

**UNITED STATES POSTAL SERVICE  
HIGHWAY CONTRACT TRANSPORTATION**

Statement of Work and Terms and Conditions

**Date of Issue:** July 14, 2023

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## PART 1 – STATEMENT OF WORK

### SECTION B. STATEMENT OF WORK AND SPECIFICATIONS

#### B.1 CONTRACT TYPE

There are two types of contracts, Freight Auction and Dedicated Service.

##### Freight Auction process:

Freight Auction is the Postal Service spot market load board. Freight Auction pricing is all-in trip rates. USPS identifies the need for a go-anywhere trip, creates a new load in the TMS application for that demand, and initiates Freight Auction for the load.

- a) Suppliers receive an email with auction details for the offered load (Origin, Destination, Pick-Up and Delivery Timeframe). Suppliers have a standard amount of time to provide their bids.
- b) Suppliers input their bid for the offered load using the USPS Logistics Gateway/Freight Auction application. The bid is an all-in bid that includes line haul, fuel and accessorial charges.
- c) At auction end, USPS awards the trip to the lowest priced offer meeting all requirements of the offered load (Origin, Destination, Pick-Up and Delivery Time).
- d) The Awarded Supplier receives an email indicating that they have been awarded the trip, and a Load Tender message via their preferred exchange option, XML, EDI (204) or nondigital. The business process continues for the Awarded Supplier to the Trip Execution Process.
- e) Other suppliers receive an email indicating that their services are not required for the offered load/trip.

Notwithstanding the foregoing, the contracting officer may exclude an offeror from participation in the Freight Auction bidding process when he or she determines it to be in the best interests of the Postal Service. The Freight Auction is the USPS spot market load board; freight auction bids and pricing are “all-in” rates which include line haul and fuel.

##### Dedicated Service process:

Dedicated Service type contracts operate a predetermined schedule and frequency and have an agreed upon fixed price trip rate. The pricing for dedicated service comprises a line haul trip rate and a fuel surcharge as described in Clause B-87.

For both contract types (Freight Auction and Dedicated Service), payment for each completed load is initiated automatically when the delivery message is received from the Supplier. Payments for loads is processed through the Freight Payment System (FP). Suppliers will send a delivery message for service to USPS. Once the final Proof of Delivery (POD) is received, FP will validate, process trip details, and send an invoice to USPS accounting. USPS accounting will process the invoice and remit payment within 30 days of the date of Supplier’s invoice. The POD for each load must be received to start the payment process. For payment tracking and reconciliation, the USPS Logistics Gateway/TMS provides Suppliers with access to load and payment history details.

## B.1.A SCHEDULE, FREQUENCY, AND SERVICE REQUIREMENTS

### B.1.1 Schedule

#### *Attachment A*

### B.1.3.b TECHNOLOGY REQUIREMENTS (Replaces current GPS language and is in lieu of updating Clause B-86)

All suppliers must be able to communicate electronically with the Postal Service' Transportation Management System. Freight Auction suppliers must have a Transportation Management System (TMS) compatible with USPS. Dedicated service suppliers with a combined scheduled trip rate over \$100,000 must have a compatible TMS system.

Suppliers are required to maintain an active Standard Carrier Alpha Code (SCAC) and USDOT Number. Some supplier operations may also require an Interstate Operating Authority (MC Number). All SCAC codes, USDOT and MC Numbers must be updated and on file with the Postal Service.

#### 1.1 Standard Carrier Alpha Code (SCAC)

- a. All transportation suppliers are required to obtain and maintain a valid SCAC code.
- b. SCAC codes can be obtained from the National Motor Freight Traffic Association (NMFTA).

#### 1.2 USDOT Number (DOT Number)

- a. All transportation suppliers are required to maintain a valid US DOT Number.
- b. Companies that operate commercial vehicles hauling cargo in interstate commerce must be registered with the FMCSA and must have a USDOT Number.
- c. The transportation of U.S. mail is considered to be interstate commerce because of the intermingling of inter-and intrastate mail on every vehicle.

#### 1.3 Interstate Operating Authority (MC number)

- a. Suppliers that operate interstate suppliers are required to maintain a valid MC number.

#### 2.1 Electronic shipment status updates

- a. For all loads (trips) that are tendered via the USPS Transportation Management System, Suppliers will be required to update the load status in a timely manner.
- b. Statuses include (EDI 990, 204 and 214):
  - i. Estimated Time of Arrival to Stop
  - ii. Driver Check in at Stop (Trailer Activities)
  - iii. Driver Check Out at Stop (Trailer Activities)
  - iv. Departed from Stop
  - v. Delayed Load (if needed)
  - vi. POD – Proof of Delivery
- c. If the Supplier uses a TMS and can receive and send electronic messaging, either EDI or XML formats are acceptable.
- d. If the Supplier does not have a TMS or means to receive or send electronic messaging, the Supplier will update each load via the USPS Logistics Gateway, a web-based portal, within 15 minutes of load status changes.

#### 3.1 Load Tracking:

- a. Supplier will equip supplier's tractors with a Global Positioning System (GPS) / Electronic Logging Device (ELD) and provide location data to a third-party provider contracted by the United States Postal Service, for the purpose of real-time shipment tracking.
  - i. Tracking updates are required for 100% of the active shipments every 15 minutes.
  - ii. Tracking must start prior to pick up.
  - iii. This level of compliance also includes supplier loads that are brokered and moved.

