror expects to incur in performing service. The rates may be carried out to a maximum of four decimal places.

Best Value Decision

Award will be made to the offeror who proposes the best value to the Postal Service. Technical Factors are more important than price. In determining potential tradeoffs to arrive at the best value selection, the Postal Service will assess the strengths, weaknesses, and deficiencies between or among competing technical proposals from the standpoint of 1) what the difference might mean in terms of anticipated performance; and 2) what the evaluated cost would be for the Postal Service to take advantage of that difference.

Award will not necessarily be made to the offeror who provides the highest-rated technical proposal or to the offeror who offers the lowest price. Price is more important in selecting between or among closely ranked technical proposals. In making any price- technical tradeoff, the Postal Service also does not intend to pay a premium price unless there is a significant technical advantage justifying a higher price.

The Postal Service reserves the right to not award a contract based on this solicitation should it deem that a non-award is in its best interest. Awards will not be made to offerors whose proposals are not competitively priced or to offerors with poor technical proposals.

Provision 4-3: Representations and Certifications (January 2025)

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 polices 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: _____
   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. Reserved.

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, in 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.

Provision 9-5: Compliance with Veterans' Employment Reporting Requirements (June 2020)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if the offeror has any contracts with the Postal Service containing Clause 9-16, Employer Reports on Employment of Protected Veterans, or any contracts with Federal agencies containing Federal Acquisition Regulation Clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS —4212 Report required by 41 CFR 61-300.10.

Part 3 – CLAUSES

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. *Subcontract* — Except as otherwise provided in the contract, the term includes purchase orders under this contract.

Clause B-9: Claims and Disputes (March 2006)

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 7101–7109) ("the Act" or "CDA").
b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the supplier seeking the payment of money exceeding $100,000 is not a claim under the Act until certified as required by subparagraph d(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount is not acted upon in a reasonable time.

1. A claim by the supplier must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the supplier is subject to a written decision by the contracting officer.
2. For supplier claims exceeding $100,000, the supplier must submit with the claim the following certification:

   "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the supplier believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the supplier."
3. The certification may be executed by any person duly authorized to bind the supplier with respect to the claim.

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

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

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

g. The Postal Service will pay interest in the amount found due and unpaid from:
   1. The date the contracting officer receives the claim (properly certified, if required); or
   2. The date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with Clause B-22: Interest.

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

Clause B-15: Notice of Delay (March 2006)

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

Clause B-16: Suspensions and Delays (March 2006)

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

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

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

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

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

Clause B-19: Excusable Delays (March 2006)

a. Except with respect to defaults of subcontractors, the supplier will not be in default by reason of any failure in performing this contract in accordance with its terms (including any failure by the supplier to make progress in the prosecution of the work that endangers performance) if the failure arises out of causes beyond the control and without the fault or negligence of the supplier. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity or of the Postal Service in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the supplier.

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

   1. The supplies or services to be furnished by the subcontractor are obtainable from other sources;

   2. The contracting officer orders the supplier in writing to procure the supplies or services from other sources; and

   3. The supplier fails to comply reasonably with the order.

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

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

Clause B-22: Interest (March 2006)

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

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-30: Permits and Responsibilities (March 2006)

The supplier is responsible, without additional expense to the Postal Service, for obtaining any necessary licenses and permits, and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the contract. The supplier is responsible for all damage to persons or property, including environmental damage, that occurs as a result of its omission(s) or negligence. The supplier must take proper safety and health precautions to protect the work, the workers, the public, the environment, and the property of others.

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 B-64: Accountability of the Supplier (Highway) (March 2006)

a. The supplier shall supervise its operations and the operations of its subcontractors which provide services under this contract personally or through representatives. The supplier or its supervising representatives must be easily accessible in the event of emergencies or interruptions in service.

b. In all cases, the supplier shall be strictly liable to the Postal Service for the Postal Service's actual damages if mail is subject to loss, rifling, damage, wrong delivery, depredation, and other mistreatment while in the custody and control of the supplier or its subcontractors.

   The supplier shall also be accountable and answerable in damages for the faithful performance of all other obligations assumed under this contract, whether or not it has entrusted part or all of its performance to another, except:

   1. The supplier is not liable for its failure to perform if the failure arises out of circumstances beyond its control, and without its fault or negligence, and
   2. The supplier is not liable for a failure of its subcontractors to perform if the subcontractor's failure arises out of circumstances beyond the supplier or the subcontractor's control, and without the fault or negligence of either.

c. The supplier shall faithfully account for and deliver to the Postal Service all:

   1. Mail,
   2. Moneys, and
   3. Other property of any kind belonging to or entrusted to the care of the Postal Service, that come into its possession during the term of this contract.

d. Upon discovery, the supplier must promptly refund:

   1. Any overpayment made by the Postal Service for service performed, or
   2. Any payment for service not rendered.

Clause B-65: Adjustments to Compensation (Surface Transportation) (June 2020)

Contract compensation may be adjusted, from time to time, by mutual agreement of the supplier and the contracting officer.

a. Any such adjustments shall be made in accordance with the provisions of this clause and any U.S. Postal Service Management Instruction governing adjustments in effect on the date of adjustment.

b. In connection with an adjustment, the contracting officer may examine such records and books of account maintained by the supplier as the contracting officer may deem necessary.

c. Adjustments in compensation pursuant to this clause shall be memorialized by formal amendment to the contract.

d. Should the Postal Service introduce procedures which affect the supplier's obligations with respect to the costs or taxes, the contract price will be adjusted with respect to those costs, pro rata, without entitlement to other compensation for those adjustments, subject to the resolution of any dispute about the adjustments under Clause B-9: Claims and Disputes.

Clause B-67: Changes (Surface Transportation) (June 2020)

a. *Service Changes:*

1. *Minor Service Changes* — The contracting officer may, at any time, without consulting the supplier, issue orders directing an extension, curtailment, change in line of travel, revisions of route, or increase or decrease in frequency of service or number of trips and fixing an adjustment in the supplier's compensation which increases or decreases the supplier's rate of pay by no more than $5,000 for Transportation Contracts and no more than $2,500 for Contract Delivery Service Contracts. If the supplier believes the increase or decrease in contract price ordered by the contracting officer is not accurate, it may request an adjustment in compensation. The supplier will proceed diligently in accordance with minor service changes ordered unilaterally by the contracting officer. Disputes concerning such orders will be resolved pursuant to the clause.

2. *Other Service Changes* — Service changes other than minor service changes, including increases or decreases in compensation, and period of performance extensions for up to one year, may be made by mutual agreement of the contracting officer and the supplier. Such changes shall be memorialized by formal amendment to the contract. Upon execution of the bilateral amendment to the contract, the supplier waives all rights to further claims relating to the facts and events that give rise to the service change.

b. *Extra Trips:*

1. An extra trip is an additional trip of service operated on an infrequent time basis from the contract point of origin. Extra trips shall be negotiated in advance of the performance when the contracting officer deems it appropriate. However, the contracting officer may order the supplier to perform such extra service at the contract rate. If no rate of pay for extra trips has been negotiated in advance, the supplier will nonetheless perform such extra trips as are ordered by the contracting officer and may, on an after-the-fact basis, request a lump sum reimbursement for the difference between costs incurred as a direct result of performing such extra trips and pro rata payment for such trips, provided that such claims costs are adequately supported by documentary evidence furnished to the contracting officer. Claims for compensation above pro rata pay for extra trips must be filed in writing with the contracting officer, accompanied by full supporting documentation of costs, no later than 90 days after the performance of such extra trips. When the contracting officer has ordered several extra trips under a single order, the 90-day period begins on the date of performance of the last trip performed under such order. Failure to agree to such compensation above pro rata pay will be resolved under the claims and disputes clause.

c. *Detours:*

When the regular line of travel of a contract route is impassable and the supplier performs full service over another and longer line of travel, the supplier's compensation will be equitably increased for such service; provided, however, that such increase;

1. Comprises at least $1.00 (one dollar) in a Postal Accounting Period, and
2. Does not exceed an amount determined by multiplying the additional miles actually traveled by the rate per mile that applies to the trip on which the detour was made, determined by dividing the regular compensation for the trip by the regular number of miles.

Note: No payments will be made with respect to any detour not reported to the contracting officer or the contracting officer's designee within 90 days after the detoured service is performed.

Clause B-68: Changes in Corporate Ownership or Officers (March 2006)

a. This clause applies only if the supplier is a corporation and it holds no other regular highway transportation contracts or the aggregate annual rate dollar value of any regular highway transportation contracts it holds is less than $150,000.
b. A principal owner is any individual, partnership, corporation, or other entity which holds 25 percent or more of the supplier's stock. Corporate officers are the President, Vice President, and Secretary.
c. The supplier shall furnish the contracting officer, in writing, the names of its principal owners and its corporate officers before contract award, renewal or novation.
d. Except in the case of death or incapacity of one or more of the principal owners or corporate officers, the supplier must notify the contracting officer in writing not less than 30 days prior to any planned change in the principal owners or corporate officers.
e. In the event of death or incapacity of one or more of the principal owners or corporate officers, the supplier must notify the contracting officer in writing within 30 days.