- b. Supplier will be required to tie the tractor and trailer numbers, as well as the USPS route and trip numbers to each load conveyed for individual load tracking.
- c. Load tracking compliance will be part of Supplier Scorecard process between USPS and Supplier.
- d. If no system is available to automate, carrier must provide tracking third party with tractor number, trailer number, and/or assigned driver's phone number for 100% of shipments prior to pick up by logging into the tracking third party's system and assigning in the third party's platform. Carrier must confirm that they connect with the third-party provider in one of the following methods:
  - i. Standard GPS Integration (Flat file every 15 minutes, Direct assignment, API connection)
  - ii. Cell Phone Tracking (Flat file every 15 minutes, Direct assignment, API connection)
  - iii. GPS Location Push (Flat file every 15 minutes, API connection)
- e. If supplier's loads are brokered or moved with third party, supplier will be required to have the assigned driver utilize a mobile tracking service as provided by the tracking third-party provider.
- f. Within 6 weeks of notice of award from USPS, the supplier must complete integration with the third-party provider. Integration is defined here as carriers providing the third-party provider with truck, trailer assignment and/or cellphone number and location data for all active USPS loads. Any extension beyond this 6-week timeframe will require special dispensation from the USPS's Transportation Strategy group. Notice of dispensation should be provided by USPS to both supplier and the third-party provider and should include a new deadline.
  - i. Carriers must provide the third-party provider with correct tracking information (truck, trailer and/or phone number) prior to departing the pick-up location.
  - ii. If tracking information assignment changes during the duration of a trip, carriers must provide the third-party provider with updated and correct tracking assignment information no later than 15 minutes past the point when the change occurred.
  - iii. Any carriers utilizing cell phone tracking must ensure that drivers opt-in to app-based or app-less tracking services and remain opted-in for the duration of their trip.
  - iv. Any anticipated disruptions in tracking information (i.e., maintenance, switching service providers, etc.) must be communicated to USPS and the third-party at the lesser of either four weeks in advance or at the earliest knowledge of the planned disruption.
  - v. Any unanticipated disruptions in tracking information (system crash, bugs, etc.) must be communicated to USPS and the third-party as soon as the carrier team is made aware of the disruption.

### **B.1.3.c KEY PERFORMANCE METRICS**

Timely supplier performance, in accordance with the contract schedule, is essential to the Postal Service. The Postal Service will monitor and maintain records of supplier on-time performance throughout the duration of the contract. This performance may be a driver of future initiatives, in which both the supplier and the Postal Service, equitably share in risk and reward. Suppliers are expected to operate at or above 95% on time according to schedule.

In addition to on-time performance, timely responses to Contracting Officer communications are essential to maintaining Postal Service operations. Specifically, cycle time for suppliers to complete service changes and related contract modifications are of great importance. Supplier response to service change requests is targeted at three (3) days. Responsiveness to communications will be monitored and carefully considered when reviewing supplier performance and conducting past performance evaluations in connection with future contracting opportunities. Supplier will not be subject to penalties or damages to the extent associated with its failure to meet any performance metrics.

### **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 as outlined below: The supplier must proceed to perform any extra trips ordered by the contracting officer or authorized representative. The supplier must provide such service departing from the office having the requirement for service within (4) hours after notification by the contracting officer or authorized representative. Extra round trips of service shall be performed within the total elapsed time (total hours) reflected in the regular trip schedule.

c. 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 driver must remain at the scene, the supplier may not leave any mail unattended. All serious injuries or accidents must be reported to the Administrative Official and Transportation Strategy (see email addresses below) within 24 hours. Serious accidents include injuries requiring medical attention and fatality accidents. Failure to report a serious accident promptly may be grounds for termination of any or all of the supplier's contracts for default.

- [Peter.Routsolias@USPS.GOV](mailto:Peter.Routsolias@USPS.GOV) – Vice President, Transportation Strategy
- [LDT@USPS.GOV](mailto:LDT@USPS.GOV) – Local Delivery Transportation CMC, Largo MD
- [PNT@USPS.GOV](mailto:PNT@USPS.GOV) – Processing Network CMC, Memphis TN

The supplier must ensure awareness and compliance with these requirements by any subcontractor or brokered carrier employed by the supplier.

d. 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. Vehicle(s) (including both tractors and trailers) which are painted red, white and blue must have inscribed on their doors in black letters at least one inch high the following words: "United States Mail Contractor." Trailers so painted must also bear the same inscription on the front of the trailer in black letters two inches high and placed sufficiently high to be visible above the tractor unit. Any political or religious messages (including bumper stickers) on the vehicle shall not be visible to the public while the vehicle is transporting U.S. Mail.

e. 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.

f. 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.

g. Carriage of Letters

The supplier shall not carry letters outside of the mails.

h. 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.

i. 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; has a record of serious accidents, unsafe driving, or violations of the law; 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. 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. The Postal Service reserves the right to direct the supplier to remove any supplier employee from Postal Service work when the contracting officer determines that doing so is in the best interests of the Postal Service.

j. 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.

#### **B.4 LIABILITY FOR EQUIPMENT DAMAGE AND REPAIRS**

a. Either party's liability for loss of or damage to the equipment of the other party shall be governed by this subparagraph a as follows:

1. The Postal Service shall be liable to the supplier for loss of or damage, exclusive of fair wear and tear, to equipment of the supplier only when such loss or damage is caused by a negligent act or omission of the Postal Service, or of its employees, agents, suppliers, or subcontractors.

2. The supplier shall be liable to the Postal Service without regard to fault or negligence, for the loss of or damage, exclusive of fair wear and tear, to equipment furnished by the Postal Service while the equipment is in the custody and control of the supplier. For the purposes of this subparagraph a, equipment furnished by the Postal Service includes equipment owned or leased by the Postal Service, and equipment of other Postal Service mail transportation suppliers or of their subcontractors.