Clause B-69: Events of Default (Surface Transportation) (April 2023)

The supplier's right to perform this contract is subject to termination under the default termination clause of this contract. The following constitute events of default, and this contract may be terminated pursuant to that clause.

a. The supplier's failure to perform service according to the terms of the contract;
b. If the supplier has been administratively determined to have violated Postal laws and regulations or other laws related to the performance of the service;
c. Failure to follow the instructions of the contracting officer;
d. If the supplier transfers or assigns this contract, except as authorized herein, or sublets the whole or a portion of this contract contrary to the applicable provisions of the Postal Service's Supplying Principles and Practices or without any required approval of the contracting officer;
e. If the supplier combines to prevent others from proposing for the performance of Postal Service contracts;
f. The supplier's failure to properly account, deliver and pay over moneys, mail and other property pursuant to this contract;
g. If the supplier or a partner, if the supplier is a partnership, or a principal owner or corporate officer, if the supplier is a corporation:

1. Has been or is, during the term of the contract, convicted of a crime of moral turpitude affecting his or her reliability or trustworthiness as a mail transportation supplier, such as any form of theft, fraud, embezzlement or assault, or
2. Associates with known criminals, or
3. Otherwise is not reliable, trustworthy or of good character.

h. Any breach by the supplier or subcontractor of any warranty;

i. If the supplier allows any employed individual to operate a vehicle in connection with this contract who has a record indicating that it would be hazardous for that individual to do so;

j. If the supplier's transportation equipment is insufficient, inadequate, or otherwise inappropriate for the service;

k. If the supplier employs any individual in connection with the contract contrary to the instructions of the contracting officer;

l. If at any time the supplier, its principal owners, corporate officers or personnel are disqualified by law or regulation from performing services under this contract, and upon notice thereof, the supplier fails to remove any such disqualification;

m. If the supplier fails to establish and maintain continuously in effect insurance as required by this contract, or fails to provide proof of insurance prior to commencement of service and thereafter as required by the contracting officer;

n. If the supplier fails to provide any notification of a change in principal owners or corporate officers which this contract may require; or

o. If the supplier materially breaches any other requirement or clause of this contract.

p. If an event of default occurs under any other surface transportation contract held by the supplier with the Postal Service.

Clause B-74: Payments (Surface Transportation) (April 2023)

a. Scheduled Payments. The Accounting Service Center (ASC) will pay the supplier automatically at the conclusion of each Postal Accounting Period for which payment is due. Since the fixed price should be expressed as an annual rate, payment will be computed by dividing the annual rate stated in this contract by 365 (or 366 for a leap year), and multiplying that result by the number of days in that month. If this contract ends before the end of the month, payment will be based on the number of days within that period during which the contract was in force. The leap year calculation begins on July 1 of the year before the leap year.

b. Payment for Extra Service. Compensation will be based upon the unit rate, multiplied by the actual number of units performed.

c. Deductions may be made from payments otherwise due the supplier under this contract or any other contracts held by the supplier, for any amounts for which the supplier is liable as damages or otherwise.

d. Overpayments. If the supplier becomes aware of a duplicate contract financing or invoice payment, or that the Postal Service has otherwise overpaid on a contract financing or invoice payment, the supplier will –

1. Remit the overpayment to the payment office cited in the contract along with a description of the overpayment including the –

a. Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

b. Affected contract number and delivery order number, if applicable;

c. Affected line item, if applicable; and

d. Supplier point of contact.

2. Provide a copy of the remittance and supporting documentation to the contracting officer.

e. Interest.

1. All amounts that become payable by the supplier to the Postal Service under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. § 7109, which is applicable to the period in which the amount becomes due, as provided below, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

2. The Postal Service may issue a demand for payment to the supplier upon finding a debt is due under the contract.

3. Amounts shall be due at the earliest of the following dates:

a. The date fixed under this contract.

b. The date of the first written demand for payment, including any demand for payment resulting from a default termination.

4. The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on:

a. The date on which the designated office receives payment from the supplier;

b. The date of issuance of a Postal Service check to the supplier from which an amount otherwise payable has been withheld as a credit against the contract debt; or

c. The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the supplier.

Clause B-77: Protection of the Mail (March 2006)

The supplier must protect and safeguard the mail from loss, theft, or damage while it is in the supplier's custody or control and prevent unauthorized persons from having access to the mail.

Clause B-78: Renewal (Surface Transportation) (October 2019)

In accordance with 39 U.S.C. §5005, this contract may be renewed by mutual agreement of the parties. If the Postal Service desires to renew a surface transportation contract, the Postal Service will notify the supplier prior to the expiration of the current contract and request a renewal proposal, which will be subject to bilateral negotiation. A renewal contract is considered a new contract award, not an option exercise or extension of the current contract. The Postal Service reserves the right to decide not to enter into a renewed contract with the supplier.

Clause B-79: Forfeiture of Compensation (March 2006)

If the supplier fails to perform a trip for any reason, the supplier shall forfeit the compensation otherwise due for that trip. If the supplier fails to perform a trip, and such failure is due to the fault or negligence of the supplier or of its subcontractors, the supplier shall be liable for all damages actually suffered by the Postal Service by reason of such failure.

Clause B-81: Information or Access by Third Parties (March 2006)

The Postal Service retains exclusive authority to release any or all information about mail matter in the custody of the supplier and to permit access to that mail in the custody of the supplier. All requests by non-postal individuals (including employees of the supplier) for information about mail matter in the custody of the supplier or for access to mail in the custody of the supplier must be referred to the contracting officer or his or her designee.

Clause B-82: Access by Officials (March 2006)

The supplier shall deny access to the cargo compartment of a vehicle containing mail therein to Federal, state or local officials except at a postal facility and in the presence of a postal employee, unless to prevent damage to the vehicle or its contents.

Clause B-84: Contract Type (Surface Transportation) (June 2020)

This is a Fixed Price contract with Economic Price Adjustment. Adjustments will be made in accordance with the contract and Postal Service Management Instruction PM-4.4.1-2005-1 which can be found at *http://about.usps.com/management-instructions/p441051.pdf.* Any reference to the Purchasing Manual within the Management Instruction is hereby replaced with the Supplying Principles and Practices.

Clause B-85: Administrative Official (Surface Transportation) (June 2020)

The administrative office is a Postal Service Official designated by the manager, Distribution Networks (for transportation routes) or the District Manager (for CDS routes) to monitor and administer the performance of mail transportation and related services by suppliers. If the administrative official is designated to be a "rolling administrative official" the administrative official will be the office that orders the service.

Administrative officials are not authorized to award, agree to, amend, terminate, or otherwise change the provisions of the contract. Administrative officials are responsible for ensuring supplier compliance with the operational requirements of highway contract routes and administering functions related to performance of that service. Specifically, administrative officials are responsible for the following:

a. Monitoring the supplier's operations daily to ensure contract compliance, including necessary recordkeeping.
b. Investigating irregularities and complaints regarding service on the route and taking corrective action.
c. Reporting to the contracting officer any full or partial trips not performed, including the miles of service omitted and the reason for omission.
d. Recommending establishment, discontinuance, or modifications to existing routes.

Clause B-86: Electronic Communication and Interactivity (Surface Transportation) (June 2020)

The Postal Service will be utilizing we-based systems that will require supplier interactivity. Suppliers must maintain email accounts, check messages regularly, and respond to email messages from the Postal Service. Suppliers must notify the Postal service of any changes to email addresses. Additionally, suppliers must have access to the internet. Any notices sent to the email address on file for the supplier will be effective on the day they are emailed.

Clause B-87: Price Adjustment — Fuel (Surface Transportation) (June 2020)

This contract will be administered under the automated fuel index program. Regardless of actual changes in the cost of fuel during the performance period of this contract, price adjustments attributable to such changes shall be made only as provided by this clause.

The adjustment formula for this clause has two elements that will be used to determine the adjusted contract price: (1) the Department of Energy's Petroleum Acquisition Defense District price per gallon for the region in which the contract originates (the "DOE ppg") and (2) the agreed upon number of annual gallons at the time of the adjustment (the "agreed upon number of gallons').

For the purposes of this clause, the contract's annual rate includes an indexed fuel price component, which consists of a price per gallon multiplied by the agreed upon number of gallons. Beginning with the first full calendar month of performance, the indexed fuel price component shall be calculated by multiplying the prior calendar month's DOE ppg by the agreed upon number of gallons, which will cause the contract's annual rate to increase, decrease, or remain the same from month-to-month.