3. The Postal Service may deduct from any compensation otherwise due the supplier a sum or sums equal to the amount(s) for which the supplier is liable to the Postal Service under subparagraph a.(2).

b. Either party's liability for ordinary repairs to or maintenance of the equipment of the other party shall be governed by this subparagraph b as follows:



1. The supplier, and not the Postal Service, shall be liable for the cost of all repairs to or maintenance of equipment furnished by the supplier under this contract (including any equipment leased by the supplier from the Postal Service).
2. 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.
3. If, pursuant to subparagraph b.(2) 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 3-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 or service not exceeding 60 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 60 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. All supplier driver and dock personnel are required to wear a high visibility safety vest while outside of their vehicle while on Postal Property.

### **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. The supplier shall furnish to the contracting officer, prior to commencement of service under this contract, and thereafter as the contracting officer may require, proof that the supplier has all required insurance, plus a copy of the applicable policy or policies.

## **B.8 ADDITIONAL INFORMATION**

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 Department of Labor Wage Determination(s).

## **PART 2.A – INSTRUCTIONS TO OFFERORS**

Part 2.A – Instructions to Offerors and PART 2.B – Solicitation Provisions apply to Dedicated Service type contracts only.

In order for the Postal Service to evaluate proposals in accordance with the criteria stated in Provision 4-12, 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. Instructions for proposal submittal are contained in the table below.

All proposal submissions must be submitted electronically by the time and date indicated on in the solicitation posting.

Failure to submit any required information may result in a proposal being rejected.

### **□ Section 1- Supplier Eligibility**

The offeror must complete the Provision 4-3, Representations and Certifications form. This form is used to determine that the offeror is eligible to be awarded a contract.

NOTE: Effective April 2023:

- All offerors must have a DOT Certification for a least 12 months.
- No offeror with an FMCSA safety rating of “Conditional” or “Unsatisfactory” will be eligible for award or renewal.
- An unrated carrier will be evaluated on a case-by-case basis to determine if its safety record and programs meet USPS expectations.

### **□ Section 2 - Past Performance**

The offeror must provide sufficient information for the evaluation team to assess the offeror’s performance on prior Postal Service contracts and other business arrangements of similar size and scope. 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 3 - Technical Capability**

The offeror must provide sufficient information for the evaluation team to determine the offeror has or can acquire the personnel, equipment, and other resources necessary to perform the contract, if awarded. This solicitation’s requirements should be addressed as though this is the first time an offeror is doing business with the Postal Service. The offeror should not assume that the evaluation team will be familiar with the offeror’s capabilities based on prior contracts.

### **□ Section 4 - Management Plan**

Offerors must provide a Management 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. The supplier must provide information on its operating plan fully disclosing subcontract relationships.

### **□ Section 5 - Sustainability Plan**

The offeror must include a detailed sustainability plan in its proposal. The plan must describe the offeror’s current sustainability practices and metrics, as well as any planned initiatives that will support the Postal Service’s sustainability goals. Information submitted must allow the evaluators to

determine the offeror's capability relating to the factors set forth in "Sustainability Plan" in Provision 4-2, Evaluation and in the Supplemental Evaluation Provision.

Suppliers are encouraged to submit an offer or an alternative operation plan utilizing alternative fuels and alternative fuel vehicles.

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

A subcontracting plan is required if the offeror's pricing proposal for the term of the contract is equal to or exceeds \$1,000,000 over the initial term of the contract. For example, if an offeror proposes a trip rate of \$2,000 and the frequency is daily or 365.25 days per year over a two year term – the calculated annual rate would be \$1,460,000 and a Subcontracting Plan would be required  $(\$730,000 \times 2) = \$1,460,000$ . 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.

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 - Transportation Services Proposal and Contract summary**

The offeror must provide a completed and signed Transportation Services Proposal and Contract summary. Failure to include the signed summary may result in a rejection of the offer.

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. Offerors 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, offerors 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.

**PART 2.B – SOLICITATION PROVISIONS**

**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, considering 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 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;
  7. Transportation Services Proposal and Contract
- b. Business Disagreements. Business disagreements must be resolved in accordance with the Postal Service's Supplier Disagreement process set forth in [39 CFR 601.107-108](#). Initial business disagreements must be lodged with the contracting officer within the time limit set forth in 39 CFR 601.107(b). Disagreements may be lodged with the Supplier Disagreement Resolution (SDR) Official if the offeror and the contracting officer have failed to resolve the disagreement within the time limits set forth in 39 CFR 601.108(d). The SDR Official's decisions are available for review at [www.usps.com](http://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](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. Award will be made to the offeror (or offerors, if multiple awards are made) who proposes the best value to the Postal Service. Technical (Non-Price) Factors are somewhat more important than price. In making any tradeoffs between price and non-price factors, the Postal Service will assess the strengths, weaknesses, and deficiencies between or among competing 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.
- b. In addition to evaluating the offeror's proposed pricing and the non-price factors listed below, the Postal Service will make a determination of the offeror's Eligibility, using information provided in the Provision 4-3 Representations and Certifications form, as well as information available from other sources, including the Federal System for Award Management (sam.gov) database. The Postal Service will also make a Risk Assessment applicable to the offeror's proposal. The Postal Service may decline to award a contract to a proposal that presents an unacceptably high risk, even if the offeror's price and technical proposal otherwise appears to be advantageous.
- c. 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.