Clause B-88: Safety Rating (Federal Motor Carrier Safety Administration) (Surface Transportation) (June 2020)

If the supplier is notified by the Federal Motor Carrier Safety Administration (FMCSA) that there is a proposed safety rating or determination of a rating of "unsatisfactory" of the supplier (as described in 49 CFR § 385.11), the supplier must notify the contracting officer within five business days of receipt of its receipt of notice from the FMSCA. Should the supplier fail to do so, the contracting officer may terminate any and all of the supplier's contracts for default. In addition, the contracting officer may terminate any and all of the supplier's contracts for default based upon a proposed safety rating or determination of a rating of "unsatisfactory" of the supplier (as described in 49 CFR§ 385.11) by the FMCSA.

Clause B-89: Subcontracting (Surface Transportation) (June 2020)

The supplier must obtain approval from the contracting officer before subcontracting any work awarded under this contract.

Clause B-90: Use of Postal Facilities (Surface Transportation) (June 2020)

Parking for contract vehicles and trailer at postal facilities and other used of postal facilities (unless otherwise specified within this contract) may or may not be allowed at the discretion of each facility manager. The supplier is responsible for all associated costs and to have the vehicle properly secured at all time. The supplier must have adequate contingency plans in place should the use of postal facilities be terminated or limited. In no event will the Postal Service be held liable for, or incur any additional cost associated with, such use or the termination of such use during the contract term.

Clause 1-1: Privacy Protection (October 2014)

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

a. *Privacy Act* — If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a), the Postal Service regulations at 39 CFR Parts 266–267, and Handbook AS-353, *Guide to Privacy, the Freedom of Information Act*, and Records Management and Appendix, apply to those records. The supplier is considered to operate a system of records if it maintains records (including collecting, using, revising, deleting, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier must comply with the Act and the Postal Service regulations and Handbook AS-353 in designing, developing, managing, and operating the system of records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to

prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.

b. Information Pertaining to Individuals ("Personal Information") — If the supplier has access to Postal Service information pertaining to individuals (e.g., customer or employee information), including address information, whether collected online or offline by the Postal Service or by a supplier acting on its behalf, the supplier must comply with the following:

   1. General — With regard to the Postal Service customer information to which it has access pursuant to this contract, the supplier has that access as an agent of the Postal Service and must adhere to its official Privacy Policy at: *http://usps.com/privacypolicy*.

   2. *Use, Ownership, and Nondisclosure* — The supplier may use Postal Service Personal Information solely for the purposes of this contract, and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier may not maintain, access, or store (including archival back-ups) any Personal Information data outside the United States. The supplier must restrict access to such information to those employees who need the information to perform work under this contract, and must ensure that each such employee (including subcontractors' employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its Personal Information. Unless the contract states otherwise, upon completion of the contract the supplier must turn over all Postal Service Personal Information and any copies of the information, in any form the Personal Information or copies may exist, in its possession to the Postal Service. In addition, the supplier must certify that no Postal Service Personal Information and, if applicable, copies, have been retained unless otherwise authorized in writing by the contracting officer. If so required elsewhere in this contract, the information or copies must be destroyed by the supplier and the supplier must certify to the contracting officer that such destruction has taken place.

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

   4. *Breach Notification* — If there is any actual or suspected breach of any nature in the security of Postal Service data, including Personal Information, the supplier must notify the contracting officer and the Postal Service's Chief Privacy Officer as soon as practicable but no later than 24 hours following the detection of a suspected or confirmed breach. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.

   5. *Legal Demands for Information* — If a legal demand is made for Postal Service Personal Information (such as by subpoena), the supplier must immediately notify the contracting officer and follow the applicable requirements in 39 CFR, sections 265.11 and 265.12. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the supplier may, with the written permission of the contracting officer, release the information specifically demanded.

c. *Online Assistance* — If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations set forth in the Official Postal Service Privacy Policy (see b(1) above). Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's Chief Privacy Officer.

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

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

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

g. *Flow-down* — The supplier will flow this clause down to any and all subcontractors.

Clause 1-7: 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 (Short Term) (October 2019)

The Postal Service may require the supplier to extend and continue in performance at the same delivery/performance rate and at the unit prices specified in the schedule. The contracting officer may exercise this option by giving the supplier advance written notice of the requirement to continue performance at least 30 days prior to the expiration of the contract term. This option may be exercised more than once, but the duration of each extension shall not exceed 90 days and the sum of all extensions made pursuant to this clause shall not in the aggregate exceed 6 months.

Clause 3-1: Small-, Minority-, and Woman-Owned Business Subcontracting Requirements (February 2018)

a. All suppliers, except small businesses, must have an approved subcontracting plan for contracts estimated or valued at $1 million or more at time of award. A subcontracting plan is also required when contracts awarded at less than $1 million reach or exceed the $1 million threshold during contract performance. The plan must be specific to this contract, and separately address subcontracting with small-, minority-, and woman-owned businesses. A plan approved by the Postal Service must be included in and made a part of the contract. A subcontract is defined as any agreement (other than one involving an employer-employee relationship) entered into by a Postal Service supplier or subcontractor calling for goods or services required for performance of the contract or subcontract.

b. The supplier's subcontracting plan must include the following:

   1. Goals, in terms of percentages of the total amount of this contract that the supplier will endeavor to subcontract to small-, minority-, and woman-owned businesses. The supplier must include all subcontracts that contribute to contract performance, and may include a proportionate share of goods and services that are normally allocated as indirect costs.

   2. A statement of the:

a. Total dollars planned to be subcontracted under this contract. For indefinite-delivery contracts, this amount would be based upon the minimum and maximum and stated as a total dollar range; and

b. Total of that amount planned to be subcontracted to small-, minority-, and woman-owned businesses. For indefinite-delivery contracts, this amount would be based upon the minimum and maximum and stated as a total dollar range.

3. A description of the principal types of goods and services to be subcontracted under this contract, identifying the types planned for subcontracting to small-, minority-, and woman-owned businesses.

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

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

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

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

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

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

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

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

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

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

c. *Reports.* The supplier must provide reports on subcontracting activity under this contract on a semi-annual basis. Should a contract be awarded and completed within the semi-annual reporting period, a report of subcontracting activity is still required. The report must be one of the types described in Clause 3-2: Participation of Small-, Minority-, and Woman-Owned Businesses.

Clause 3-2: Participation of Small-, Minority-, and Woman-Owned Businesses (February 2018)

a. The policy of the Postal Service is to encourage the participation of small-, minority-, and woman-owned business in its purchases of goods and services to the maximum extent practicable consistent with efficient contract performance. The supplier agrees to follow the same policy in performing this contract, and also agrees that any awarded subcontract will follow the same policy by including this clause within contracts with subcontractors.

b. When a contract is estimated or valued at $500,000 or more, or when a contract reaches or exceeds the $500,000 threshold during contract performance, the supplier must submit semi-annual reports on its subcontracting activity under this contract via a reporting method as

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

1. Showing the dollar amount of payments made to subcontractors during the reporting period;
2. Showing subcontracting activity that is allocable to this contract using generally accepted accounting principles; or
3. A combination of the methods listed above.

c. The supplier will submit a report in accordance with the Postal Service's reporting method to the contracting officer within 15 calendar days after the end of each semi-annual period, describing all subcontract awards to small-, minority-, or woman-owned businesses. The report will include, but is not limited to, Postal Service contract number, subcontractor information (supplier name, address, contact name, contact email address), business classification, North American Industry Classification System (NAICS) code, and contract specific payments (direct, allocated, and total direct and allocated dollars). The contracting officer may require more frequent reports.

Clause 4-2: Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (February 2025) (MODIFIED)

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://about.usps.com/manuals/spp/spp.pdf*. The following clauses are incorporated in this contract by reference:
   a. Clause B-25: Advertising of Contract Awards.
   b. Clause 1-5: Gratuities or Gifts.
   c. Clause 9-1: Convict Labor.
   d. Clause 9-5: Contract Work Hours and Safety Standards Act — Safety Standards.
2. The following additional clauses are also incorporated in this contract by reference:
   a. Clause 1-6: Contingent Fees
   b. Clause 9-10: Service Contract Act
   c. Clause 9-13: Equal Opportunity for Workers with Disabilities
   d. Clause 9-14: Equal Opportunity for VEVRAA Protected Veterans
   e. Clause 9-16: Employer Reports on Employment of Protected Veterans

b. *Examination of Records:*

1. *Records* — "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
2. *Examination of Costs* — If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.

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

   a. The proposal for the contract, subcontract, or modification;

   b. The discussions conducted on the proposal(s), including those related to negotiating;

   c. Pricing of the contract, subcontract, or modification; or

   d. Performance of the contract, subcontract or modification.

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

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

   b. The data reported.