Each offeror will be required to submit a two-volume proposal. The Technical Proposal, addressing all factors other than Price, should be included in the first volume, and the Price Proposal should be included in a separate volume that includes the signed Transportation Services Proposal and Contract Summary document.

- d. 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 the notice of award is issued.

### Non-Price Evaluation Factors

The non-price evaluation factors that will be evaluated are listed in order of their relative importance as noted above, the Supplier Eligibility determination and the Risk Assessment will be made separately. Price will also be evaluated separately.

#### 1. 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 Highway Contract Transportation. 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).

## **2. Management Plan**

The offeror must include a detailed Operations Plan in its proposal. The Operations Plan must fully disclose subcontract relationships and the supplier's intent to subcontract route operations. 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 including subcontractor relationships.
  - 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:
- Overflow mail
  - Less MTE than required
  - Damaged containers
  - Damaged or non-labeled mail
  - Schedule changes
  - Equipment breakdowns
  - Inclement weather during operations
  - Labor disruptions including, but not limited to, walkouts or strikes
  - Staffing shortages relating to medical or other emergencies
  - Delays caused by environmental issues such as fuel spills, chemical spills, or other HAZMAT.

## **3. Technical Capability**

The extent to which the offeror has the resources (e.g., personnel, financial resources, 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:

- c. 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.
- d. The ability to provide the necessary equipment.
- e. Acceptable financial condition that will allow the Contracting Officer to determine that operations are likely to remain ongoing and assess the risk of performance failure. 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. On a case-by-case basis, the Contracting Officer may require prior-year audited financial statements in addition to the current year.

## **4. Sustainability Plan**

The offeror must include a detailed sustainability plan in its proposal. The Sustainability Plan, at a minimum, must address the items listed below. The following are not sub factors but will be considered in coming up with an overall rating for this factor.

- a. Whether the vehicles operate using alternative fuel. If so, please state the type (CNG, LNG, etc.).



- b. A listing of the Make, Model, Age, and Class of Vehicle that it plans to use for the solicited service.
- c. For each class of vehicle listed, the offeror should list the average Miles Per Gallon (MPG) fuel efficiency.
- d. An explanation of the number of scheduled miles, portal miles, backhaul miles, maintenance miles, and any other miles that will be included in the contracted service.
- e. The number of gallons of fuel that the offeror is proposing for this service.
- f. Whether the vehicles are California Air Resources Board compliant (if applicable)
- g. A plan to improve the fuel efficiency of the vehicles over the life of the contract. The plan should describe the offeror's current sustainability initiatives and metrics, as well as suggested initiatives on which the offeror will work collaboratively with the Postal Service.

## Risk Assessment

The Postal Service is an essential segment of the nation's critical infrastructure, and the American people rely on USPS to provide prompt, reliable, and efficient universal service twelve months per year. Service failures by our suppliers can have a devastating impact on our ability to serve our customers. Accordingly, our best value determinations must take into consideration the possibility that a supplier might fail to perform all contract obligations and thus adversely affect the Postal Service's ability to fulfill its mission.

The Postal Service will conduct a Risk Assessment that considers all elements of an offeror's proposal, including Price and Non-Price information, such as past performance of Postal and non-Postal contracts (as applicable), technical capability, and other relevant information such as, but not limited to:

- Financial information provided by the offeror;
- Information reported by commercial reporting agencies, such as Dun & Bradstreet or credit bureaus.
- Information provided by other third parties, such as material vendors.
- Information about affiliated or predecessor companies owned or managed by the same persons who own or control the offeror.

The offeror's proposal will be given one of the following Risk ratings;

- **Low** - The offeror is likely to perform all contract requirements successfully at the price offered, during the entire base contract term.
  - **Moderate** – The offeror appears capable of performing all contract requirements, even though it might lack some elements (e.g., a long history of performing USPS contracts) that would be needed to give it a "Low" rating.
  - **High** – The offer is otherwise eligible for award, but significant factors are present indicating the supplier will be unlikely to perform the contract successfully, such as an insufficient history of on-time performance or a price that appears to be lower than the likely cost of performance.
- In some cases, a proposal from an offeror with a successful performance record may be rated as "High" risk if the offeror has many other Postal contracts, such that a minor failure by the offeror under one contract could have an adverse effect on multiple contracts and create a threat of systemic service disruptions.
  - Additionally, when making best value determinations, if the total dollar value of a carrier's USPS-related business (including existing contracts and the potential new contract under consideration), exceeds 30 percent of the carrier's total annual revenue, the offer may be considered "High Risk," and any award will require approval by the Postal Service's Vice President, Transportation Strategy, or the Chief Logistics Officer.

The Postal Service reserves the right to decline to award a contract to an offeror whose proposal receives a "High" risk rating.

## Price Proposal Evaluation

The Transportation Services Proposal and Contract will be used to analyze each of the offeror's proposal(s). The offered price must be line haul only (do not include fuel costs) for Dedicated Service and All-In pricing for Freight Auction type service. The Transportation Services Proposal and Contract must include all other elements of cost the offeror expects to incur in performing service. The rates may be carried out to a maximum of four decimal places.

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

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

### Provision 9-2: Preaward Equal Opportunity Compliance Review (March 2006)

If the contract award will be \$10 million or more, the prospective supplier and its known first-tier subcontractors with subcontracts of \$10 million or more will be subject to a preaward compliance review. In order to qualify for award, the prospective supplier and first-tier subcontractors must be found in compliance pursuant to 41 CFR 60-1.20.