5. *Availability* — The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs b.(1)–(4) of this clause, for examination, audit, or reproduction, until 3 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 3 years after any resulting final termination settlement; and

   b. The supplier must make available records relating to appeals under Clause B-9: Claims and Disputes 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:

      i. consulting with assigned counsel and the Office of the Inspector General, and

      ii. a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority.

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

Clause 4-20: General Terms and Conditions (Surface Transportation) (April 2023)

a. *Inspection and Acceptance:* The supplier will only tender for acceptance those goods or services that conform to the requirements of this contract. The Postal Service reserves the right to inspect or test goods or services that have been tendered for acceptance. The Postal Service may require repair or replacement of nonconforming goods or re-performance of nonconforming services at no increase in contract price. If repair, replacement or re-performance will not correct the defects or it is not possible, the Postal Service may seek an

equitable price reduction or adequate consideration for acceptance of nonconforming goods or services. 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, with acknowledgement of the assignment in writing from the contracting officer.

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:* When Clause B-67: Changes (Surface Transportation) is used, it has precedence over paragraph c. Changes, within this clause.

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 goods to be furnished are to be specially manufactured for the Postal Service in accordance with them;
   b. Statement of Work, Statement of Objectives, or description of services;
   c. Method of shipment or packing;
   d. Places of delivery of goods 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 is determined to increase or decrease the cost of performance or affect the delivery schedule, the contract will be modified to effect an equitable adjustment.
4. The supplier's request for equitable adjustment must be asserted within 30 days of receiving a written change order.

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. *Time is of the Essence:* Unless otherwise agreed, the dates of delivery and performance as stated in the schedule are material terms of this contract. The supplier's unexcused delay in delivery and performance will be grounds for termination for default.

e. Reserved.

f. Reserved.

g. Reserved.

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, or for any actual or alleged misappropriation or misuse of any trade secret or confidential information, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.

i. *Payment:* See Clause B-74: Payments (Surface Transportation).

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

   1. Delivery of the goods to a carrier, if transportation is f.o.b. origin, or;

   2. Delivery of the goods 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 with Notice:* This contract does not contain a termination for convenience clause. If this contract has an annual rate below $2,500,000, the contracting officer or the supplier, on 60 days written notice, may terminate this contract or the right to perform under it, in whole or in part, without cost to either party. If this contract has an annual rate at or above $2,500,000, the contracting officer on 60 days written notice or the supplier on 120 days written notice, may terminate this contract or the right to perform under it, in whole or in part, without cost to either party.

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 goods 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 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 on notice.

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 goods delivered under this contract are merchantable and fit for the use for the particular purpose described in this contract.

p. Reserved.

q. *Other Compliance Requirements:* The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations to its performance under this contract. If there are any changes to a federal, state or local law, statute or regulation, executive order or other rule applicable to contract performance during the term of this contract that result in additional contract costs, these costs will be borne by the supplier.

r. *Order of Precedence:* Any inconsistencies in the provisions or a solicitation, a contract awarded under a solicitation, or a contract awarded without the issuance of a written solicitation will be resolved by giving precedence in the following order:

   1. PS Form 7405, *Transportation Services Proposal and Contract.*
   2. The Statement of Work.
   3. The Postal Service provisions and clauses in the Terms and Conditions.
   4. Other Postal Service-provided attachments to this solicitation or contract.
   5. Supplier-provided attachments to this Contract.
   6. Documents incorporated by reference.

s. Reserved

t. Reserved

Clause 7-16: Insurance (Surface Transportation) (June 2020)

a. During the term of this contract, including any renewal, option, and extension periods, the supplier must maintain at its own expense the insurance required by this clause. Insurance companies must be licensed to sell insurance and be acceptable to the Postal Service. The contracting officer may require additional insurance, which will be specified in the Statement of Work.

b. The supplier must maintain, and when requested, furnish evidence of current workers compensation and vehicle insurance as pertains to the vehicle(s) used in the performance of the contract. Coverage must meet all applicable Federal, state and local laws.

c. Insurance must be effective by the time performance starts under this contract.

d. The maintenance of insurance, as required by this clause, is a continuing obligation, and the lapse or termination of insurance coverage, will be grounds for termination for default.