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

By submission of its proposal, 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) (MODIFIED)

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. There are two types of Transportation Services Contracts (Freight Auction and Dedicated service). Both service types use the Transportation Services Proposal and Cost summary.
  - I. In a Freight Auction type contract, USPS identifies the need for a go-anywhere trip, creates a new load in the TMS application for that demand, and initiates Freight Auction for the load. Freight Auction – Freight Auction contracts are characterized by an Ordering Agreement (form 8203). Ordering Agreements are not considered contracts until an offer has been made and accepted by the Postal Service.
  - II. Dedicated Service type contracts operate a predetermined schedule and frequency and have an agreed upon fixed price trip rate. Dedicated Service type contracts use a line haul only rate. Fuel adjustments for Dedicated service type contracts are described in Clause B-87.

### **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 maybe 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 the Interest clause.
- 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 will 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 will 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 (MODIFIED)**

The supplier is responsible, without additional cost to the Postal Service, for obtaining any licenses and permits necessary for the performance of this contract, and for complying with all applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the contract. All drivers employed by the supplier or its subcontractors must be properly licensed by one or more states, and proof of licensing must be provided to the Postal Service upon request.

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) (MODIFIED)**

- a. The supplier must supervise its employees involved in the provision of transportation services. . The supplier or its supervising representatives must be easily accessible in the event of emergencies or interruptions in service. See Clause B-86 for more information. Supplier will provide services to The Postal Service as either a motor carrier or a broker. Where applicable to the services provided by Supplier, references to “subcontracting” or “subcontractors” may refer to “brokering” and “brokered carriers”, respectively, but nothing herein will be construed to express or imply any relationship involving a lack of independent operation by any third party engaged or selected by Supplier, and, notwithstanding anything to the contrary herein, Supplier will not be required to control or supervise brokered carriers.
- b. The supplier shall supervise its operations and the operations of its subcontractors performing 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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 the [Clause B-9: Claims and Disputes](#).

#### **Clause B-67: Changes (Transportation) (MODIFIED)**

*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. 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 [Clause B-9: Claims and Disputes](#).
- (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:*

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 administrative official 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 administrative official 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 administrative official has ordered several extra trips under a single order, the 90- day period begins on the date of performance of the first 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 calculated 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 will 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 (MODIFIED)**

The supplier's right to perform this contract is subject to termination under the clause entitled Termination for Default. 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 and other laws related to the performance of the service;
- c. The supplier's failure to promptly report a serious accident to the appropriate Postal officials, as set forth in Section B.3 of the Statement of Work;
- d. A serious highway safety-related violation by the supplier or incidents in which the supplier's driver(s) were determined to be at fault;
- e. Failure to follow the instructions of the contracting officer;

- f. If the supplier transfers or assigns his contract, except as authorized herein, or sublets the whole or a portion of this contract contrary to the applicable provisions of the U.S. Postal Service Supplying Principles and Practices or without any required approval of the contracting officer;
- g. If the supplier combines to prevent others from proposing for the performance of Postal Service contracts;
- h. The supplier's failure to properly account, deliver and pay over moneys, mail and other property pursuant to this contract;
- i. 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.
- j. Any breach by the supplier or subcontractor of any warranty contained in this contract.
- k. 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;
- l. If the supplier's transportation equipment is insufficient, inadequate, or otherwise inappropriate for the service;
- m. If the supplier employs any individual in connection with the contract contrary to the instructions of the contracting officer;
- n. 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;
- o. 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;
- p. If the supplier fails to provide any notification of a change in principal owners or corporate officers which this contract may require; or
- q. If the supplier materially breaches any other requirement or clause of this contract;

When a supplier has multiple contracts with the Postal Service, a material breach under one contract may be grounds for termination of the supplier's remaining contracts, if the contracting officer determines that termination is in the best interests of the Postal Service.

#### **Clause B-74: Payment (Surface Transportation) (MODIFIED)**

There are two payment types: Freight Payments and Scheduled Payments. Freight Payments are the preferred payment type for both Freight Auction and Dedicated service contract types.

##### **Freight payment**

For Freight Payment type contracts, payment for each load is initiated automatically when the delivery message is received from the Supplier. Payments for loads is processed through the Freight Payment System (FP). Suppliers will send a delivery message for service to USPS. Once the final Proof of Delivery (POD) is received, FP will validate, process trip details, and send an invoice to USPS accounting. USPS accounting will process the invoice and remit payment within 30 days of the date of Supplier's invoice. The POD for each load must be received to start the payment process. For payment tracking and reconciliation, the USPS Logistics Gateway/TMS provides Suppliers with access to load and payment history details.



#### Scheduled Payments

- a. 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 –
  - a. Remit the overpayment to the payment office cited in the contract along with a description of the overpayment including the –
    - i. Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - ii. Affected contract number and delivery order number, if applicable;
    - iii. Affected line item, if applicable; and
    - iv. Supplier point of contact.
  - b. Provide a copy of the remittance and supporting documentation to the contracting officer.
- e. Interest.
  - a. 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.
  - b. The Postal Service may issue a demand for payment to the supplier upon finding a debt is due under the contract.
  - c. Amounts shall be due at the earliest of the following dates:
    - i. The date fixed under this contract.
    - ii. The date of the first written demand for payment, including any demand for payment resulting from a default termination.
  - d. The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on:
    - i. The date on which the designated office receives payment from the supplier;
    - ii. 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
    - iii. 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: Omitted Trips and Canceled Trips (June 2022)(Modified)**

An “omitted” trip, for payment purposes, is a supplier failure to operate. A “canceled” trip is Postal Service-initiated and is not considered a supplier failure.

If the supplier fails to perform a trip for any reason, the supplier will 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 will 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 (May 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 will 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) (MODIFIED)**

Dedicated Service contracts are Fixed Price 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.

Economic adjustments due to the application of new wage determinations occur only as a result of the determination of minimum prevailing SCA wages and fringe benefits applicable at the beginning of a renewal period, or when an increased or decreased wage determination is otherwise applied to the contract and becomes applicable to the contract by operation of law, and the supplier increases or decreases wages or fringe benefits of employees working on the contract in order to comply with the SCA.

Wage adjustments will be calculated by adjusting the payment for scheduled trip hours by the corresponding change in the wage determination assigned to the contract regardless of actual change in the cost of DOL mandated hired driver wages.

Freight Auction type contracts are Fixed Price. Freight auction pricing is all in inclusive of fuel, wages and other costs associated with the operation of transportation service.

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

The administrative office is a Postal Service Official designated by the Logistics Division Director for transportation 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) (MODIFIED)**

The Postal Service will be utilizing web-based systems that will require supplier interactivity. Suppliers must maintain email accounts, check messages regularly, and respond to email messages and text 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.

**Emergency Points of Contact**

The supplier must identify one or more individuals who can be reached on a 24/7 basis in the event of an emergency.

<b>Name</b>	<b>Phone No.</b>	<b>Email Address</b>	<b>Hours of Availability</b>

The supplier must notify the contracting officer and Administrative Official by email of any permanent or temporary changes to the above emergency points of contact.

**Clause B-87: Price Adjustment — Fuel (Surface Transportation) (MODIFIED)**

Clause B-87 applies to Dedicated Service type contracts only; Freight Auction contracts operate under all-in inclusive pricing. There are two fuel programs for Dedicated Service type contracts: The Fuel Surcharge program and the USPS Truckload Fuel Recovery (Breakthrough Fuel) program. The Postal Service preference is the Breakthrough Fuel program. The Breakthrough Fuel program will be used in all instances where applicable.

Fuel Surcharge program

Fuel surcharge program Dedicated Service type contracts will be administered under the fuel surcharge table included in Attachment B. 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 Attachment B. Alternative fueled vehicles and fuel types not included on the Attachment B fuel surcharge table will be adjusted manually each quarter.

## USPS Truckload Fuel Recovery Breakthrough Fuel program

The Breakthrough fuel program includes:

- The Base Fuel Rate and contract MPG is established at award or inception of this contract Terms and Conditions document.
- Determination of mileages under this Agreement is governed by contract schedule document.
- USPS Fuel Recovery Price is based upon OPIS pricing (Oil Price Information Service). It includes rack contract average price for ULSD, transportation, environmental fees, and state, federal, and local taxes plus an additional two cents per gallon.

The supplier will receive payment for the price of fuel in the amount of the difference between the Base Fuel Rate and the USPS Fuel Recovery Price for each supplier freight movement executed by the supplier pursuant to the USPS Breakthrough program. The supplier will receive the reimbursement and USPS will provide the information technology to the supplier to access, manage, and review the USPS Fuel Recovery Breakthrough transactions.

### **Clause B-88: Safety Rating (Federal Motor Carrier Safety Administration) (Surface Transportation) (April 2023)**

If the supplier is notified by the Federal Motor Carrier Safety Administration (FMCSA) that there is a proposed change to the supplier's safety rating or new determination of the supplier's rating to "unsatisfactory" or "conditional" (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 FMCSA. Should the supplier fail to do so, the contracting officer may terminate any or all of the supplier's contracts for default.

A change in the supplier's rating to "unsatisfactory" or "conditional" (as described in 49 CFR § 385.11 by the FMCSA) may be grounds for default termination of any or all of the supplier's contracts. Additionally, the Postal Service may audit the supplier's safety record at any time.

### **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 trailers at postal facilities and other use 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 times. 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 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 (June 2020) (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. If checked, the following additional clauses are also incorporated in this contract by reference:
  - [Clause 1-1: Privacy Protection](#)
  - [Clause 1-6: Contingent Fees](#)
  - [Clause 1-9: Preference for Domestic Supplies](#)
  - [Clause 1-10: Preference for Domestic Construction Materials](#)
  - [Clause 9-7: Equal Opportunity](#)
  - [Clause 9-10: Service Contract Act](#)
  - [Clause 9-13: Equal Opportunity for Workers with Disabilities](#)
  - [Clause 9-14: Equal Opportunity for VEVRAA Protected Veterans](#)
  - [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 a. through d. 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) (MODIFIED)**

- a. *Inspection and Acceptance:* The supplier will only tender for acceptance those items or services that conform to the requirements of this contract. The Postal Service reserves the right to inspect or test supplies or services that have been tendered for acceptance. The Postal Service may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Postal Service must exercise its post acceptance rights:
  - (1) Within a reasonable period of time after the defect was discovered or should have been discovered, and
  - (2) Before any substantial change occurs in the condition of the items, unless the change is due to the defect in the item.
- b. *Assignment:* If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

- (1) The contracting officer;
- (2) The surety or sureties upon any bond; and
- (3) The office, if any, designated to make payment, 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 supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
  - (b) SOW or description of services;
  - (c) Method of shipment or packing;
  - (d) Places of delivery of supplies or performance of services;
  - (e) Delivery or performance schedule;
  - (f) Postal Service furnished property or facilities.
- (2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating:
  - (a) The date, circumstances, and source of the order, and (b) That the supplier regards the order as a change order.
- (3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to affect an equitable adjustment.
- (4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon — but not after final payment under this contract — if the contracting officer decides that the facts justify such action.
- (5) Failure to agree to any adjustment is a dispute under [Clause B-9: Claims and Disputes](#), which is incorporated into this contract by reference (see paragraph s.). Nothing in that clause excuses the supplier from proceeding with the contract as changed. d. Reserved.

e. Reserved.

f. Reserved.

g. 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, 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: Payment (Surface Transportation).