Clause 7-17: Sustainability (Surface Transportation) (June 2020)

The Postal Service embraces sustainable practices and environmental responsibility and encourages suppliers to improve their environmental sustainability practices in the performance of this contract. As appropriate, the Postal Service will collaborate with the supplier to identify opportunities that may improve the environmental and sustainability performance of the goods and services being provided by the supplier. The Postal Service encourages the supplier to develop and propose innovative sustainability business practices and offer goods and services that help the Postal Service operate in a more environmentally sustainable manner. Innovative sustainability business practices can take the form of improved and more sustainable business processes, replacement of materials used in performance with more sustainable materials, combination of sustainable materials with other materials that lead to reductions in the total cost of ownership, or by some other means. If the proposed innovation results in enhanced sustainability or otherwise furthers the Postal Service's goals, then the Postal Service may share any savings resulting from the innovation with the supplier.

Clause 9-12: Fair Labor Standards Act and Service Contract Act - Price Adjustment (February 2010)

a. The supplier warrants that the contract prices do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

b. The minimum prevailing wage determination, including fringe benefits, issued under the Service Contract Act of 1965 by the Department of Labor (DOL), current at least every two years after the original award date, current at the beginning of any option or renewal period, or in the case of a significant change in labor requirements, applies to this contract and any exercise of an option or renewal of this contract. When no such determination has been made as applied to this contract, the minimum wage established in accordance with the Fair Labor Standards Act applies to any exercise of an option or renewal of this contract.

c. When, as a result of the determination of minimum prevailing wages and fringe benefits applicable (1) every two years after original award date, (2) at the beginning of any option or renewal period, or (3) in the case of a significant change in labor requirements, an increased or decreased wage determination is applied to this contract, or when as a result of any amendment to the Fair Labor Standards Act enacted after award that affects minimum wage, and whenever such a determination becomes applicable to this contract under law, the supplier increases or decreases wages or fringe benefits of employees working on the contract to comply, the supplier and the contracting officer will negotiate whether and to what extent either party will absorb the costs of the wage change. Any resulting change in contract price is limited to increases or decreases in wages or fringe benefits, and the concomitant increases or decreases in Social Security, unemployment taxes, and workers' compensation insurance, but may not otherwise include any amount for general and administrative costs, overhead, or profit.

d. The supplier or contracting officer may request a contract price adjustment within 30 days of the effective date of a wage change. If a request for contract price adjustment has been made, and the parties have not reached an agreement within thirty days of that request, the contracting officer should issue a unilateral change order in the amount considered to be a fair and equitable adjustment. The supplier may then either accept the amount, or the supplier may file a claim under Clause B-9: Claims and Disputes unless the contracting officer and supplier extend this period in writing. Upon agreement of the parties, the contract price or unit price labor rates will be modified in writing. Pending agreement on or determination of any such adjustment and its effective date, the supplier must continue performance.

e. The contracting officer or the contracting officer's authorized representative must, for 3 years after final payment under the contract, be given access to and the right to examine any directly pertinent books, papers, and records of the supplier.

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 1982-0208
Revision No.: 98
Date Of Last Revision: 08/29/2025

States: Guam, Hawaii

Area: Guam Statewide
Hawaii Statewide

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for mail hauling and delivery within the state.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser	(see 1)	18.64
(not set) - Tractor Trailer Driver	(see 2)	25.35
(not set) - Truck Driver	(see 2)	25.35
(not set) - Light Vehicle Driver	(see 1)	17.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

(Hawaii): $2.42 per hour, up to 40 hours per week, or $96.80 per week, or $419.47 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $5.55 per hour, up to 40 hours per week.

2) HEALTH & WELFARE: $6.21 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8-hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations, 29 CFR Part 4.

VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week, holiday pay for one day is not required to exceed the equivalent of eight hours pay, and vacation pay for one week is not required to exceed the equivalent of 40 hours pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Driver/Caser
Drives motor powered vehicle to make box delivery of mail, often along a designated route, picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route, incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route, incidentally transport mail to or between postal or other designated facilities, make minor vehicle repairs and keep vehicle in good working

order.

Light Vehicle Driver
Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10,001 pounds GVWR or less to transport mail, often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail, load and unload vehicle with or without helpers, make minor vehicle repairs, and keep vehicle in good working order.

Tractor Trailer Driver
Drives motor powered tractor-trailer combination to transport mail, often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers, make minor vehicle repairs, and keep vehicle in good working order.

Truck Driver
Drives motor powered truck, other than tractor-trailer, with a nominal* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10,000 pounds or more to transport mail, often along a designated route to or between designated postal or other facilities. May also pickup and transport mail, load and unload truck with or without helpers, make minor vehicle repairs, and keep vehicle in good working order.

*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity, rounded to the nearest whole cubic foot.)"