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

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;
  - (2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.
- k. *Taxes: The contract price includes all applicable federal, state, and local taxes and duties.*
- l. *Termination with Notice:* Supplier may terminate the contract at any time on 60 days' written notice and is not obligated to accept a certain volume of shipments during the term. 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. No Supplier initiated termination with notice shall be effective between November 1 and January 15. Supplier initiated termination with notice where the period of notice ends between November 1 and January 15 will be effective after January 15.
- m. *Termination for Default:* The Postal Service may terminate this contract, or any part hereof, for default by the supplier, or if the supplier fails to provide the Postal Service, upon request, with adequate assurances of future performance. In the event of termination for default, the Postal Service will not be liable to the supplier for any amount for supplies or services not accepted, and the supplier will be liable to the Postal Service for any and all rights and remedies provided by law. The debarment, suspension, or ineligibility of the supplier, its partners, officers, or principal owners under the Postal Service's procedures 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 items delivered under this contract are merchantable and fit for the use for the particular purpose described in this contract. *p. Reserved.*
- q. *Reserved*
- 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) The Statement of Work.
  - (2) The Provisions.
  - (3) The Clauses.
  - (4) Attachments to this Contract.
  - (5) 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 9-9: Equal Opportunity Preadward Compliance of Subcontracts (March 2006)**

The supplier may not enter into a first-tier subcontract for an estimated or actual amount of \$10 million or more without obtaining in writing from the contracting officer a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore eligible for award.

**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 three 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.

**PART 4 – LIST OF ATTACHMENTS**

Attachment A – Schedule and equipment requirements.

Attachment B - Fuel Matrix table.

Attachment B Fuel Surcharge Matrix – Diesel

ATTACHMENT B - FUEL SURCHARGE MATRIX TABLE - DIESEL

D.O.E. US Diesel Fuel Index is updated every Monday at 4:00pm and will be effective the following Tuesday, using the national average. Current U.S. On-Highway Diesel Fuel Prices are available at <http://www.eia.gov/petroleum/gasdiesel>.

Fuel Cost			FSC	Fuel Cost			FSC	Fuel Cost			FSC	Fuel Cost			FSC
From	To	(Per Mile)		From	To	(Per Mile)		From	To	(Per Mile)		From	To	(Per Mile)	
2.500	2.559	0.010		4.900	4.959	0.410		7.300	7.359	0.810		9.700	9.759	1.210	
2.560	2.619	0.020		4.960	5.019	0.420		7.360	7.419	0.820		9.760	9.819	1.220	
2.620	2.679	0.030		5.020	5.079	0.430		7.420	7.479	0.830		9.820	9.879	1.230	
2.680	2.739	0.040		5.080	5.139	0.440		7.480	7.539	0.840		9.880	9.939	1.240	
2.740	2.799	0.050		5.140	5.199	0.450		7.540	7.599	0.850		9.940	9.999	1.250	
2.800	2.859	0.060		5.200	5.259	0.460		7.600	7.659	0.860		10.000	10.059	1.260	
2.860	2.919	0.070		5.260	5.319	0.470		7.660	7.719	0.870		10.060	10.119	1.270	
2.920	2.979	0.080		5.320	5.379	0.480		7.720	7.779	0.880		10.120	10.179	1.280	
2.980	3.039	0.090		5.380	5.439	0.490		7.780	7.839	0.890		10.180	10.239	1.290	
3.040	3.099	0.100		5.440	5.499	0.500		7.840	7.899	0.900		10.240	10.299	1.300	
3.100	3.159	0.110		5.500	5.559	0.510		7.900	7.959	0.910		10.300	10.359	1.310	
3.160	3.219	0.120		5.560	5.619	0.520		7.960	8.019	0.920		10.360	10.419	1.320	
3.220	3.279	0.130		5.620	5.679	0.530		8.020	8.079	0.930		10.420	10.479	1.330	
3.280	3.339	0.140		5.680	5.739	0.540		8.080	8.139	0.940		10.480	10.539	1.340	
3.340	3.399	0.150		5.740	5.799	0.550		8.140	8.199	0.950					
3.400	3.459	0.160		5.800	5.859	0.560		8.200	8.259	0.960					
3.460	3.519	0.170		5.860	5.919	0.570		8.260	8.319	0.970					
3.520	3.579	0.180		5.920	5.979	0.580		8.320	8.379	0.980					
3.580	3.639	0.190		5.980	6.039	0.590		8.380	8.439	0.990					
3.640	3.699	0.200		6.040	6.099	0.600		8.440	8.499	1.000					
3.700	3.759	0.210		6.100	6.159	0.610		8.500	8.559	1.010					
3.760	3.819	0.220		6.160	6.219	0.620		8.560	8.619	1.020					
3.820	3.879	0.230		6.220	6.279	0.630		8.620	8.679	1.030					
3.880	3.939	0.240		6.280	6.339	0.640		8.680	8.739	1.040					
3.940	3.999	0.250		6.340	6.399	0.650		8.740	8.799	1.050					
4.000	4.059	0.260		6.400	6.459	0.660		8.800	8.859	1.060					
4.060	4.119	0.270		6.460	6.519	0.670		8.860	8.919	1.070					
4.120	4.179	0.280		6.520	6.579	0.680		8.920	8.979	1.080					
4.180	4.239	0.290		6.580	6.639	0.690		8.980	9.039	1.090					
4.240	4.299	0.300		6.640	6.699	0.700		9.040	9.099	1.100					
4.300	4.359	0.310		6.700	6.759	0.710		9.100	9.159	1.110					
4.360	4.419	0.320		6.760	6.819	0.720		9.160	9.219	1.120					
4.420	4.479	0.330		6.820	6.879	0.730		9.220	9.279	1.130					
4.480	4.539	0.340		6.880	6.939	0.740		9.280	9.339	1.140					
4.540	4.599	0.350		6.940	6.999	0.750		9.340	9.399	1.150					
4.600	4.659	0.360		7.000	7.059	0.760		9.400	9.459	1.160					
4.660	4.719	0.370		7.060	7.119	0.770		9.460	9.519	1.170					
4.720	4.779	0.380		7.120	7.179	0.780		9.520	9.579	1.180					
4.780	4.839	0.390		7.180	7.239	0.790		9.580	9.639	1.190					
4.840	4.899	0.400		7.240	7.299	0.800		9.640	9.699	1.200					

Attachment B Fuel Surcharge Matrix – Gasoline

ATTACHMENT B - FUEL SURCHARGE MATRIX TABLE - GASOLINE

D.O.E. US Regular Gasoline Fuel Index is updated every Monday at 4:00pm and will be effective the following Tuesday, using the national average. Current U.S. On-Highway Gasoline Fuel Prices are available at <http://www.eia.gov/petroleum/gasdiesel>.

Fuel Cost			FSC	Fuel Cost			FSC	Fuel Cost			FSC	Fuel Cost			FSC
From	To	(Per Mile)		From	To	(Per Mile)		From	To	(Per Mile)		From	To	(Per Mile)	
2.000	2.059	0.010		4.400	4.459	0.410		6.800	6.859	0.810		9.200	9.259	1.210	
2.060	2.119	0.020		4.460	4.519	0.420		6.860	6.919	0.820		9.260	9.319	1.220	
2.120	2.179	0.030		4.520	4.579	0.430		6.920	6.979	0.830		9.320	9.379	1.230	
2.180	2.239	0.040		4.580	4.639	0.440		6.980	7.039	0.840		9.380	9.439	1.240	
2.240	2.299	0.050		4.640	4.699	0.450		7.040	7.099	0.850		9.440	9.499	1.250	
2.300	2.359	0.060		4.700	4.759	0.460		7.100	7.159	0.860		9.500	9.559	1.260	
2.360	2.419	0.070		4.760	4.819	0.470		7.160	7.219	0.870		9.560	9.619	1.270	
2.420	2.479	0.080		4.820	4.879	0.480		7.220	7.279	0.880		9.620	9.679	1.280	
2.480	2.539	0.090		4.880	4.939	0.490		7.280	7.339	0.890		9.680	9.739	1.290	
2.540	2.599	0.100		4.940	4.999	0.500		7.340	7.399	0.900		9.740	9.799	1.300	
2.600	2.659	0.110		5.000	5.059	0.510		7.400	7.459	0.910		9.800	9.859	1.310	
2.660	2.719	0.120		5.060	5.119	0.520		7.460	7.519	0.920		9.860	9.919	1.320	
2.720	2.779	0.130		5.120	5.179	0.530		7.520	7.579	0.930		9.920	9.979	1.330	
2.780	2.839	0.140		5.180	5.239	0.540		7.580	7.639	0.940		9.980	10.039	1.340	
2.840	2.899	0.150		5.240	5.299	0.550		7.640	7.699	0.950					
2.900	2.959	0.160		5.300	5.359	0.560		7.700	7.759	0.960					
2.960	3.019	0.170		5.360	5.419	0.570		7.760	7.819	0.970					
3.020	3.079	0.180		5.420	5.479	0.580		7.820	7.879	0.980					
3.080	3.139	0.190		5.480	5.539	0.590		7.880	7.939	0.990					
3.140	3.199	0.200		5.540	5.599	0.600		7.940	7.999	1.000					
3.200	3.259	0.210		5.600	5.659	0.610		8.000	8.059	1.010					
3.260	3.319	0.220		5.660	5.719	0.620		8.060	8.119	1.020					
3.320	3.379	0.230		5.720	5.779	0.630		8.120	8.179	1.030					
3.380	3.439	0.240		5.780	5.839	0.640		8.180	8.239	1.040					
3.440	3.499	0.250		5.840	5.899	0.650		8.240	8.299	1.050					
3.500	3.559	0.260		5.900	5.959	0.660		8.300	8.359	1.060					
3.560	3.619	0.270		5.960	6.019	0.670		8.360	8.419	1.070					
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3.860	3.919	0.320		6.260	6.319	0.720		8.660	8.719	1.120					
3.920	3.979	0.330		6.320	6.379	0.730		8.720	8.779	1.130					
3.980	4.039	0.340		6.380	6.439	0.740		8.780	8.839	1.140					
4.040	4.099	0.350		6.440	6.499	0.750		8.840	8.899	1.150					
4.100	4.159	0.360		6.500	6.559	0.760		8.900	8.959	1.160					
4.160	4.219	0.370		6.560	6.619	0.770		8.960	9.019	1.170					
4.220	4.279	0.380		6.620	6.679	0.780		9.020	9.079	1.180					
4.280	4.339	0.390		6.680	6.739	0.790		9.080	9.139	1.190					
4.340	4.399	0.400		6.740	6.799	0.800		9.140	9.199	1.200					